



AGENDA

July 15, 2020

ROSEVILLE CITY COUNCIL

6:00 p.m.

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

To help minimize the spread of COVID-19, members of the public may not attend in person, but may view the meeting on Comcast channel 14, Consolidated Communications channel 73 and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by the following means:

Dial in Phone Number: 916-774-5353
Email: publiccomment@roseville.ca.us

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

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

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **MEETING PROCEDURES**
5. **PRESENTATIONS**
- 5.1. City Response to COVID-19 Pandemic

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

6. **PUBLIC COMMENTS**
7. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

- 7.1. Westbrook Boulevard and Payson Avenue/Octave Avenue Intersection Improvement and Pleasant Grove Boulevard Changeable Message Sign Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Jerome Pastor and Public Works Director Jason Shykowski recommending the City Council approve the plans and specifications for the Westbrook Boulevard and Payson Avenue/Octave Avenue Intersection Improvement and Pleasant Grove Boulevard Changeable Message Sign project and authorize staff to call for bids. The intersection improvement at Westbrook Boulevard and Payson Avenue/Octave Avenue will provide enhanced right-of-way controls for the orderly movement of traffic and improve pedestrian and bicycle access. The Changeable Message Sign improvement will install a new sign on westbound Pleasant Grove Boulevard between Roseville Parkway and Highway 65. The engineer's estimate is \$947,640 and will be funded by the Traffic Mitigation Fund. No General Fund resources will be used for the project.

CC #: 0879

File #: 0800-04

CONTACT: Jerome Pastor 916-746-1300 jpastor@roseville.ca.us

7.2. Crestmont Park Structure Replacement Project – Contract Purchase Agreement and Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-282 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND LANDSCAPE STRUCTURES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S3000312); and adopt ORDINANCE NO. 6247 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends approval of a contract purchase agreement with Landscape Structures, Inc. for \$147,359.99 to remove and replace the play structure. The project was approved in FY2019-20 using funds from the Parks, Recreation & Libraries Capital fund. Delays were incurred during the processing period due to the Shelter in Place order. The budget adjustment appropriates the project budget of \$151,000 in the new fiscal year. Ongoing maintenance costs are anticipated to remain the same and are already included in the Parks, Recreation & Libraries Department budget.

CC #: 0887

File #: 0704-01 & 0201-01

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

7.3. Unsheltered Camp Cleanup Services - Contract Purchase Agreement

Memo from Parks, Recreation and Libraries Superintendent Brian Castelluccio and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-288 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000385). Staff recommends approval of a contract with Clean Harbors Environmental Services, Inc., for the purpose of cleanup of trash and debris related to unsheltered camps. Staff also requests Council authorize four annual agreement renewals, pending Council approval of the budget for each year, without further Council approval. The total cost of this service is not to exceed \$500,000. Funding is approved in the Parks, Recreation & Libraries Department's General Fund operating budget.

CC #: 0880

File #: 0203-10

CONTACT: Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

Resolutions

7.4. F-97 Pocket Park and F-101 Pocket Park - Updated Park Development Agreements

Memo from Park Planning & Development Superintendent Tara Gee and Parks,

Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-283 APPROVING A PARK DEVELOPMENT AGREEMENT FOR F-97 POCKET PARK SITE AND PARK IMPROVEMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-284 APPROVING A PARK DEVELOPMENT AGREEMENT FOR F-101 POCKET PARK SITE AND PARK IMPROVEMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The original agreements were between the City and ATC Realty One, LLC (through Signature Homes). Recently, these parks along with the surrounding subdivisions were sold to JEN California 15, LLC (through Taylor Builders). The updated park development agreement changes the names of the builders responsible for the construction of these parks. All other requirements and conditions remain the same. The construction of the pocket parks within the West Roseville Specific Plan area is the sole responsibility of the developer. Maintenance of the pocket parks are included in the Fiddymont Ranch CFD No. 2 (Public Services). There is no General Fund impact with this request.

CC #: 0888

File #: 0704-01-01

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

7.5. Sierra Vista Phase 1B & 1C Infrastructure Project - Deferred Improvement Agreement

Memo from Associate Engineer David Samuelson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-285 APPROVING A DEFERRED IMPROVEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the approval and execution of a Deferred Improvement Agreement between the City and Sierra Vista Communities, LLC for the construction of public improvements along the north half of Vista Grande Boulevard from the western property line of KT Village 2, to the eastern property line of KT Village 4. The deferred improvements are secured with a bond, in the amount of \$3,635,861.72, and will be paid for by the developer at a future time. This item will have no impact to the City's General Fund.

CC #: 0875

File #: 1007

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

7.6. Tribal Consultation Policy

Memo from Senior Planner Lauren Hocker and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-294 ADOPTING THE INTERNAL GUIDANCE FOR MANAGEMENT OF

TRIBAL CULTURAL RESOURCES AND CONSULTATION (TRIBAL CONSULTATION POLICY). The Tribal Consultation Policy provides consistency and fairness in the manner in which tribes are consulted with prior to and during project construction. The policy will not have a negative impact on the City's General Fund.

CC #: 0882

File #: 0800-06

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

7.7. 2019 Power Source Disclosure Reports

Memo from Electric Resource Analyst David Saio and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 20-277 APPROVING SUBMISSION OF THE 2019 ANNUAL POWER SOURCE DISCLOSURE REPORTS AND ATTESTATION OF THE VERACITY OF THE ANNUAL REPORT. The 2019 Power Source Disclosure Reports are state mandated reports detailing Roseville Electric Utility's 2019 energy supply. There is no fiscal impact associated with the requested approval.

CC #: 0868

File #: 0800-03

CONTACT: David Siao 916-716-1613 dsiao@roseville.ca.us

7.8. 330 Vernon Street - 60-Day Lease Extension

Memo from Economic Development Manager Wayne Wiley and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-278 APPROVING A 60-DAY LEASE EXTENSION, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES POSTAL SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The United States Postal Service's lease agreement for 330 Vernon Street is due to expire on July 31, 2020 and staff requests an amendment to the lease term to allow a 60-day extension (from August 1, 2020 to September 30, 2020). No additional changes to the lease terms are proposed. With the proposed lease extension the City will continue to collect rent based on a rate of \$121,554 per year, prorated at approximately \$10,130 per month. There is no additional fiscal impact associated with this action and adopting the resolution will not impact the General Fund.

CC #: 0869

File #: 1006-01

CONTACT: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

7.9. Water, Wastewater, and Solid Waste Services Utility Rate Study – Professional Services Agreement

Memo from Environmental Utilities Business Administrator Janet Vargas and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-286 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF

ROSEVILLE AND IB CONSULTING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve a professional services agreement with IB Consulting, LLC to provide consulting services for the preparation of a Water, Wastewater, and Waste Services utility rate study for fiscal years 2022 and 2023. The total contract value of the agreement is not to exceed \$97,625. Funding is included in the FY2020-21 budgets of the Water, Wastewater, and Waste Services Operations Funds.

CC #: 0877

File #: 0800-02

CONTACT: Janet Vargas 916-774-5557 jvargas@roseville.ca.us

7.10. Wireless Coverage - In-Building Small Cell Distributed Antenna System Agreement

Memo from Program Manager Karl Grover and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 20-287 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SACRAMENTO VALLEY LIMITED PARTNERSHIP DBA VERIZON WIRELESS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Sacramento Valley Limited Partnership dba Verizon Wireless is seeking to improve in-building wireless coverage inside the City's Corporation Yard main administrative building. There is no fiscal impact to the City because Sacramento Valley Limited Partnership dba Verizon Wireless will design, implement and maintain the system at no charge.

CC #: 0878

File #: 0708

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

7.11. Community Development Block Grant - The Gathering Inn Bathroom Remodel Agreement Amendment

Housing Analyst Kristine Faelz and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-279 APPROVING A SECOND AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GATHERING INN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. This item is an amendment to the subrecipient agreement between the City and The Gathering Inn that provides an additional \$120,000 in Community Development Block Grant (CDBG) funding towards the project. The project is fully funded by the CDBG funds and there is no fiscal impact to the City's General Fund.

CC #: 0870

File #: 0113-02 & 0709-05

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

7.12. Compressed Natural Gas Shop Retrofit Project - Notice of Completion

Memo from Senior Engineer Janice Gainey and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-280 ACCEPTING THE PUBLIC WORK KNOWN AS THE COMPRESSED NATURAL GAS SHOP RETROFIT PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the Notice of Completion for the Compressed Natural Gas Shop Retrofit project. The total cost for the professional design-build services was \$320,231.21. The project was funded by the Solid Waste Rehabilitation fund.

CC #: 0871

File #: 0900-01-02

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

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

7.13. Time and Attendance System Project - Budget Adjustment

Memo from ERP Project Manager Nafees Coleman and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6249 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council approve a budget adjustment to transfer \$1,226,456 from the existing Enterprise Resource Planning System project budget to the recently approved Time and Attendance System project, including \$636,456 for implementation and initial year license costs, internal labor costs of \$490,000, and a project contingency of \$100,000, which includes timekeeping, scheduling, leave management and absence management modules. No additional funding is requested at this time.

CC #: 0876

File #: 0200 & 0201-01

CONTACT: Nafees Coleman 916-774-5163 ncoleman@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

7.14. Local Housing Trust Fund Application and Budget Adjustment

Memo from Housing Manager Trisha Isom and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-295 AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE LOCAL HOUSING TRUST FUND GRANT APPLICATIONS, FORMS, STANDARD AGREEMENTS AND ALL RELEVANT DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6251 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval to submit an application for the Local Housing Trust Fund.

The recommended budget adjustment authorizes the transfer of \$3.76 million from the Affordable Housing Fund to the Housing Trust Fund in order to satisfy Housing and Community Development Department requirements as well as increase the fund balance of the Housing Trust Fund. Once the recommended budget adjustment has been approved, the Housing Trust Fund balance will be approximately \$5.2 million which will allow an application for matching funds of up to \$5 million for a Local Housing Trust Fund Program grant.

CC #: 0884

File #: 0709-01

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

Ceremonial Documents

7.15. Resolution - Jeff Camp

Commend Jeff Camp for his 22 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 0892

File #: 0102-10

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

7.16. Resolution - Chris Bracco

Commend Chris Bracco for his 34 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 0886

File #: 0102-10

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Creekview Community Facilities District No. 1 Series 2020 Bond Issuance

Memo from Administrative Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-281 AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF IMPROVEMENT AREA NO. 1 OF THE CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, BOND PURCHASE AGREEMENT, AND ACQUISITION AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. The maximum authorized indebtedness for the district is \$81,000,000 for Improvement Area No. 1,

and an amount not to exceed \$137,000,000 for the future annexation area. The 2020 bonds are the first series of bonds being issued at the developer's request for Improvement Area No. 1, in an amount not to exceed \$13,500,000, to construct and/or acquire certain authorized public facilities, provide for a deposit to a debt service reserve account for the 2020 bonds, provide capitalized interest for debt service due on the bonds, and pay costs of issuance of the bonds. The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of the debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of these bonds will not impact the City's General Fund.

CC #: 0872

File #: 0206-03-01

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

9. ORDINANCES

9.1. City Council Appointed Positions - Salary Schedule Update

Memo from Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6248 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6079, THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED POSITIONS, AS AMENDED BY APPENDIX "L" TO BE EFFECTIVE FEBRUARY 22, 2020 AS AN URGENCY MEASURE. As part of the annual evaluation of the City Council Appointed Positions staff is recommending that the City Council approve the update to the City Attorney salary in the City Council Appointed Positions salary schedule effective February 22, 2020. The annual impact for this change is \$6,144.

CC #: 0874

File #: 0600-01

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

9.2. International Brotherhood of Electrical Workers - Salary Adjustments

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6250 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NOS. 6087 AND 6118, THE SALARY ORDINANCE FOR ELECTRIC PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL NO. 1245 (IBEW-A), AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE MAY 9, 2020, AS AN URGENCY MEASURE. Staff recommends that Council approve the reclassification of 23 positions and new IBEW A and B salary schedules to reflect the deletion of three classifications, the addition of seven classifications and the labor market adjustments. The fiscal impact of the adjustments for FY2019-20 totals \$125,231 and is covered in the FY2019-20 utility budgets. The fiscal impact for FY2020-21 is approximately \$1,085,338 and is included in the adopted

FY2020-21 budget.

CC #: 0883

File #: 0600-01

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

10. SPECIAL REQUESTS/REPORTS/PRESENTATION

10.1. Housing Element Update Workshop

Senior Planner Lauren Hocker and Development Services Director Mike Isom with information on the proposed approach to the Housing Element Update.

CC #: 0890

File #: 0800-06

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

10.2. Police Department Update

Police Chief James Maccoun with an update on the new police beat seven, community policing efforts, and recent accomplishments within the Police Department.

CC #: 0891

File #: 0323

CONTACT: Rob Baquera 916-774-5015 rbaquera@roseville.ca.us

10.3. Fiscal Year 2019-20 Third Quarter Report

Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman with an informational report that includes financial data for the third quarter of FY2019-20 for the General Fund, the enterprise operating funds, and revenues in selected other funds. This report also includes an update on the impacts of the COVID-19 pandemic on fourth quarter revenues and expenditures/expenses.

CC #: 0889

File #: 0201

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

11. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

8. City Council Action

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

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

11.1. Creekview Community Facilities District No. 2 (Public Service) - Resolution of Formation; Resolution of Annexation of Territory to Community Facilities District No. 3 (Municipal Services) - Annexation No. 24 (Creekview)

Memo from Administrative Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-289 OF FORMATION OF COMMUNITY FACILITIES DISTRICT AND FUTURE ANNEXATION AREA CITY OF ROSEVILLE Creekview Community Facilities District No. 2 (Public Services); and adopt RESOLUTION NO. 20-290 CALLING SPECIAL LANDOWNER ELECTION FOR COMMUNITY FACILITIES DISTRICT CITY OF ROSEVILLE Creekview Community Facilities District No. 2 (Public Services); and adopt RESOLUTION NO. 20-291 DECLARING RESULTS OF SPECIAL LANDOWNER ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN CITY OF ROSEVILLE Creekview Community Facilities District No. 2 (Public Services); and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAX WITHIN CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES); and adopt RESOLUTION NO. 20-292 OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS CITY OF ROSEVILLE Community Facilities District No. 3 (Municipal Services) Annexation No. 24 (Creekview); and adopt RESOLUTION NO. 20-293 DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN CITY OF ROSEVILLE Community Facilities District No. 3 (Municipal Services) Annexation No. 24 (Creekview). The landowners are obligated to participate in a Public Services CFD (CFD No. 2) to fund the ongoing maintenance obligations of authorized services within the district and to annex into the existing Municipal Services CFD (CFD No. 3). The annexation into the Community Facilities District No. 3 (Municipal Services) helps offset the property's impact on the City General Fund resources available to pay for municipal services and therefore will not negatively impact the General Fund.

CC #: 0873

File #: 0206-03-01 & 0400-09-01

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

Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

11.2. Permanent Local Housing Allocation Application

Memo from Housing Manager Trisha Isom and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-296 ADOPTING THE PERMANENT LOCAL HOUSING ALLOCATION PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PERMANENT LOCAL HOUSING ALLOCATION APPLICATIONS, STANDARD AGREEMENTS AND OTHER DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-297 AUTHORIZING THE CITY MANAGER TO EXECUTE THE PERMANENT LOCAL HOUSING ALLOCATION APPLICATIONS, STANDARD AGREEMENTS AND OTHER DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-298 APPROVING AN AGREEMENT BETWEEN CITY OF ROSEVILLE AND CITY OF ROCKLIN FOR DELEGATION OF PERMANENT LOCAL HOUSING ALLOCATION FUNDS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval to submit a Permanent Local Housing Allocation Plan and application for funding allocations administered by the State of California Department of Housing and Community Development for the City and on behalf of the City of Rocklin for housing-related projects and programs. This report is to request State funds and has no impact on the City's General Fund.

CC #: 0885

File #: 0709-01

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

12. COUNCIL REPORTS / PUBLIC COMMENTS

13. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 0879
File #: 0800-04

Title: Westbrook Boulevard and Payson Avenue/Octave Avenue Intersection Improvement and Pleasant Grove Boulevard Changeable Message Sign Project - Approval of Plans and Specifications and Authorization to Call for Bids

Contact: Jerome Pastor 916-746-1300 jpastor@roseville.ca.us

Meeting Date: 7/15/2020
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the improvement plans and specifications for the Westbrook Boulevard at Payson Avenue/Octave Avenue traffic signal and the Pleasant Grove Boulevard Changeable Message Sign project, and authorize staff to call for bids.

BACKGROUND

The Westbrook Boulevard at Payson Avenue/Octave Avenue intersection is currently a four-way stop controlled intersection. The intersection was recently re-evaluated for right-of-way controls and determined to warrant an upgrade to a traffic signal. Findings supporting the installation of a traffic signal include:

- The intersection is experiencing increasing traffic volumes;
- The intersection is used heavily by pedestrians and bicyclists;
- A multi-use trail crosses the northern leg of the intersection that serves several nearby schools including the nearby West Park High School which is scheduled to open this fall.

The intersection improvements will provide enhanced right-of-way controls for the orderly movement of vehicle traffic and improve pedestrian and bicyclist safety through the use of a high-visibility crosswalk similar to the one installed with the recently completed Junction Boulevard and Park Regency Drive Traffic Signal Project. The crosswalk will be wider than a typical crosswalk to allow for its simultaneous use by pedestrians and bicyclists while still providing separate pedestrian and bicyclist crossing activations. The distinct activations will guarantee that each user type is allocated enough time to cross Westbrook Boulevard, while minimizing delay at the intersection. The intersection will also include a flashing yellow arrow which provides enhanced efficiency by reducing vehicle delays.

This project also includes the installation of a new changeable message sign on westbound Pleasant Grove Boulevard between Roseville Parkway and Highway 65 (see attached project map). The City Council adopted the ITS (Intelligent Transportation Systems) Master Plan in

2005. One of the many elements contained in that Plan is the deployment of strategically placed changeable message signs on critical arterial roadways within the City. Changeable message signs help reduce traffic congestion by communicating traffic-related information to the motoring public. Since the adoption of the Master Plan, ten changeable message signs have been installed in Roseville.

On September 5, 2018 Council approved the plans and specifications for the Pleasant Grove Changeable Message Sign (CMS) Project and authorized staff to call for bids. However, the project received no responses when put out to bid in 2019. In order to capitalize on the economy of scale and increase interest in the project, the CMS has been bundled with the Westbrook Boulevard and Payson Avenue/Octave Avenue Intersection Improvement Project.

The plans and specifications for the Westbrook Boulevard and Payson Avenue/Octave Avenue Intersection Improvements and Pleasant Grove Boulevard Changeable Message Sign Project have been completed and are attached.

Construction is anticipated to begin this fall, and be completed in the spring of 2021.

FISCAL IMPACT

The estimated cost for this project is \$950,000. The table below details the costs:

Anticipated Expenses	
Westbrook Blvd and Payson Ave/Octave Ave Intersection Engineers Estimate	\$542,400
Pleasant Grove Blvd Changeable Message Sign Engineers Estimate	\$160,000
Other Construction Costs	\$247,600
Subtotal	\$950,000

Other Construction Costs include Construction Engineering & Inspection, Material Testing, and City Furnished Materials. The project is included in the City's Capital Improvement Program (CIP) and is fully funded by the Traffic Mitigation Fund. No General Fund resources will be used for the project.

ENVIRONMENTAL REVIEW

Westbrook Boulevard and Payson Avenue/Octave Avenue: Implementation of the proposed project, signalization at Westbrook Drive and Payson Avenue, was previously evaluated in the Amoruso Ranch Specific Plan Final EIR (SCH# 2008032115) certified by the City Council June 15, 2016. The proposed project is consistent with the project evaluated in the certified Final EIR and consequently no additional CEQA action is required.

Pleasant Grove Boulevard Changeable Message Sign: The proposed installation of the Changeable Message Sign on Pleasant Grove Boulevard qualifies for a Class 1 exemption as described in Section 15301 of the California Environmental Quality Act (CEQA)

guidelines. It also qualifies for a Class 4 exemption as described in Section 15304 of the California Environmental Quality Act (CEQA) guidelines. The project includes the modification of existing street infrastructure, is confined to existing City right-of-way, and would not result in expansion of use. No environmentally sensitive resources are located within the project site, therefore the Class 1 and 4 exemptions apply to the proposed project. A Notice of Exemption has been prepared and is on file with the City Clerk's Office.

Respectfully Submitted,

Jerome Pastor, Assistant Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

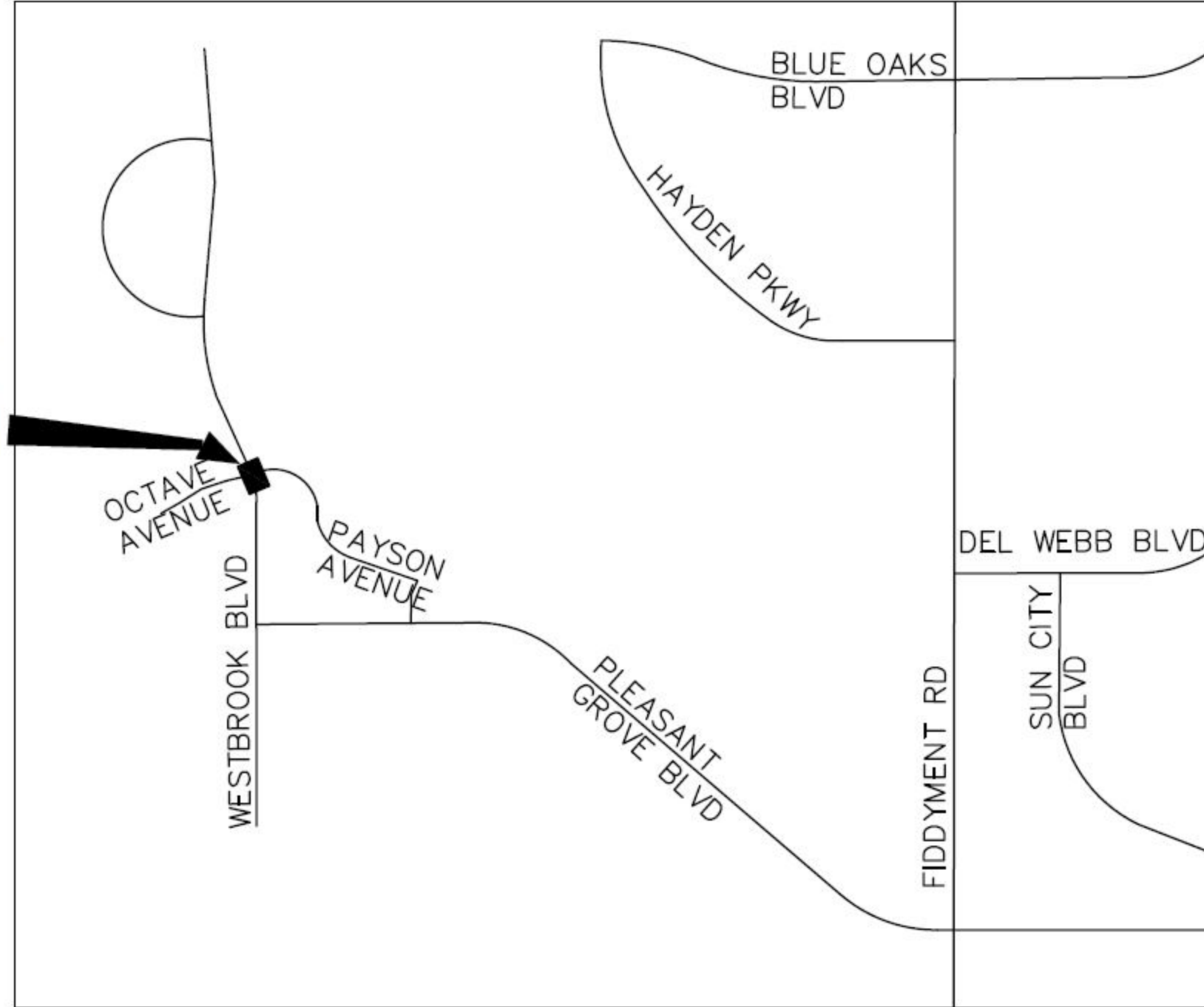
Description

Location Maps

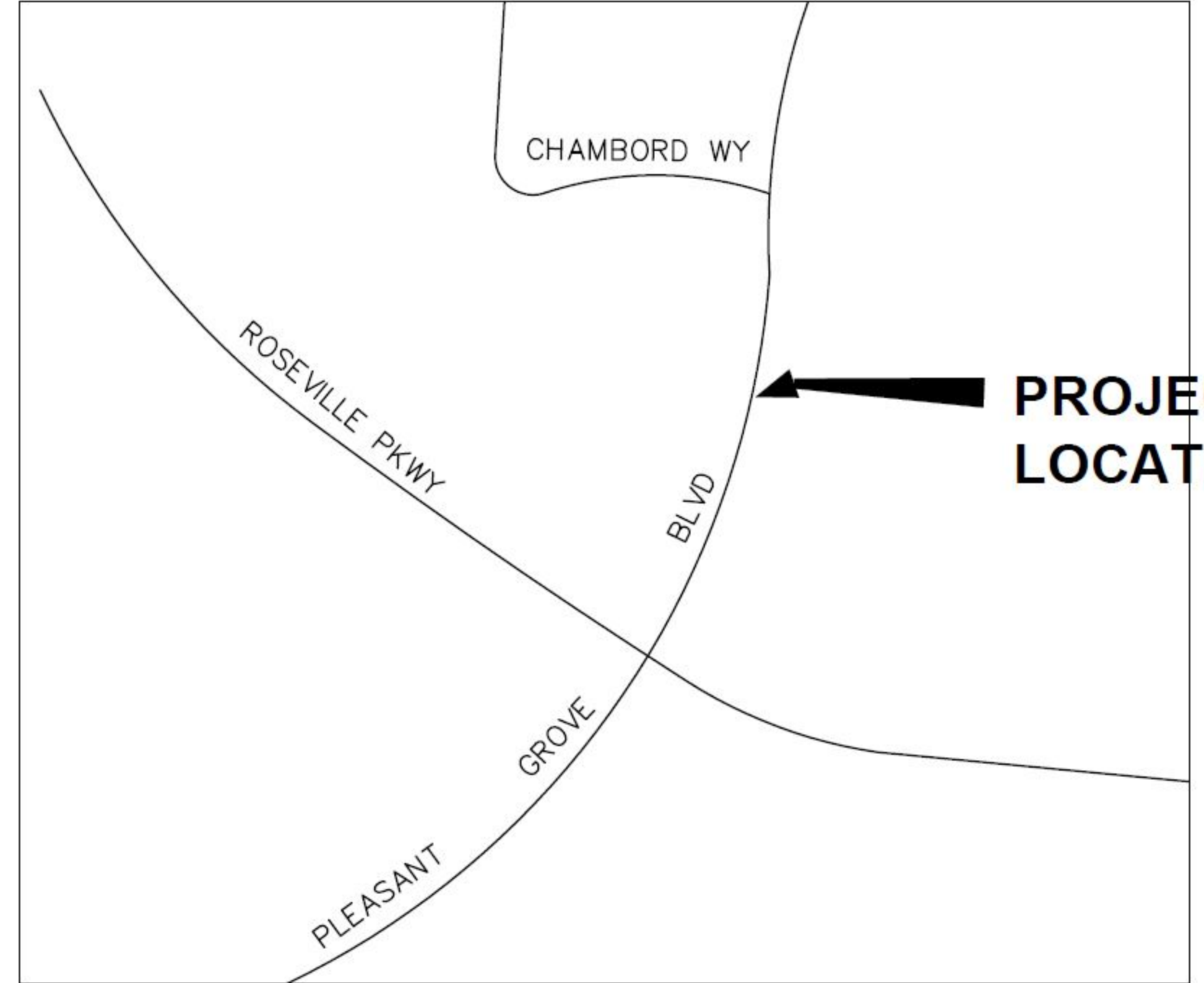
Project Manual

Project Plans

**PROJECT
LOCATION**

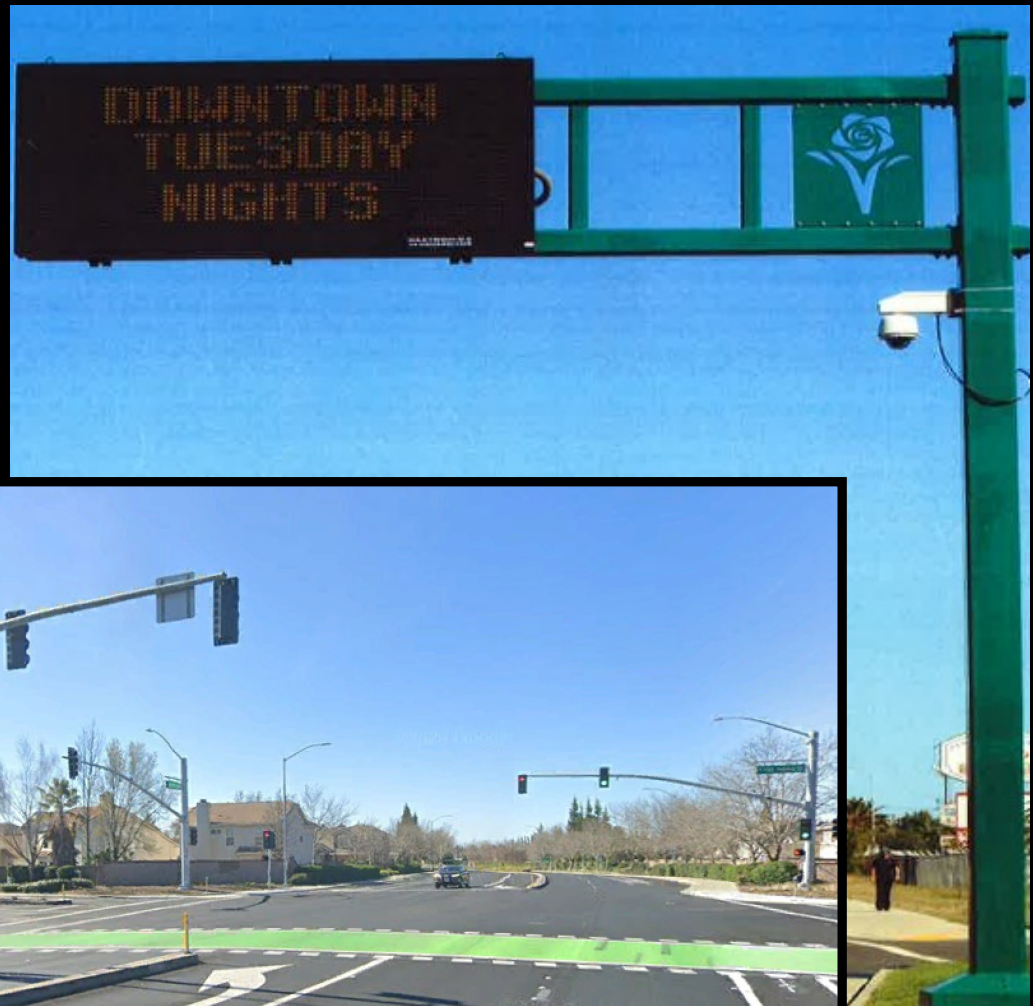


**PROJECT
LOCATION**



Westbrook Blvd and Payson Ave/Octave Ave Intersection Improvement and Pleasant Grove Blvd CMS Project

Public Works - Engineering

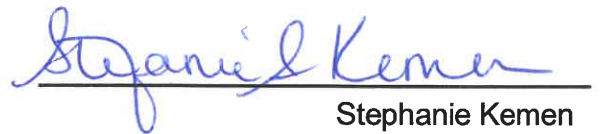


Notice to Contractors, Proposal, and Special Provisions for the
**Westbrook Blvd and Payson Ave / Octave Ave
Intersection Improvement and Pleasant Grove
Changeable Message Sign Project**

Public Works – Engineering

Pre-Bid information can be found at:
roseville.ca.us/business/bids_rfps_rfqs_and_rfis.asp

Approval Recommended By:


Stephanie Kemen
Principal Engineer

Approved By:


Jason Shykowski
Public Works Director

Bids Due: August 11th, 2020

Contract: TBD

For use in connection with the latest editions of the
State of California Standard Specifications, Standard
Plans, Labor Surcharge and Equipment Rental Rates

I
NOTICE TO CONTRACTORS

CITY OF ROSEVILLE

DEPARTMENT OF PUBLIC WORKS

Name of Project: Westbrook Blvd and Payson Ave/Octave Ave Intersection Improvement and Pleasant Grove Blvd Changeable Message Sign Project

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposal will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until August 11, 2020 at 3:00 p.m. Late proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on August 11, 2020 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project:
Westbrook Blvd and Payson Ave/Octave Ave Intersection Improvement and Pleasant Grove Blvd Changeable Message Sign Project.

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained on-line from the City of Roseville's website at https://www.roseville.ca.us/business/procurement_services/bids_rfps. All communications relative to this project shall be conducted through Public Purchase.

Bids shall be submitted on the City's Proposal Forms included in the Project Manual, plainly endorsed with the Bidder's name together with signed acknowledgement of any and all addenda. Proposal Forms shall be securely sealed in a suitable envelope marked with the name

and address of the Bidder, and marked in capital letters on the front and back of the envelope as follows:

[NAME OF PROJECT]

(Name of Bidder)

(Address of Bidder)

Whether mailed or personally delivered, all bids shall be addressed to the City of Roseville, Office of the City Clerk, 311 Vernon Street, Roseville, California, 95678.

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit in an amount equal to at least ten percent (10%) of the Bidder's Grand Total Price. The Bid Guaranty will be retained by the City and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance. The City intends to award the Contract to the lowest responsible Bidder based on the Grand Total Bid Price for all components of the Project. To the extent allowed by law, the City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the

public notice for opening bids, a bid will not be received after the deadline submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

Bids will be examined and reported to the City Council within sixty (60) business days after the bid opening. Except as permitted by applicable law, no Bidder may withdraw its bid for a period of sixty (60) business days after the date of bid opening. Each Bidder will be notified of any award of the Contract by the City.

The City will affirmatively ensure non-discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the award and administration of contracts that it awards.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the City withholding retention of payments during the Project.

The City has determined that the Contractor shall possess a valid Class A, General Engineering Contractor's license at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 7 “Legal Relations and Responsibility” of the Standard Construction Specifications.

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 or exempt from registration requirements pursuant to Labor Code Section 1725.5(f). It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform work pursuant to Labor Code Section 1725.5 at the time the contract is awarded or is exempt from registration requirements pursuant to Labor Code Section 1725.5(f). The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All questions prior to the deadline for bid submissions shall be directed to the attention of Public Works Engineering via Public Purchase at

<https://www.publicpurchase.com/>. The deadline for submissions of questions and clarifications regarding the Contract Documents is seven calendar days before the deadline for bid submissions. Only Addenda issued by the City are binding.

City Clerk, City of Roseville

Dated: _____

Published: _____

II
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

1-1.01 **GENERAL.** These Instructions to Bidders form a part of the Contract Documents. Capitalized terms are defined in Standard Construction Specifications Section 1.

1-1.02 **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the Contract Documents, including these Instructions to Bidders, and shall inform itself of the conditions relating to the execution of the Work. Failure to do so will not relieve the successful Bidder of its obligation to enter into an Agreement and complete the Work in strict accordance with the Contract Documents. Conditions relating to the execution of the Work include the requirements of federal, state, and local laws, statutes and ordinances relative to the execution of Work, including, but not limited to, applicable regulations concerning prevailing wage rates, non-discrimination in the employment of labor, protection of the public, employee health and safety, and environmental protection.

The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work to be performed, the quantities of materials to be furnished, and as to the requirements of all the Contract Documents.

1-1.03 **EXISTING INFORMATION.** Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site

conditions and hereby disclaims any liability as a result of Contractor's or Bidder's reliance on such investigations. City will presume that all Bidders have conducted their own site investigations, including investigations of subsurface conditions. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records may be made only at the location noted above. The records of such investigations are not a part of the Contract Documents and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the investigations made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof. The City makes no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling the terms of the Contract.

SECTION 2: BID REQUIREMENTS

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder standard Proposal Forms, which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked “PROP” plus the Addendum acknowledgment form (front sheet) from all Addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

The Proposal and one (1) copy thereof shall be submitted as directed in the “Notice to Contractors” under sealed cover plainly marked as a Proposal, and identifying the project to which the Proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

All blank spaces in the Proposal must be completed, as required, in ink. All price information shall be shown, clearly legible, in figures where required.

The Bidder shall sign the Proposal in the blank space provided therefor. If the Bidder is the sole owner, the Proposal shall be signed by the owner. If the Bidder is a corporation, the legal name of the corporation and its State of incorporation shall be set forth and the Proposal shall be signed by at least two officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth, the names and addresses of all partners shall be given and the Proposal shall be signed by a partner in the firm authorized to sign contracts on behalf of the partnership. If the Bidder is a joint venture, the Proposal shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so. If the Proposal is signed by an agent of the Bidder other than an officer of a corporation or a member of a partnership, a notarized Power of

Attorney must be on file with the City prior to opening of bids or must be submitted with the Proposal. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Proposal.

2-1.02 **SUBMISSION OF BIDS.** Bids must be submitted at the prescribed time and location specified in the Notice to Contractors. Any submission received after the prescribed time shall be rejected, regardless of whether or not bids are opened exactly at the prescribed time.

Any unauthorized conditions or qualifications entered on, or changes made to, the Proposal may render it invalid and may cause its rejection.

No telegraphic, telephonic, or facsimile or other electronically transmitted bids will be considered.

2-1.03 **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each Proposal shall list the name, address and Contractor license number of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of its total bid, in accordance with Section 4100 to 4114, inclusive, of the Public Contract Code for the State of California. The Bidder shall list the Subcontractor's license number and the portion of the Work that will be done by each Subcontractor. If the Bidder fails to specify a Subcontractor for any portion of the Work, the Bidder agrees to perform that portion of the Work itself, and represents that it is qualified to perform that portion of the Work itself. The Bidder's attention is invited to other provisions of the Public Contract Code related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

2-1.04 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

All Bidders at the time of bid submittal shall be licensed as Contractors in accordance with the laws of this State. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. The form of Contractor's license required is stated in the Notice to Contractors, provided that the City makes no representation as to whether the State may require other or additional licenses. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engaged in the general class or type of Work called for under this Contract.

All Bidders and Contractors, including Subcontractors, shall have a current City business license before undertaking any Work.

2-1.05 **NONCOLLUSION DECLARATION.** By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on the behalf of any person therein named, and that the Bidder has not, directly or indirectly, included or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought collusion to secure the Bidder an advantage over any other Bidder.

Bidders shall submit a properly completed and executed "Noncollusion Declaration" in the form required by Public Contract Code Section 7106 and provided with the Proposal (PROP-11).

2-1.06 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any

employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

2-1.07 **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

A Bidder's bond shall conform to the City's bond form in the Proposal and shall be properly filled out and executed.

2-1.08 **SCHEDULE OF BID PRICES.** Bidders are directed to submit firm unit and lump sum prices for all Work set forth in the Contract Documents on the Proposal Form entitled "Schedule of Bid Prices."

Unit prices and lump sum prices, as indicated, must be entered in the appropriate spaces provided in the Schedule of Bid Prices. If applicable, unit prices shall be multiplied by the quantities shown, and the total shall be inserted in the Amount column. In the event of any error or discrepancy between the unit price and the calculated amount, the unit prices shall govern. The City may correct any mathematical errors apparent on the face of the bid.

The amounts shown in the Amount column must be added together in arriving at the Grand Total Bid Price.

Amounts for Allowance bid items must be entered in the exact amount in the Amount column.

The prices included within the Schedule of Bid Prices shall include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the Work in accordance with the Contract Documents.

The Grand Total Bid Price shall be indicated in the Summary table form included with the Schedule of Bid Prices. The Grand Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the Work, as more specifically described on the Schedule of Bid Prices form itself.

Full compensation for complying with the Contract Documents, including requirements of the Standard Specifications, the Standard Construction Specifications, Supplemental Conditions, and all warranties, shall be considered included in the bid items and no additional compensation shall be allowed therefor.

Full compensation for completion of all work as shown on the plans, as specified in the Specifications, and as directed by the City, shall be considered included in the bid items and no additional compensation shall be allowed.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term “unbalanced bid” is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit of each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work or a disproportionate distribution of contract funds.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of Work under a bid item. The City makes no representation that any Work

under a bid item will be performed during the course of the Project or that the Work will be performed at the quantities included in the Schedule of Bid Prices. As provided in the Standard Construction Specifications, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

The City shall compare bids on the basis of the Grand Total Bid Price, which includes the base bid and any alternates designated on the Schedule of Bid Prices. Alternates may or may not be awarded, or may be awarded in any combination, at the City's discretion.

2-1.09 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. Facsimile and electronic mail requests are not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

2-1.10 **ADDENDUM.** Proposals shall include all costs and account for all Addenda issued prior to opening of bids. The Bidder is responsible for verifying that all issued Addenda have been received. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

2-1.11 **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

2-1.12 **TRENCHING AND EXCAVATION WORK.** In accordance with the provisions of California Labor Code Section 6707, if the Work involves construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

SECTION 3: EVALUATION OF BIDS

3-1.01 **BID EVALUATION PROCESS.** Bids will be evaluated to determine the apparent low Bidder. The apparent low Bidder will be determined on the basis of the Grand Total Bid Price, as shown in the Schedule of Bid Prices. If additive or deductive alternates are used in the Schedule of Bid Prices, the apparent low Bidder will be the Bidder with the lowest total of the bid prices for base contract items plus the alternates designated by the City as those that will be used for determining the lowest bid price. However, the City reserves the right to (1) not award any alternates or (2) award any combination of alternates.

In case of discrepancy between the total of the base contract items and any specified alternates and the stated Grand Total Bid Price, the total of the base contract items plus specified alternates shall prevail. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected addition. For example, if the mathematical total of Bidder's base contract items plus specified alternates equals \$1,000,000, but the Bidder has written \$1,250,000 as the Grand Total Bid Price, the City will consider \$1,000,000 to be the Bidder's Grand Total Bid Price for purposes of comparison to other Bidders and actual bid award. The City reserves its rights to reject or accept bids based on discrepancies between the stated Grand Total Bid Price and the actual mathematical total of the base contract bid items, plus specified alternates.

3-1.02 **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bid procedure for any reason.

3-1.03 **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

All Bidders are put on notice that any collusive agreement to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the City Charter, State Contract Act and the Business and Professions Code and may render void any Contract let under such circumstances.

3-1.04 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in its bid, the Bidder shall give the Department written notice within five (5) Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

SECTION 4: AWARD AND EXECUTION OF CONTRACT

4-1.01 **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) business days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) business days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

4-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited, will be returned.

4-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2) bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract Price. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly. Sureties on each of said bonds shall be satisfactory to the City.

All alterations, extensions of time, extra and additional Work, and other changes authorized by the Standard Specifications, the Standard Construction Specifications, the Supplemental Conditions or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

4-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at its own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the Standard Construction Specifications. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

4-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance

certificates, within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

If the Bidder is an individual, the Contract shall be executed personally by the Bidder. If the Bidder is a partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, treasurer or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. In the alternative, a person other than an officer may sign the Contract, provided evidence satisfactory to the City is provided indicating the individual's authority to bind the corporation. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than officers, or only by one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Bidder is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

4-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City, shall be just cause for annulment of the award and forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to

Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

SECTION 5: BID PROTEST PROCEDURES

5-1.01 **POLICY/PROCEDURES.** It is the policy of the City to consider fully and adjudicate promptly protests filed by prospective Bidders relating to the City's bidding procedure or award of the Contract. Protests shall be filed and processed in accordance with Section 4.12.150 of the Roseville Municipal Code. A Bidder's failure to follow the bid protest procedures may result in rejection of the protest by the City.

III PROPOSAL

PROPOSAL TO THE DEPARTMENT OF Public Works

Project Westbrook Blvd and Payson Ave/Octave Ave Intersection Improvements
and Pleasant Grove Blvd Changeable Message Sign Project

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date _____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

*If a Corporation, incorporated under the laws of the State of: _____

The undersigned Bidder herewith submits this Proposal and binds itself on award by the City of Roseville under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice to Contractors, Instructions to Bidders, Form of Agreement, Standard Specifications, Standard Construction Specifications, Supplemental Conditions, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties are required thereby are hereby affirmed.

The work to be done is described in the Bidding Documents entitled _____
_____, City of Roseville, California.

This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened.

The undersigned Bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Proposal, other than that requested, may render the bid non-responsive.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed Work, the attached Form of Agreement, and the plans, Specifications, and other Contract Documents; and agrees if this Proposal is accepted, that it will contract with the City of Roseville, in the form of a copy of the Agreement contained in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that the Bidder will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers _____. (IF NONE, STATE NONE).

Bids are required for all Bid Items. The amount of the Bid for comparison purposes will be the total of all items awarded.

The Bidder shall set forth for each item of work, in clearly legible figures, an item (“unit”) price and a total for the item in the respective spaces provided for this purpose in the Schedule of Bid Items.

The prices included within the Schedule of Bid Items include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment,

delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance with the Contract Documents.

Accompanying this Proposal is _____.

(Notice: Insert the words "Cash \$_____", "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be, in an amount equal to at least ten percent (10%) of the total of the Bid.)

The names of all persons interested in the foregoing Proposal as Principals, are as follows: _____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

If PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By _____
*Signature of Authorized Official**

By _____
*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

*Signature of Authorized Official**

*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

*If Bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to City is provided demonstrating that such individual is

authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

LIST OF SUBCONTRACTORS

Contractor's Name: _____

The Bidder is required to furnish the following information in accordance with the provisions of Section 4100 and 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all Subcontractors that perform work, provide labor or render services to the Bidder in connection with the Project in an amount in excess of one-half of one percent (0.5%) of the total amount of the Bidder Grand Total Price.

PORTION/ TYPE OF WORK	% OF CONTRACT	SUB- CONTRACTOR'S NAME	CONTRACTOR LICENSE NO.	DIR REG NO.	BUSINESS ADDRESS (CITY, STATE)

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____
_____, as PRINCIPAL, and

a, _____ and duly authorized to transact business
under the laws of the State of California, as SURETY, are held and firmly bound unto the City of
Roseville in the penal sum of _____ dollars
(\$_____), being at least TEN PERCENT (10%) OF THE TOTAL AMOUNT OF
THE BID of the Principal above named, submitted by said Principal to the City of Roseville,
acting by and through the Public Works Director, for the work described below, for the payment
of which sum in lawful money of the United States, well and truly to be made, to the Director of
the Department to which said Bid was submitted, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of
the City of Roseville, as aforesaid, for certain construction specifically described as follows, for
which Bids are to be opened at the Office of the City Clerk located at 311 Vernon Street,
Roseville, California, on _____, 20__ FOR

(Copy here the exact title of work as it appears on the Proposal.)

NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented for signature, enters into a written Contract, in the prescribed form, in accordance with the Bid, and files all insurance and two (2) Bonds with the Department, one (1) to guarantee Faithful Performance and the other to guarantee Payment for Labor and Materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 20__.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Business Address

NOTE: To be considered complete, both the Principal and the Surety must sign this Bidder's Bond. In addition, signatures of those executing for the Surety must be properly acknowledged.

**Westbrook Blvd and Payson Ave/Octave Ave Intersection Improvements and
Pleasant Grove Changeable Message Sign Project Schedule of Bid Items**

Contractor: _____

Contractor DIR Registration No.: _____

Item No.	Item	Unit	Estimated Quantity	Item Price	Subtotal
1	Mobilization	LS	1	_____	_____
2	Traffic Control	LS	1	_____	_____
3	Storm Water Pollution Control	LS	1	_____	_____
4	Westbrook Blvd and Payson Ave/Octave Ave – Signing and Striping	LS	1	_____	_____
5	Westbrook Blvd and Payson Ave/Octave Ave – Traffic Signal Installation	LS	1	_____	_____
6	Westbrook Blvd and Pleasant Grove Blvd – Fiber Optic Signal Interconnect	LS	1	_____	_____
7	Westbrook Blvd and Payson Ave/Octave Ave – Civil Improvements	LS	1	_____	_____
8	Pleasant Grove Blvd – Changeable Message Sign Installation	LS	1	_____	_____

Total of base bid (Items #1 to #8) _____

Contractor's Acknowledgement of Addendum # _____:

INITIAL

DATE

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under the penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____

No_____

If the answer is yes, explain the circumstances in the following space.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

Included in the Bid Price is full compensation for the requirements set forth in the
INSURANCE BROKER INFORMATION PACKET of the Project Manual.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

Although soil and site investigation reports have been obtained from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information contained therein. These reports are subject to change at any time, may be incomplete, and/or may contain errors. This information is provided for informational purposes only. The City of Roseville provides this information on an “as is” basis. Warranties of any kind, express or implied, or statutory, including but not limited to the implied warranties of merchantability, and fitness for a particular purpose ARE DISCLAIMED to any party viewing these documents or to any third party.

The City of Roseville does not accept and expressly disclaims liability to any party viewing such information, or to any third party whatsoever, for any loss, damage, or injury (including incidental or consequential damages) whether such loss, damage, or injury is the result of negligence, willful or intentional misconduct, or any other cause.

I have read and acknowledged the above disclaimer and agree to hold harmless the City of Roseville on any theory of liability for any loss, damage or injury whether in contract, strict liability or tort arising in any way out of the use or contents of the released information or documents described above or the performance of the work called for herein.

Print Name

Signature

Name of Business/Company/Corporation

Date

Address

Phone

END OF PROPOSAL

IV AGREEMENT

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
_____, a _____,
 (“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 ____ day of _____, 20____, approved plans and specifications for the Westbrook Blvd and Payson Ave/Octave Ave Intersection Improvements and Pleasant Grove Blvd Changeable Message Sign Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the ____ day of _____, 20____; 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 Westbrook Blvd and Payson Ave/Octave Ave Intersection Improvements and Pleasant Grove Blvd Changeable Message Sign Project 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 _____ dollars (\$_____) 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 55 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

CONTRACTOR

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

BY: _____
its: _____

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

V
INSURANCE BROKER
INFORMATION PACKET

TABLE OF CONTENTS

	<u>Page</u>
Notice to Insurance Broker	INS 1
Insurance Requirements	INS 2
Public Works Faithful Performance Bond	INS 7
Public Works Payment Bond	INS 9

NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as Westbrook Blvd and Payson Ave/Octave Ave Intersection Improvements and Pleasant Grove Blvd Changeable Message Sign Project. The Contract Conditions for that project require your client (“the Contractor”) to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled “Insurance Requirements.” Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished.

Please refer to Special Provisions for modifications of the Standard Construction Specifications, if any, and the requirements of this insurance packet.

Please use the standard City of Roseville Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: \$_____.

Bonds must be sent to the following staff person:

Insurance documents must be provided using one of the following methods:

- a. By email to roseville@ebix.com and riskmanagement@roseville.ca.us
- b. By fax to (770) 335-5727 and (916) 774-5461

After using one of these methods, please **DO NOT** send the insurance certificate(s) by mail.

When forwarding the documents, please refer to the project name so that the documents can be matched with the Contract for which they are submitted.

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the Standard Construction Specifications:

7-1.06 **INSURANCE COVERAGE.**

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and

limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

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

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the

Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance Is ____ OR Is Not ____ Required by Risk Management:** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a “claims made” or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an “occurrence” basis.

7-1.06A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract.

Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City’s indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage

for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract 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 the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

**J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY
PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF
NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.**

Bond No. _____
Premium \$ _____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND
(Project: Westbrook Blvd and Payson Ave/Octave Ave Intersection Improvements and Pleasant Grove Blvd Changeable Message Sign Project)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____ as contractor ("PRINCIPAL") for the public work described as Westbrook Blvd and Payson Ave/Octave Ave Intersection Improvements and Pleasant Grove Blvd Changeable Message Sign Project (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars (\$ _____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the
PRINCIPAL and SURETY above-named, on the ____ day of _____,
20____.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

***(Notarization by Surety and copy of
Power of Attorney required.)***

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium \$ _____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: Westbrook Blvd and Payson Ave/Octave Ave Intersection Improvements
and Pleasant Grove Blvd Changeable Message Sign Project)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____
as contractor ("PRINCIPAL"), for the public work described as Westbrook Blvd and Payson Ave/
Octave Ave Intersection Improvements and Pleasant Grove Blvd Changeable (the "WORK"). The
Message Sign Project
contract ("AGREEMENT"), for the public work described above, and all of its terms and
conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the
AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____
_____, a _____, admitted
and duly authorized to transact business under the laws of the State of California, as
SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and
assigns in the sum of _____
dollars (\$ _____) (which amount is not less than 100% of the
AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which
payment, well and truly to be made, we bind ourselves, our heirs, executors and
administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors,
heirs, executors, administrators, successors or assigns fails to pay any of the persons
named in Section 8004 or 9100 of the Civil Code of the State of California, or the
amounts due under the Unemployment Insurance Code of the State of California, or any
amounts required to be deducted, withheld and paid over to the Employment
Development Department from the wages of employees of the PRINCIPAL and its
subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with
respect to work or labor performed by any such claimant, that the SURETY will pay for
the same, in an amount not exceeding the sum specified in this bond, and also, in case
suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the
Court.

This bond shall inure to the benefit of any and all persons, companies, and
corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section
9350 et seq. of the Civil Code of the State of California, so as to give a right of action to
them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____
City Attorney

VI
CITY OF ROSEVILLE
STANDARD CONSTRUCTION SPECIFICATIONS

CITY OF ROSEVILLE

STANDARD CONSTRUCTION SPECIFICATIONS

TABLE OF CONTENTS

	<u>Page</u>
Adoption of State Specifications	SCS 3
Section 1. General	SCS 3
Section 2. Bidding	SCS 5
Section 3. Contract Award and Execution	SCS 9
Section 4. Scope of Work	SCS 11
Section 5. Control of Work	SCS 11
Section 6. Control of Materials	SCS 18
Section 7. Legal Relations and Responsibility	SCS 18
Section 8. Prosecution and Progress	SCS 32
Section 9. Payment	SCS 33
Section 14. Environmental Stewardship	SCS 35

ADOPTION OF STATE SPECIFICATIONS

1. The State of California Department of Transportation (“Caltrans”) Standard Specifications dated 2015, are hereby adopted as the Standard Specifications of the City of Roseville except insofar as they may be modified by these Standard Construction Specifications.

2. Except for Division 1, Section 2, numbering in these Standard Construction Specifications conforms to that in the Caltrans Standard Specifications. The existence of a section in these Standard Construction Specifications means that the corresponding section of the Standard Specifications is modified in some respect. Unless otherwise specified, the modified Standard Specification provisions are deleted entirely, and the provisions of these Standard Construction Specifications are substituted.

DIVISION 1. GENERAL PROVISIONS

SECTION 1. GENERAL

ACCEPTANCE. Shall mean the formal Acceptance by resolution of the Roseville City Council of an entire Contract which has been completed in all respects in accordance with the Plans and specifications and any modifications thereof previously approved, causing a notice of completion to be filed with the County Recorder.

ATTORNEY GENERAL. The City Attorney of the City of Roseville.

CITY ATTORNEY. The City Attorney of the City of Roseville.

CITY CLERK. Shall mean the City Clerk of the City of Roseville.

DEPARTMENT. Shall mean the Department of Public Works of the City of Roseville, also referred to as the Department of Contract Administration. References made to the Department of Transportation otherwise shall mean the State of California Department of Transportation.

DIRECTOR. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ENGINEER. Shall mean the Public Works Director of the City of Roseville or his or her duly authorized representative.

ESTIMATED COST. The estimate prepared by the Public Works Director of quantities of work to be performed.

LIQUIDATED DAMAGE. The amount to be deducted from payments due or to become due to the Contractor for delay, as set forth in the Special Provisions.

PLANS. The official Project Plans, Standard Plans, Improvement Plans, Construction Standards, profiles, typical cross sections, general cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Director which show the location, character, dimensions and details of the work to be performed. All such documents are to be considered as a part of the Plans whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

a. Standard Plans - The Standard Plans of the Department of Transportation of the State of California.

b. Project Plans - The Project Plans are specific details and dimension peculiar to the Work and supplemented by the Standard Plans, insofar as the same may apply.

c. Construction Standards - The City of Roseville Design and Construction Standards.

STATE. Reference to the State or State of California shall mean City or City of Roseville unless the reference is to a law or regulation of the State, and reference to Sacramento shall mean Roseville unless otherwise noted.

SECTION 2. BIDDING

SECTION 2 SHALL BE DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder a standard proposal form, which, when filled out and executed shall be submitted as its bid. Bids not presented on forms so furnished will be disregarded.

The proposal form is bound in a book together with the Notice to Contractors, special provisions, and Contract. The proposal shall set forth for each item of work, in clearly legible figures and words, an item price and a total for the item in the respective spaces provided, and shall be signed by the Bidder, who shall fill out all blanks in the proposal form as required therein.

All items shown on the schedule of bid items shall be properly filled in and shall include all costs of labor, materials, equipment, and State, Federal, or other taxes applicable to the transaction. The completed forms shall be without inter-lineations, erasures or alterations of any nature. If the proposal is made by an individual, his or her name and post office address must be shown; if made by a firm or partnership, the name and post office address of each member of the

firm or partnership must be shown; or if made by a corporation, the proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer of said corporation. If the proposal is signed by an agent, a “Power of Attorney” must be filed with the proposal.

The proposal shall be submitted as directed in the “Notice to Contractors” under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the time and date of the bid opening therefor. Proposals which are not properly marked may be disregarded. Proposal forms shall be obtained from the Director of Public Works, City of Roseville, California. Proposal forms are not transferable.

2-1.02 **REJECTION OF PROPOSALS AND DISQUALIFICATION OF BIDDERS.** Proposals may be rejected if they show any alterations of the forms, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one (1) proposal for the work contemplated, will cause the rejection of all proposals in which the Bidder is interested. The City reserves the right to reject any and all proposals.

2-1.03 **PROPOSAL GUARANTY.** All bids shall be presented under sealed cover and accompanied by one (1) of the following forms of Bidder's security.

a. Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City.

b. The security shall be in an amount equal to at least ten percent (10%) of the bid amount. A bid will not be considered unless one (1) of the forms of Bidder's security is enclosed with it.

c. A Bidder's bond will not be accepted unless it conforms to a bond form approved by the City Attorney. Upon request "Bidder's Bond" forms may be obtained from the Department.

2-1.04 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the Director. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline for submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and City is under no obligation to return the bids.

2-1.05 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a

basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

2-1.06 **PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER**

PREVENTION OF BIDDING. A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

2-1.07 **COMPETENCY OF BIDDERS.** If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with the Bid on a form approved by the City Attorney, and such affidavit of joint venture will be valid only for the specific project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the City Attorney prior to the time for awarding bids on the specific project for which it is submitted, a joint bid submitted by said Bidders will be disregarded. No bid will be accepted from or a Contract awarded to any Bidder to whom a proposal form has not been issued pursuant to Section 2-1.06.

2-1.08 **GUARANTY AND WARRANTY.** The Contractor shall guarantee and warrant all materials supplied as being fit for the purpose intended. The Contractor shall guarantee and warrant all work performed as having been accomplished in a proper and workman-like manner. The guarantee and warranty required by this section shall continue for a period of one (1) year after Acceptance of the Work.

Should any failure of the work occur within a period of one (1) year, after Acceptance of the project by the City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense.

The City is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) calendar days after being given written notice of such failure; provided, however, that in case of emergency where in the opinion of the Engineer, providing a reasonable attempt has been made to notify the Contractor, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Contractor, and the Contractor shall pay the entire cost thereof. At the completion of the work the faithful performance bond may be reduced at the discretion of the City Council to not less than ten percent (10%) of the Contract price to cover said guarantee.

Additional guarantees or warranties may be required by the Special Provisions.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.04 **CONTRACT AWARD.** The right is reserved to reject any and all proposals. The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) calendar days after the public opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the Roseville City Council may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) calendar days after the public opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred and four (104) calendar days after public opening of the proposals. The above time periods within

which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

All bids will be compared on the basis of the Director's estimate of the quantities of work to be done.

3-1.05 **CONTRACT BONDS.** The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price; said bonds shall be in a form approved by the City Attorney and shall be secured by a surety company satisfactory to the City Attorney. If the Contract price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

3-1.18 **CONTRACT EXECUTION.** The Contract, in form and contents satisfactory to the City, shall be executed by the successful Bidder and returned, together with the Contract bonds and certificates of insurance within fifteen (15) calendar days after written notice that the Contract has been awarded, or as otherwise directed, in writing, by the City. No proposal shall be considered binding upon the City until the execution of the Contract by the City.

3-1.20 **FAILURE TO EXECUTE CONTRACT.** Section 3-1.20, "Failure to Execute Contract" is added as follows:

“Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds

and insurance as provided herein within fifteen (15) calendar days, or within a different timeframe specified by City in writing, after such Bidder has received notice that the Contract has been awarded to him or her, shall be just cause for the annulment of the award and the forfeiture of the Bidder's security to the City as Liquidated Damages. The successful Bidder may file with the Roseville City Council a written notice, signed by the Bidder or his or her authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him or her. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds and insurance within the time prescribed by Section 3-1.18."

SECTION 4. SCOPE OF WORK

There are no amendments to the Standard Specifications.

SECTION 5. CONTROL OF WORK

5-1.02 **CONTRACT COMPONENTS.** These Standard Construction Specifications, the Standard Specifications, the Standard Plans, the Improvement Plans, Construction Standards, Project Plans, project Special Provisions (and any addenda), the Agreement, Contract Change Orders, and all supplementary documents are all essential parts of the Contract between Contractor and the City. A requirement occurring in one (1) is as binding

as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

In resolving inconsistencies among two (2) or more sections of the Contract Documents, precedence shall be given in the following order:

- A. Special Provisions
- B. City of Roseville Standard Construction Specifications
- C. City of Roseville Design and Construction Standards
- D. State Standard Specifications and Amendments to the State Standard Specifications, Standard Special Provisions, and Plans
- E. Drawings

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the Plans, the Contractor shall apply in writing to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the Plans, reference shall be made to the Director, whose decision thereon shall be final.

In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

5-1.20B(5) **CITY OF ROSEVILLE ENCROACHMENT PERMITS.** Section 5-1.20B(5), “City of Roseville Encroachment Permits” is added as follows:

“The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by

the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director.”

5-1.20B(6) **CITY OF ROSEVILLE BUSINESS LICENSE.** Section 5-1.20B(6), “City of Roseville Business License” is added as follows:

“The Contractor shall obtain a business license from the City prior to commencing work.”

5-1.20B(7) **OTHER PERMITS.** Section 5-1.20B(7), “Other Permits” is added as follows:

“The Contractor in coordination with the Director shall procure any necessary permits which the City has not specifically mentioned as obtaining.”

5-1.31 **JOB SITE APPEARANCE.** The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in price paid for the various Contract items of work involved, and no additional compensation will be allowed therefore.

5-1.38 **MAINTENANCE AND PROTECTION RELIEF.** Section 5-1.38 is deleted.

5-1.43 **POTENTIAL CLAIMS AND DISPUTE RESOLUTION.** Section 5-1.43 is deleted in its entirety and replaced with the following:

5-1.43A **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to payment for any additional compensation for any act or failure to act by the City, including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless he or she shall have given the City due written Notice of Potential Claim as hereinafter specified.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within three (3) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit a complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) calendar days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for

additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities

affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these Standard Construction Specifications, including but not limited to Section 5-1.43B.

It is the intention of this Section 5-1.43A that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he or she shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

5-1.43B **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) calendar days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) calendar days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claims that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claims shall be processed and made within sixty (60) calendar days after the public entity issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a

qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall be responsible for the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 9-1.22.

5-1.46 **FINAL INSPECTION AND CONTRACT ACCEPTANCE.** When the Director has made the final inspection and determines that the Contract work has been completed in all respects in accordance with the Plans and specifications, the Director will recommend that the Roseville City Council formally accept the work, and immediately upon and after such Acceptance by the City, the Contractor will be responsible for the work done for a period of one (1) year.

SECTION 6. CONTROL OF MATERIALS

6-1.03 **LOCAL MATERIALS.** Local material sites used by the Contractor shall be graded so that, at the time of final inspection of the Contract, they will drain and will blend in with the surrounding terrain.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02K(2) **WAGES.** The provisions of paragraphs 1 and 2 of Section 7-1.02K(2) of the Standard Specifications are amended to read as follows:

“Pursuant to the provisions of California Labor Code Section 1773, the City has identified the source, stated below, of the general prevailing rate of wages applicable to the

work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, and are incorporated herein as part of the Contract.

Pursuant to California Labor Code Section 1773.2, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.”

7-1.02K(6)(b) **EXCAVATION SAFETY.** For trenches or excavation five feet (5') or deeper, the Contractor shall obtain from the Division of Industrial Safety, a permit authorizing such construction.

7-1.02O **VEHICLE CODE.** Pursuant to the authority contained in Vehicle Code Section 591, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Vehicle Code Divisions 11, 12, 13, 14, and 15. Attention is directed to the statement in Section 591 that this section shall not relieve the Contractor nor any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment.

7-1.03 **PUBLIC CONVENIENCE.** Section 7-1.03 of the Standard Specifications is amended in part as follows:

1. Delete paragraph 10 (“Install signs, lights, flares . . .”) and substitute the following:

“In order to expedite the passage of public traffic through or around the work, the Contractor shall install signs, lights, flares, temporary railing (type K), barricades, and other facilities for the sole convenience and direction of public traffic as may be required. Also, as may be required, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing such signs, lights, flares, temporary railing (type K), barricades, flaggers, and other facilities shall be included in the lump sum paid for traffic control and no additional compensation will be allowed therefor.

In addition to the requirements previously specified for furnishing facilities and flaggers to expedite the safe passage of the public through or around the work, the Contractor shall at his or her expense furnish and erect within or adjacent to the work such warning, regulatory, or guide signs, markers, or devices as are necessary.”

2. Add a paragraph at the end of the section to read as follows:

“In addition to the requirements hereinbefore specified for furnishing facilities and flaggers for expediting the passage of public traffic through or around the work, the Contractor shall furnish and erect, within or adjacent to the limits of the Contract, such warning, regulatory, and guide signs as may be required. The Contractor shall furnish, install and remove all such signs. Payment for furnishing, installing and removing all such signs shall be included in the lump sum price paid for traffic control and no additional compensation will be allowed therefor.”

7-1.04 **PUBLIC SAFETY.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor

shall have the authority and be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce worksite safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all subcontractors adhere to the minimum CAL/OSHA safety requirements and that each subcontractor has an effective CAL/OSHA IIP (Illness and Injury Protection Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements

of CAL/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by his or her operations.

In accordance with California Labor Code Section 6705, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's subcontractors. The detailed plan showing design of shoring, bracing, sloping or other provisions shall be prepared by a registered civil or structural engineer in the State of California as required. Acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and his or her registered engineer.

Notwithstanding any classifications relative to the Tunnel Safety Orders, Work within confined spaces on this project is subject to the definitions and applicable provisions of California Code of Regulations Section 8400 et seq., Title 8.

The Contractor shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing one hundred or more square feet (100') of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

Nothing in these Standard Construction Specifications is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Labor Code Section 6707, the Contractor shall provide adequate sheeting, shoring and bracing for employee protection, as provided in the proposal as separate Bid Items.

7-1.05 **INDEMNIFICATION.** The City of Roseville and its officers, agents, employees, and volunteers, including but not limited to the Director, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or any things used or employed in performing the work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his or her workers, or anyone employed by the Contractor or his or her subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Roseville and its officers, agents, employees, and volunteers from all claims, suits, or actions of every name, kind, and description, brought forth, or on account of, injuries to or death of any person including, but not

limited to, workers and the public, or damage to property resulting from the performance of the Contract, except as otherwise provided by statute.

The duty of the Contractor to defend, indemnify, and save harmless includes, but is not limited to, the duties to defend as set forth in Civil Code Section 2778. The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

It is the intent of the parties that the Contractor will defend, indemnify, and hold harmless the City of Roseville, its officers, agents, employees, and volunteers from any and all claims, suits, or actions as set forth above regardless of existence or degree of fault or negligence, on the part of the City, the Contractor, the subcontractor or employee of any of these; except the duty does not apply where the injury or damage is due to the sole or active negligence or willful misconduct of the City.

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

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) calendar days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior

to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.16F, "Retentions," of the Standard Construction Specifications.

C. If the City had retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

7-1.06 **INSURANCE COVERAGE.** Section 7-1.06 Insurance in the Standard Specifications shall be deleted in its entirety and replaced with the following:

A. **Evidence of Maintenance Required.** The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. **Qualifying Insurers.** With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the

City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers’ compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

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

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers'

Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance (If Required by Risk Management):** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The

maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

7-1.06A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and

obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City’s indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract 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 the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

SECTION 8. PROSECUTION AND PROGRESS

8-1.04 **START OF JOB SITE ACTIVITIES.** The Contractor shall begin work by the date specified in the "Notice to Proceed" letter, and the Contractor shall thereafter diligently prosecute the work to completion.

The Contractor shall notify the Director, in writing, of his or her intent to commence work at least seventy-two (72) hours before work is begun. The notice shall specify the date on which the Contractor intends to begin work. If a project has more than one (1) location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of issuance of a "Notice to Proceed," any work performed in advance of such issuance shall be considered to have been done at Contractor's own risk and as a volunteer.

SECTION 9. PAYMENT

9-1.11C **PAYMENT INCLUSIONS.** The following is added to Section 9-1.11C

Payment Inclusions:

“No additional compensation will be made to the Contractor for claims of increased overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order. No compensation for extended performance will be granted unless the delay exceeds more than half of the float time available at the time of the delay.”

9-1.16E(4) **STOP NOTICE WITHHOLDS.** The City may, at its option and at any time, retain out of amounts due the Contractor, sums sufficient to cover claims (including costs and attorneys’ fees), filed pursuant to California Civil Code Section 9350 et seq.

9-1.16F **RETENTIONS.** The Department shall retain five percent (5%) of the Contract price as part security for the fulfillment of the Contract by the Contractor.

9-1.16G **PAYMENT OF WITHHELD FUNDS.** Section 9-1.16G, “Payment of Withheld Funds” is added as follows:

“Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to without any retention. If the Contractor so elects, a deposit with the City of securities with a value equivalent to the retention that would otherwise be withheld by the City shall be made. Said security shall be as provided in California Public Contract Code Section 22300, and shall be approved by the City both as to sufficiency and form. In the alternative, the Contractor may elect to deposit such securities in an escrow account and enter into a standard form Escrow

Agreement for Security Deposits in Lieu of Retention. Blank Agreements are available from the Public Works Director and the City Attorney's Office.”

9-1.17 **PAYMENT AFTER CONTRACT ACCEPTANCE.** “Final Payment”

shall be made in accordance with this section. The Contractor shall, after the completion of the Contract, submit a final estimate of the amount of work done thereunder and the value of such work. Upon approval of the estimate by the Director, the City of Roseville shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty five (35) calendar days from the date of Acceptance of the work by the City Council, and thirty-five (35) calendar days after filing of the Notice of Completion with the County of Placer.

No certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment (including the final payment) or certificate shall be construed to be an Acceptance of any defective work or improper materials. Final payment shall not release the Contractor from one (1) year guarantee of the work as provided in Section 7-1.17, “Acceptance of Contract” and Section 2-1.12 “Guarantee and Warranty” of these Specifications.

SECTION 14. ENVIRONMENTAL STEWARDSHIP

14-8.02 **NOISE CONTROL.** The provisions of Section 14-8.02 of the Standard Specifications are amended by adding the following:

“The Contractor shall additionally conform to the provisions of Roseville Municipal Code Chapter 9.24 where such provisions are more restrictive than these specifications.”

14-9.01 **AIR QUALITY GENERAL.** The provisions of Section 14-9.01, “Air Quality General” of the Standard Specifications are amended by adding the following:

“Material to be disposed of shall not be burned unless the Contractor has obtained a permit to burn combustible material resulting from clearing and grubbing operations from the Placer County Air Pollution Control District and City of Roseville Fire Marshall. A copy of the permits shall be filed with the Director

before beginning any burning. All such burning shall be conducted in strict conformance with the provision stipulated in said permits and at such times and in such manner as to prevent fire from spreading to areas adjoining the right-of-way.”

14-11.02A **ASBESTOS REMOVAL AND DISPOSAL.** Section 14-11.02A, “Asbestos Removal and Disposal” is added as follows:

“The Contractor shall comply with all rules, regulations, statutes and ordinances regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601 and 40 C.F.R. Part 61, Subpart M.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease work and notify the City.”

END OF STANDARD SPECIFICATIONS

VII
ASSEMBLY BILL NO. 626

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

VIII
SPECIAL PROVISIONS

**WESTBROOK BOULEVARD AND PAYSON AVENUE/OCTAVE AVENUE
INTERSECTION IMPORVEMENT PROJECT**

The Special Provisions contained herein have been prepared by or under the direction of the following registered person(s).



Robert V. Paderna, P.E.
RCE No. C73262
Kimley-Horn and Associates, Inc.



Recommended for Approval:



Stefanie A. Kemen
Principal Engineer/Division Manager
City of Roseville, Public Works Dept



Jason Shykowski
Public Works Director
City of Roseville, Public Works Dept

Table of Contents

SECTION 1: SCOPE OF SPECIAL PROVISIONS	2
SECTION 5. CONTROL OF WORK	3
SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.....	6
SECTION 8. PROSECUTION AND PROGRESS.....	7
SECTION 9. PAYMENT.....	8
SECTION 12. TEMPORARY TRAFFIC CONTROL	14
SECTION 14: ENVIRONMENTAL STEWARDSHIP	17
SECTION 15. EXISTING FACILITIES	18
SECTION 19: EARTHWORK.....	18
SECTION 56: OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES.....	20
SECTION 59. STRUCTURAL STEEL COATINGS.....	21
SECTION 82. SIGNS AND MARKERS	22
SECTION 86. SIGNALS, LIGHTING, AND ELECTRICAL SYSTEMS.....	23
SECTION 87. ELECTRICAL SYSTEMS.....	24

**SPECIAL PROVISIONS
FOR THE CITY OF ROSEVILLE**

**WESTBROOK BOULEVARD AND PAYSON AVENUE/OCTAVE AVENUE
INTERSECTION IMPORVEMENT PROJECT**

SECTION 1: SCOPE OF SPECIAL PROVISIONS

The work described in these Special Provisions shall be done in conformance with the City of Roseville Standard Construction Specifications, City of Roseville Design and Construction Standards and Details dated January 2020, and the 2018 State of California Standard Plans and Specifications, except insofar as they may be modified by these Special Provisions.

Numbering in these Special Provisions conforms to that in the State Standard Specifications. The existence of a section in these Special Provisions means that the corresponding section in the State Standard Specifications is modified in some respect. Unless otherwise specified, when these special provisions reference a section number of the State Standard Specifications, that implies that the referenced State Standard Specification section is deleted in its entirety, and the provisions of these Special Provisions are substituted.

The construction materials, payment, etc., for items of work shown in the proposal and on the plans, but not specifically mentioned in these Special Provisions are referred to the Standard Construction Specifications and State Standard Specifications for conformance.

Project shall conform to the latest edition of the CA MUTCD except as modified by these plans and specifications.

Project shall conform to all ADA Standards adopted by the City of Roseville and as directed by the Engineer.

DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

1. Special Provisions
2. City of Roseville Standard Construction Specifications
3. City of Roseville Design and Construction Standards
4. Caltrans Standard Specifications and Plans (2018 editions as revised, unless otherwise noted on the plans)
5. CA MUTCD (latest edition)
6. Drawings

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

SECTION 5. CONTROL OF WORK

5-1.05 ORDER OF WORK.

The Contractor shall prepare a traffic control plan that conforms to Section 12, Temporary Traffic Control.

The work shall be performed in conformance with the phases of construction shown on the Contractor's Traffic Control Plan. Non-conflicting work in subsequent phases may proceed concurrently with work in preceding phases.

The first order of work shall be to order the traffic signal and CMS poles. Confirmation of the order shall be submitted to the Engineer within two (2) weeks of receipt of the Notice to Proceed.

The second order of work shall be to contact Underground Service Alert (U.S.A.). (See Section 8-1.12).

The third order of work shall be to place Best Management Practices (BMP). BMP's shall remain in place until the project is complete, or directed by the engineer.

The order of all other work shall be such as to assure the completion of the project within the allotted time as described herein while complying with the requirements set forth in the contract documents.

Existing right-of-way control cannot be removed until day of turn-on. SIGNAL AHEAD signs may be placed prior to the day of turn-on, but must be bagged until the signal turn-on. SIGNAL AHEAD pavement legends cannot be installed until just before the signal turn-on, as directed by the engineer.

Prior to commencing the work on the intersection of Westbrook Boulevard and Payson Avenue/Octave Avenue, the Contractor shall notify and coordinate with the City and PG&E all of the scheduled work two (2) weeks in advance of the planned work. A representative of the utility company and City of Roseville Traffic Engineering Department shall be present during the installation of traffic signal foundation operations and mast arm layout. The inspector shall be present during traffic signal foundation installation. The use of powered equipment (including vacuum excavation) will not be allowed within two (2) feet radially of PG&E gas lines with the exception being that powered equipment may be used to remove pavement or concrete as required. The Contractor shall locate and mark the gas lines within the limits of construction at the intersection Westbrook Boulevard and Payson Avenue/Octave Avenue.

In addition to the gas line, the Contractor shall contact Underground Service Alert to mark out and locate all existing utility facilities within the project area. The Contractor is responsible for repairing and restoring any damaged utility facilities to a condition satisfactory to the utility owner at no cost to the City of Roseville.

The Contractor is responsible for all material and/or equipment needed to perform the project. Should the City have to supply the Contractor with material and/or equipment to do the work, the Contractor will be charged accordingly.

Full compensation for preparing roadway and coordinating with utility companies and property owners is considered included in various bid items and no additional compensation shall be provided therefore.

5-1.07 LINES AND GRADES. The Contractor is responsible for all layout and staking. The City shall not provide these services. The Contractor shall be responsible for the accuracy of his/her own layout and staking work. The Contractor shall be responsible for the preservation of all established signal lines, grades, and layout points. Stakes damaged or destroyed by the Contractor, his/her employees, subcontractors, utility company employees, or the public shall be replaced by the Contractor at the Contractor's expense. Signal pole, cabinet, signs, and striping locations shall be verified by the City prior to installation.

Full compensation for compliance with this section shall be considered included in the various items of work and no additional compensation shall be allowed.

5-1.08 INSPECTION. All work is subject to inspection and approval by the City of Roseville. A Traffic Signal Inspection Check List is provided in Appendix C. The Contractor shall notify the Construction Inspector, along with all affected utility companies, two working days in advance of the start of work to coordinate and schedule inspection staff.

The City will provide inspection on an eight-hour (8) day and a forty-hour (40) work week basis only. For this project, working hours will be 7:00 a.m. to 4:00 p.m. and working days will be Monday through Friday. See Appendix D for lane closure time of day restrictions. Requests for authorization to perform work outside the allowed working hours and days shall be made to the Engineer in writing and at least 48 hours in advance. The Contractor shall reimburse the City for the actual cost of all inspection in excess of the allowed working hours and days, including designated holidays and weekends.

The Contractor shall provide a competent person during normal working hours to assist the Inspector, when required, for measuring quantities for payment purposes. The Contractor shall cooperate with the Engineer so that checking and measuring may be accomplished with the least interference to the Contractor's operations.

Designated holidays recognized by the City in 2020: Jan. 1, Jan. 20, Feb. 17, May 25, Jul. 3, Sept. 7, Oct. 12, Nov. 11, Nov. 26, and Dec. 25.

No additional compensation will be made to the Contractor for fulfilling these requirements.

5-1.20B PERMITS, LICENSES, AGREEMENTS AND CERTIFICATIONS. In addition to the requirements of Section 5.1-20B of the State Standard Specifications, the Contractor shall obtain a business license from the City of Roseville prior to performing the work.

The Contractor may use water from City of Roseville fire hydrants provided that the required permits are obtained, and the Contractor has paid the associated fees.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5-1.36F UNDERGROUND FACILITIES The City of Roseville is a member of the Underground Service Alert (U.S.A.). The Contractor shall notify U.S.A. 1-800-642-2444 at least 72 hours in advance of beginning work on the project.

The Contractor is cautioned that there may be underground and overhead utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer transmission facilities, and storm drainage collection facilities.

The Contractor is responsible for locating all underground utilities (utility location, type, size, and depth) prior to any excavation and protecting facilities in place. The existing utilities shown on the plans are approximate locations established from information available and do not include all the existing utilities. The Contractor shall use extreme caution when excavating, grading, raising manholes, and paving in the vicinity of such facilities.

The Contractor shall visit the site of the proposed work and determine the quantity and location of the manholes, valve covers and utility appurtenances to be encountered in the proposed work area and his/her bid accordingly. Damage to such utilities resulting from the Contractor's operations to complete the Project shall be repaired at the Contractor's expense.

Where possible conflicts may exist, the Contractor shall verify the grade and location of existing underground utility prior to any work by careful hand digging. It is recognized by the City and the Contractor that the locations of existing utilities as shown on the plans are approximate, their actual location is unknown. Recognition is given to the fact there may be additional existing utilities unknown to either party to the contract. Location of utilities, as shown on the drawings, represent the best information obtainable from utility maps and information furnished by the various agencies and companies involved. The City warrants neither the accuracy nor the extent of the actual utilities involved.

Contractor shall be responsible for locating all existing utilities. All existing utilities within the project limits shall remain in use during construction.

In the event the Contractor discovers existing utilities within the limits of the excavation, the Contractor shall immediately notify the Engineer and the affected utility owner by the most reasonable expeditious method and later confirm in writing. All required relocation of existing facilities that interfere with the work shall be made by the owning agencies.

Facilities damaged or disturbed shall be reset, repaired, or replaced, as directed by the Engineer, at the Contractor's expense.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.03 PUBLIC CONVENIENCE. In addition to Section 7-1.03 of the Standard Specifications, the following shall apply:

The Contractor shall prepare and submit to the City a traffic control plan at or before the pre-construction meeting. The Contractor shall revise the plan per the City's comments until the plan is acceptable by the City. The City will not allow construction within the City of Roseville right of way to begin until an acceptable traffic control plan is received and accepted by the City.

The traffic control plan shall include, but not necessarily be limited to, the following information and detail: Street closures and detours; construction, warning, detour and restriction signs, including "No Parking" signs; temporary striping and pavement markers; barricades; flashing arrow signs; lighted message boards; portable delineators; traffic cones; covers; lights; flares; flaggers; and lane closure time of day restrictions. A lane closure chart is provided in Appendix D.

If, after the construction has started, the Contractor desires to revise the traffic control plan, the Contractor shall submit to the engineer a revised traffic control plan for acceptance at least 48 hours prior to implementing the revised traffic control plan.

Upon request, the Contractor may limit traffic to one lane in each direction with City approval or approved traffic control plan.

The Contractor shall cooperate, keep current and notify the local police, City public information, public works and fire departments, ambulance services, post office, and trash collectors of his/her construction operation and traffic control changes five (5) days before work is to begin or traffic changes are made. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements in keeping the working area clear of parked vehicles.

All vehicle signal faces shall be covered while the traffic signal system is turned off. Covers shall be City-approved durable canvas signal head covers or other approved equal.

Full compensation for compliance with this section shall be considered included in the various items of work and no additional compensation shall be allowed.

7-1.09 WATER POLLUTION CONTROL GENERAL.

Contractor shall place and maintain BMP's in compliance with all applicable State and City of Roseville requirements.

All work to place and maintain BMP's shall be included in **Bid Item No. 3.**

7-1.10 PERMITS AND LICENSES. The contractor shall obtain a business license from the City of Roseville prior to performing the work. The Contractor shall include in his bid the cost of obtaining said license, and no additional compensation shall be allowed therefore. Contractor shall obtain an encroachment permit from the City of Roseville. Encroachment permit fees will be waived, and no additional compensation shall be allowed.

7-1.12 PRESERVATION OF PROPERTY. Impacts to existing City-maintained landscapes and irrigation and privately-maintained landscapes and irrigation shall be identified in advance of starting work. Do not cut and cap irrigation. City of Roseville Parks Inspector may require Contractor to hand water landscaping in the event irrigation is impacted. Coordinate with the City of Roseville Parks Inspector and private property owner prior to construction.

Contractor shall maintain, modify and promptly replace or repair all landscaping and irrigation systems damaged during construction, either purposely or accidentally, to their original condition at the contractor's expense to the satisfaction of the City. This includes impacts beyond the project boundaries if irrigation becomes non-functional due to work within the project area. All repairs shall be consistent with the latest edition of the Parks Construction Standards. No additional compensation shall be allowed.

SECTION 8. PROSECUTION AND PROGRESS

8-1.04 START OF JOB SITE ACTIVITIES. The first paragraph of Section 8-1.04 of the Standard Construction Specifications shall be amended to read:

The Contractor shall begin work on the date specified on the "Notice to Proceed" letter executed by the Director of Public Works or authorized staff and shall thereafter diligently prosecute the work to completion.

8-1.05 TIME. In addition to Section 8-1.05 of the Standard Specifications, the following shall apply:

All work, including all punch list items, shall be completed within 55 working days of the first working day.

Full compensation for any additional cost occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

8-1.11 LIQUIDATED DAMAGES. In addition to Section 8-1.10 of the Standard Specifications, the following shall apply:

The Contractor shall pay to the City of Roseville the sum of **\$1,900.00** per day, each and every calendar day's delay in finishing the work (regardless of weather conditions) in excess of the number of working days to complete the entire project. Any payment made after the completion date shall not be construed as a waiver of liquidated damages.

8-1.12 UTILITY AND NON-HIGHWAY FACILITIES. The City of Roseville is a member of Underground Service Alert (U.S.A.). The Contractor shall notify U.S.A. (1-800-642-2444) at least 72 hours in advance of beginning work at the job site.

The Contractor is cautioned that there are underground and overhead utility facilities within the work area including, but not limited to, telephone, electrical, gas, water and sanitary sewer transmission facilities.

The locations of existing utilities as shown on the plans are approximate at best. There is no guarantee as to the accuracy or extent of the utilities shown on the plans.

The Contractor shall locate existing underground utilities and substructures by pot holing prior to installing foundations. All existing utilities are to remain in service during construction.

It is understood and agreed that the Contractor has considered in his/her bid all of the permanent and temporary utility appurtenances in their present and/or relocated positions as shown on the plans or as described in the specifications, and that no additional compensation shall be allowed for any delays, inconvenience, or damages sustained by him/her due to any interference from said appurtenances or the operation of moving them.

SECTION 9. PAYMENT

9-1.00 COST BREAK-DOWN.

The Contractor shall furnish to the Engineer a cost break-down and schedule of values as specified in Section 9-1.16B for each contract lump sum item of work described in all applicable Sections as part of this Project (12, 14, 15, 19, 82, 84, 86, and 87). There shall be six (6) lump sum bid items for this Project:

Bid Item No. 1: Mobilization

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project sites; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site and as referenced in the General Provisions.

Mobilization shall be measured and paid by lump sum. The Contract lump sum price for Mobilization should not exceed 5% of the total base bid contract price. Any amount bid on the bid schedule in excess of 5% shall be withheld from payment until the completion of project, to be paid as part of the final payment. Payments for the lump sum item shall be determined based on the percentage of the bid item work completed as determined by the Engineer at the time the progress payment is prepared.

Bid Item No. 2: Temporary Traffic Control

The contract lump sum price paid for Temporary Traffic Control shall include full compensation for performing the scope of work specified in the Section 12 "Temporary Traffic Control" of the Technical Specifications section and the City's TTC Guidelines, including all necessary designation of an individual dedicated traffic control coordinator, traffic control plan submittals, project signs, construction signs, implementation and maintenance of the approved traffic control plans for all work in construction zones throughout the duration of the project. This item shall include any arrow boards that the contractor utilizes under the traffic control plan. This item also includes performing pedestrian safety plan submittals, and implementation and maintenance of the approved pedestrian safety plans for all work in construction zones throughout the duration of the project. This item shall include any signage, temporary striping, barricades, cones, water filled k-rail, temporary ramps, and all other appurtenances required to implement pedestrian safety.

Payment for complying with the provisions for Temporary Traffic Control shall be paid by lump sum. Payments for the lump sum item shall be determined based on the percentage of the bid item work completed as determined by the Engineer at the time the progress payment is prepared.

Bid Item No. 3: Storm Water Pollution Control

The contract lump sum price paid for Storm Water Pollution Control shall include full compensation for providing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in performing the work specified in Section 13, "Water Pollution Control" of the Technical Specifications, including developing and implementing the water pollution control program, providing a water pollution control manager, conducting water pollution control training, and monitoring, inspecting, and correcting water pollution control practices, and complying with the project water pollution control program.

Bid Item No. 4: Signing and Striping

All work shown in the Plans for the removal, replacement, and installation of signage, striping, and pavement markings shall be included in Bid Item No. 4.

The contract lump sum price paid for Signing and Striping shall include full compensation for providing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in signs, thermoplastic pavement markings, traffic stripes, and markers, complete in place, including removal of existing signs, striping and markers, pavement preparation, establishing alignment and layout, placement of new striping and signage,, application of pavement markers and reflectors, corrective work, and clean-up, as shown on the plans, as specified in Section 81, "Miscellaneous Traffic Control Devices", Section 82 "Signs and Markers", and Section 84 "Markings" of the Technical Specifications, and as directed by the Engineer.

The cost break-down for Bid Item No. 4, as a minimum, shall include the following items:

ITEM	UNIT	MEASURE
Striping	Type	Linear Foot

Pavement Marking	Type	Square Foot
Striping Removal	Type	Linear Foot
Pavement Marking Removal	Type	Square Foot
Signs & Hardware	Type	Each
Sign Post	Type	Each
Sign Removal	Type	Each

Bid Item No. 5: Westbrook Boulevard at Payson Avenue/Octave Avenue – Traffic Signal Installation

The contract lump sum price paid for Westbrook Boulevard at Payson Avenue/Octave Avenue - Traffic Signal Installation shall include full compensation for providing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing signal modification, complete in place, including traffic control, as shown on the plans, as specified in Section 86, "General" and Section 87, "Electrical Systems" of the Technical Specifications, and as directed by the Engineer.

The cost break-down and schedule of values for Bid Item No. 5, as a minimum, shall include the following items when applicable:

ITEM	UNIT	MEASURE
Foundation	Type	Each
Standards and Poles	Type	Each
Conduit	Size/Installation Method	Linear Foot
Conductors and Cables	Size/Type	Linear Foot
Pull Wire/Tracer Tape	Type	Linear Foot
Innerduct	Type	Linear Foot
Pull Boxes	Type	Each
Radar Detector Units	Type	Each
Radar Detector Cards	Type	Each
Detector Loops	Type	Each
Detector Handholes	Type	Each
Luminaires & Hardware	Type	Each
Photoelectric Units	Type	Each
Signal Heads & Hardware	Type	Each
Pedestrian Signal Heads & Hardware	Type	Each
Pedestrian Push Buttons	Type	Each
Controller Pad	Type	Each
IISNS & Hardware	Type	Each
PTZ CCTV Camera	Type	Each
Ethernet Switch	Type	Each
Signal Cabinet	Type	Each
Signal Controller	Type	Each
Battery Backup System	Type	Each
EVP Detector	Type	Each
EVP Phase Selector	Type	Each

Electrical Service Cabinet

Type

Each

Bid Item No. 6: Westbrook Boulevard and Pleasant Grove Blvd - Fiber Optic Signal Interconnect

The contract lump sum price paid for Westbrook Boulevard – Fiber Optic Signal Interconnect shall include full compensation for providing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing signal modification, complete in place, as shown on the plans, as specified in Section 86, "General" and Section 87, "Electrical Systems" of the Technical Specifications, and as directed by the Engineer.

All work shown in the Plans for fiber optic traffic signal interconnect work shall be included in Bid Item No. 6. This work includes the furnishing, removal, and/or installation of:

- 3” Conduit for Fiber Optic Cables
- 12-Strand Fiber Optic Tactical Cables
- 24-Strand Fiber Optic Cables
- 72-Strand Fiber Optic Cables
- FL36 With Extension (FL36E) pull boxes for Fiber Optic Cables
- FL36 pull boxes for Fiber Optic Cables
- Conduit Sweeps
- Coyote In-Line Runt Fiber Optic Splice Closures
- Fiber Optic Splicing
- 12-Port High Density Fiber Optic Termination Panels
- AFL Fuseconnect LC9SMU-6 Fiber Optic Connector
- Fiber Optic Patch Cables
- Fiber Optic Testing

Bid Item No. 7: Westbrook Boulevard at Payson Avenue/Octave Avenue – Civil Improvements

All work shown in the Plans for civil improvements including, but not limited to, the installation of bicycle leaning rails and clearing and grubbing shall be included in Bid Item No. 7.

The contract lump sum price paid for Civil Improvements shall include full compensation for providing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation of bicycle leaning rails and as directed by the Engineer.

Bid Item No. 8: Pleasant Grove Blvd – Install Changeable Message Sign

The contract lump sum price paid for Pleasant Grove Blvd – Install Changeable Message Sign shall include full compensation for providing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing changeable message sign, complete in place, including traffic control, as shown on the plans, as specified in Section 56, "Overhead Sign Structures, Standards, and Poles" and Section 59, "Structural Steel Coatings" of the Technical Specifications, and as directed by the Engineer.

The cost break-down and schedule of values for Bid Item No. 8, as a minimum, shall include the following items when applicable:

ITEM	UNIT	MEASURE
Foundation	Type	Each
Standards and Poles	Type	Each
CMS Board and Hardware	Type	Each
Conduit	Size/Installation Method	Linear Foot
Conductors and Cables	Size/Type	Linear Foot
Pull Wire/Tracer Tape	Type	Linear Foot
Pull Boxes	Type	Each
Controller Pad	Type	Each
Cabinet	Type	Each
Controller	Type	Each
PTZ CCTV Camera	Type	Each
Battery Backup System	Type	Each

The Contractor shall determine the quantities required to complete the work shown on the plans. The quantities and values shall be included in the cost break-down submitted to the Engineer. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-down submitted.

No adjustment in compensation will be made in the contract lump sum prices paid for the various electrical work items due to any differences between the quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions.

The sum of the amounts for the units of work listed in the cost break-down for work shall be equal to the contract lump sum price bid for the work. Overhead, profit, and labor shall be included in each individual unit listed in the cost break-down. Bond premium, temporary construction facilities, plant and other items will not be paid for under the various work items and shall be included in the mobilization cost breakdown item for the entire project.

The cost break-down and schedule of values shall be submitted to the Engineer at or before the pre-construction meeting. The cost breakdown shall be approved, in writing, by the Engineer before any partial payment for the items of work will be made.

At the Engineer's discretion the approved cost break-down and schedule of values may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the item or items of work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined at the Engineer's discretion in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

Full compensation for compliance with this section and for the completion of all work shown in the Plans shall be considered included in the amount bid and no additional compensation shall be allowed.

9-1.02 MEASUREMENT In addition to the requirements of Section 9-1.02 of the State Standard Specifications, the following shall apply:

Payment for all work bid at a price per unit of measurement will be based upon actual quantities of work as measured upon completion unless otherwise noted. The City does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the proposal.

The Contractor shall make no claim for anticipated profits, or loss of profit, for damages, or for any extra payment whatever because of any difference between the amount of work actually done or materials furnished and the estimated amount.

9-1.04C MATERIALS. In addition to Section 9-1.04C of the Standard Specifications, the following shall apply:

The Contractor shall install the following City supplied traffic signal equipment and materials for this project:

- One ITS Express 8028 Network Switch
- Two Service Pedestals with BBS (6-battery pack)
- One McCain Stretch P Traffic Signal Controller Cabinet
- Three Control Cabinet Detector Y/2-200-SS
- Twelve Control Cabinet Load Switch LS200
- One 1600-1 MMU Reno Monitor, Malfunction Monitor Unit
- Two 1600-1 Reno Programming Card
- Two PTZ CCTV Cameras (HD 720P, POE)
- Two Control Cabinet Flashers No. 200 Solid State
- Eight Control Cabinet Flash Transfer Relay No. FL1
- One Naztec 2070E Controller with Firmware and Associated Hardware
- One Control Cabinet NEMA 2070 2NZ Module
- One 332 Controller Cabinet with DMS Firmware and Associated Hardware
- Four Opticom Detector GTT Model 721
- One Opticom Discriminator GTT Model 764
- Two Control Cabinet Power Supply
- One Siemens Traffic RSU
- One Daktronics Vanguard VF-2320 Dynamic Message Sign

All other materials shall be supplied and installed by the Contractor. A list of pre-approved traffic signal equipment is provided in Appendix A.

Upon 48-hour notice to the City, the equipment and materials to be provided by the City will be available for pick-up by the Contractor at the City's Corporation Yard located at 2005 Hilltop Circle,

Roseville, CA 95678 (916-774-5787, Senior Electronic Technician). The Contractor shall, at the Contractor's expense, provide all labor and equipment necessary to pick up and transport the City-provided equipment and materials to the job site, and to coordinate pick-up times with the Senior Electronic Technician. Payment for said transportation shall be included in the various items of work, and no additional compensation shall be allowed therefore.

All labor for this project shall be provided by the Contractor at the Contractor's expense, the cost of which shall be included in the various items of work and no additional compensation shall be allowed therefore.

9-1.16 PROGRESS PAYMENTS. In addition to Section 9-1.16 of the Standard Specifications, the contractor shall submit all request for progress payments using the forms included in Appendix B:

Form CC1: Progress Payment Request. This form is to be completed and signed by the contractor and attached as a cover sheet to his/her request for payment. This form will be mandatory on all contract payment request.

Form CC2: Progress Payment Request - Detail. This form may be used by the contractor to provide the detail required to verify the payment quantities.

Form CC3: Quantity Change Verification Form. This form is required before any payment can be made based on actual quantities exceeding estimated quantities

9-1.17D FINAL PAYMENTS AND CLAIMS. In addition to Section 9-1.17D of the Standard Specifications, the Contractor shall submit Form CC4: Final Release Form. This form must accompany all request for final payment (See Appendix B).

SECTION 12. TEMPORARY TRAFFIC CONTROL

12-1.01A TRAFFIC MAINTENANCE

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control" of the State Standard Specifications and to the Section entitled "Public Safety" elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.03.

In the Standard Plans, Note 10 on Standard Plan T10, Note 9 on Standard Plan T10A, Note 4 on Standard Plan T11, Note 5 on Standard Plan T12, Note 4 on Standard Plan T13, and Note 4 on Standard Plan T14 are revised to read:

All channelizers or traffic barrels used for night work or remaining in the roadway overnight shall have reflective sleeves as specified in the specifications.

Section 12-3.02B, "Traffic Cones," of the State Standard Specifications is amended to read:

During the hours of darkness traffic cones shall be affixed with reflective cone sleeves. The reflective sheeting of sleeves on the traffic cones shall be visible at 1,000 feet at night under illumination of legal high beam headlights, by persons with vision of or corrected to 20/20.

Reflective cone sleeves shall conform to the following:

1. Removable flexible reflective cone sleeves shall be fabricated from the reflective sheeting specified in the Special Provisions, have a minimum height of 13 inches and shall be placed a maximum of 3 inches from the top of the cone. The sleeves shall not be in place during daylight hours.
2. Permanently affixed semitransparent reflective cone sleeves shall be fabricated from the semitransparent reflective sheeting specified in the Special Provisions, have a minimum height of 13 inches, and shall be placed a maximum of 3 inches from the top of the cone. Traffic cones with semitransparent reflective cone sleeves may be used during daylight hours.
3. Permanently affixed double band reflective cone sleeves shall have 2 white reflective bands. The top band shall be 6 inches in height, placed a maximum of 4 inches from the top of the cone. The lower band shall be 4 inches in height, placed 2 inches below the bottom of the top band. Traffic cones with double band reflective cone sleeves may be used during daylight hours.

The type of reflective cone sleeve used shall be at the option of the Contractor. Only one type of reflective cone sleeve shall be used on the Project.

The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours/day and shall not be limited to normal working hours.

Full compensation for complying with the above requirements shall be considered as included in the contract price paid for Temporary Traffic Control and no additional compensation will be allowed.

12-1.03 CONSTRUCTION. This section of the Standard Specifications has been deleted.

12-1.05 TRAFFIC CONTROL PLAN. At the pre-construction meeting, the Contractor shall submit a traffic control plan showing traffic control measures and/or, if approved, detours for vehicles and pedestrians affected by the construction work. A minimum of five (5) working days will be required to review and provide the Contractor with comments on the plan. The Contractor shall revise the plan per the City's comments until the plan is accepted by the Engineer. The Contractor will not be allowed to begin work until the Engineer has accepted the traffic control plan.

The Traffic Control Plan shall cover all stages of work, per site, and include (but not limited to) the following information and detail: (1) Street closures and detours including pedestrian access and detours; (2) construction, warning, detour and restriction signs, including "No Parking", "Loose

Gravel”, “Construction Area Speed limit Signs,” and “Bump Ahead” signs; (3) temporary striping and pavement markers; (4) barricades; (5) flashing arrow signs; (6) lighted message boards; (7) portable delineators; (8) traffic barrels/channelizers; (9) lights, flares, flaggers, spacings, and taper lengths; (10) temporary railing (Type K) and crash cushions.

A copy of the accepted Traffic Control Plan must be kept at the job site at all times, including Sub-Contractors.

The Contractor shall cooperate with and notify the local police and fire department, ambulance services, post office, refuse collectors, Roseville Transit, Dry Creek School District, Roseville City School District, Eureka School District, Roseville Joint Union High School District, Roseville Transit, and residents of proposed construction operations and traffic control operations a minimum of five (5) working days before work is to begin in each work area. If changes are made to the traffic control plan, Contractor shall re-notify at least two working days before work is to begin. In addition, the Contractor shall make available a 24-hour telephone number in case of emergencies and/or problems.

The Contractor will be responsible for notifying residents and businesses of the proposed construction. Notifications shall be distributed to residents and businesses within a 100 foot radius of the job limits, including residents and businesses located on streets adjacent to the construction.

Notifications to affected residents and businesses within the Project area shall consist of two (2) phases.

The first phase notifies the affected residents and businesses of the upcoming construction through the use of “door hanger” type formatted notifications. The notification shall state the street name, the working hours, and the anticipated begin and completion dates for each street. The Contractor shall distribute the door hanger notifications a minimum of 5 (five) working days in advance of the work.

At the pre-construction meeting, Contractor shall provide the Engineer a copy of the proposed notification letter for acceptance.

Notifications shall be tucked neatly in doorjamb, handles, or partially under mats. Notifications shall not be glued, stapled, tacked, or otherwise attached to property. The Contractor shall take care to stay on designated walkways during delivery of notifications and be polite to citizens encountered.

The second phase consists of the Contractor posting “No Parking” signs on barricades 72 hours prior to the work. The “No Parking” signs shall also include the exact working day that the resurfacing and/or other work requiring “No Parking” signs will take place. A warning indicating that vehicles will be towed away at the owner’s expense shall also be included on the “No Parking” signs. In addition, the Contractor shall make available a 24-hour telephone number in case of emergencies and/or problems and shall post the telephone number on the “No Parking” signs. At the pre-construction meeting, Contractor shall submit to the Engineer a sample “No Parking” sign for acceptance. The Contractor shall be responsible for placing temporary “No Parking” signs in advance of any construction activity. Barricades shall be placed a maximum of 100 feet apart, on both sides of the affected street. (Not required for streets already marked “No Parking”).

The Contractor shall be responsible for placing "Construction Speed Limit" signs on both sides of the affected street one (1) hour prior to the Street being opened to traffic. The speed limit for the "Construction Speed Limit" signs cannot be reduced more than 10 mph below the posted speed. At the pre-construction meeting, Contractor shall submit to the Engineer a sample "Construction Speed Limit" sign for acceptance. Signs shall be placed a maximum of 500 feet apart, on both sides of the affected street.

Emergency access to driveways, intersections, and residential streets shall be maintained at all times. If vehicles are parked in the working area, the Contractor shall not attempt to move the vehicle. The Contractor shall notify the Engineer immediately, and the Engineer shall make proper arrangements to remove the vehicle.

Lane and street closure shall not be allowed without proper advance warning devices and signing in conformance with the State Standard Specifications and these Special Provisions allowed with approved traffic control plan or City approval.

No separate payment will be made for any item of Temporary Traffic Control set forth in the State Standard Specifications to be paid for as extra work. Full compensation for all Temporary Traffic Control shall be included in this bid item.

The provisions in this section will not relieve the Contractor from his/her responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the State Standard Specifications.

12-3.11 CONSTRUCTION AREA SIGNS. In addition to Section 12-3.11 of the Standard Specifications, the following shall apply:

The base material of construction area signs shall not be plywood.

Payment for all temporary traffic control shall be included in the lump sum cost for Bid Item No. 2. Full compensation for all additional materials and labor, not shown on the plans or specified, which are necessary to provide traffic control during construction shall be considered as included in the prices paid for the Bid Items, or units thereof, and no additional compensation will be allowed therefor.

Full compensation for complying with the above requirements shall be considered as included in the contract price paid for Temporary Traffic Control and no additional compensation will be allowed.

SECTION 14: ENVIRONMENTAL STEWARDSHIP

14-8 NOISE AND VIBRATION. In addition to the requirements of Section 14-8 of the State Standard Specifications, noise level requirements shall apply to all equipment used on the Project including, but not limited to, trucks, transit mixers or transient equipment that may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m., shall not exceed 86 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level. All nighttime work performed between these hours will require approval from the City.

In addition, the Contractor shall conform to the Roseville Municipal Code, Chapter 9.24 "Noise Regulations" which can be viewed at the City of Roseville City Clerk's Office or City of Roseville's website at www.roseville.ca.us.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

SECTION 15. EXISTING FACILITIES

15-1.03 CONSTRUCTION. In addition to Section 15-1.03 of the Standard Specifications, all existing striping damaged by the Contractor shall be repaired or replaced at the Contractor's expense. This includes striping or pavement markings damaged by trenching or detector loop installation. No additional compensation for this work shall be allowed.

SECTION 19: EARTHWORK

19-1.01 GENERAL In addition to the requirements of Section 19-1.01 of the State Standard Specifications, the following shall apply:

The Contractor shall perform all excavation required for the complete Project, to the lines and grades as shown on the Project Plans, as described in these Special Provisions, and as directed by the Engineer.

19-1.03B UNSUITABLE MATERIAL. In addition to the requirements of Section 19-1.03B of the State Standard Specifications, the following shall also apply:

Should unsuitable material be encountered which, in the opinion of the Engineer, cannot be stabilized, the Contractor shall remove the unsuitable material to the dimensions and limits directed by the Engineer. The Contractor shall use extra care in excavating unsuitable materials so as not to aggravate the conditions. If, in the opinion of the Engineer, the Contractor's methods and equipment are increasing the amount of unsuitable materials to be excavated, the Engineer will require the Contractor to take necessary steps to correct the situation. Should the problem continue, the Contractor shall pay all costs beginning from the time correction steps were last implemented.

When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. Unsuitable materials shall be removed from the job site.

The compensation for removing unsuitable material shall be considered as included in the contract price paid for "Roadway excavation" and no additional compensation will be allowed therefor.

19-2 ROADWAY EXCAVATION. In addition to the requirements of Section 19-2 of the State Standard Specifications, the following shall also apply:

Excavated material not reused shall be disposed. If the Contractor elects to dispose of materials, the Contractor shall make arrangements for disposing of the materials outside the highway right of way and shall pay all costs involved. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material outside the highway right of way, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site involved and has obtained the permits, licenses and clearances.

The Contractor shall do all excavation of whatever substance is encountered to the lines and grades shown on the plans. All material suitable for use as backfill shall be piled in an orderly manner a sufficient distance from the side of the excavation to avoid overloading and to prevent sliding into the excavation. The Contractor shall do such grading as is necessary to prevent surface water from entering the excavation.

Excavations adjacent to the existing roadway shall be closed at the end of each day's work. At the option of the Contractor, steel cover plates may be used at the end of each workday to cover excavations not backfilled adjacent to the roadway.

Excess excavated material suitable for use elsewhere in the construction may be reused therein. All surplus or unsuitable material shall become the property of the Contractor and shall be removed from the job site to a predetermined disposal site at the Contractor's expense.

The Contractor shall remove and dispose of all water entering excavations. Disposal of water shall be done in a manner to prevent damage or nuisance to adjacent properties.

Existing asphalt concrete pavement that is to remain intact shall be saw cut in a neat, straight, parallel line. All pavement damaged during the work shall be cut out in a rectangular pattern and removed and paved.

The maximum lift of backfill material shall depend upon the type of backfill material, relative compaction required, and proposed compaction method to be used, but in no case shall the loose lift thickness of any material exceed 8 inches.

Hazardous Material Disposition:

During the course of trenching, grading, grinding, or other excavation, should potentially hazardous materials or other questionable materials be encountered, the City's Resident Engineer shall be contacted immediately. The Contractor shall mark the site. The City will respond within 24 hours to investigate the site and render an opinion on the questionable materials regarding future action at the site. The intent is to minimize schedule delays to the construction.

Removed material will be contained in drums, or drop boxes, depending on the volume, and temporarily staged within the fenced area. The staging duration will only be long enough to obtain analytical laboratory results and confirm disposition instructions on the material. For each discovery, it is anticipated the material will be staged for less than 30 days.

PAYMENT

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

SECTION 56: OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES

56-2.01A SUMMARY. In addition to the requirement of Section 56 of the City of Roseville Construction Standards and the Standard Construction Specifications, the following applies:

The Scope of Work for Signage shall include the following:

- A. One custom fabricated sign structure: Size as shown on drawings, composed of the following major components:
 - 1. Site formed reinforced concrete foundation with anchor bolts.
 - 2. Prefabricated and prefinished steel components including: pole, mast arm, rose symbol, pole cap, base shroud, hand-hole cover, vertical sign supports, and all other misc. parts and hardware as shown on the design drawings.
 - 3. Sign fabrication and installation.

56-2.01D(2)a QUALIFICATIONS.

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Fabricator: Company specializing in fabricating the Products specified in this section with minimum three years documented experience.
- C. Erector Qualifications: Company specializing in installing the Products specified in this section with minimum three years documented experience.
- D. Finish: Company specializing in finishing the Products specified in this section with minimum three years documented experience.

56-2.02L(3) CLEANING. Clean coated metals and finished surfaces as recommended by coating manufacturer under section 59-4.

56-2.02M WARRANTY. Provide metalwork manufacturer's five year warranty. Include coverage for exterior prefinished surfaces against chipping, cracking or crazing, blistering, peeling, chalking, or fading. Include coverage for weather tightness of elements after installation. Include coverage for structural integrity. Warranty shall include replacement, including parts and labor for all parts and products installed as part of Work of this Section. Defective work shall be promptly replaced at no additional cost to the City of Roseville. Replacements shall be warranted for new five year warranty period, beginning at acceptance of replacement. Replacement materials and products shall be original manufacturer unless directed otherwise by Engineer. Replacements of products and materials by

other manufacturers when so authorized shall be by firms regularly engaged in the manufacture of the product or material specified, with not less than three years production experience.

56-2.03C(1) DELIVERY, STORAGE AND PROTECTION. Wrap and protect finished fabrications from damage during shipment, storage and installation. All contact points shall be wrapped in plastic during shipping and loading. Touch up coating materials shall be provided in manufacturer's labeled containers.

56-2.03C(2) ENVIRONMENTAL REQUIREMENTS. Do not apply touch up materials when surface and ambient temperatures are outside the temperature ranges recommended by product manufacturer.

56-2.03C(3) FIELD MEASUREMENTS. Verify that the field measurements are as indicated on approved shop drawings prior to beginning work.

56-2.03C(4) EXAMINATION. Sign structure locations, as indicated on plans, are approximate, exact locations will be determined by the Engineer. Confirm precise location and orientation of sign structure with Engineer prior to forming foundation. Confirm field dimensions with approved plans.

56-2.03C(5) INSTALLATION AND ERECTION. Install components and accessories in accordance with manufacturer's instructions, per the requirements listed in this Section, drawings, and approved plans. Secure all anchoring devices. Set component items plumb and square, securely anchored to foundation and structure. Field touch-up blemishes to original finish.

56-2.03C(6) FIELD QUALITY CONTROL. Provide touch-up, refinish, or replace damaged surfaces and finishes as directed by the Engineer.

56-2.04 PAYMENT. Full compensation for conforming to all requirements specified in this Section shall be considered as included in the contract price paid for Bid Item No. 8 Pleasant Grove Blvd – Install Changeable Message Sign and no additional compensation will be allowed.

SECTION 59. STRUCTURAL STEEL COATINGS

59-4.03D FINISH COATS. The sign pole, mast arm, rose symbol, pole cap, base shroud, hand-hole cover, vertical sign supports and all other fabricated steel components shall be smooth glossy finished with a shall be finished with a three step process consisting of Carboline Carbozinc 859 Organic Zinc-Rich Epoxy steel primer, Carboline Carboguard 561/561LT epoxy polyamide coating, and Carboline Carbothane 134 HG Aliphatic Acrylic Polyurethane high gloss finish topcoat or City approved equivalents prior to installation. The color for the finish coating shall match Tiger Drylac RAL 6004 Green.

59-5.04 PAYMENT

Full compensation for conforming to all requirements specified in this section shall be considered as included in the contract price paid for Bid Item No. 8 Pleasant Grove Blvd – Install Changeable Message Sign and no additional compensation will be allowed.

SECTION 82. SIGNS AND MARKERS

82-1.01 GENERAL. In addition to the requirements of Section 82-1.01 of the State Standard Specifications, the following shall apply:

Signs and markers shall conform to the provisions in Section 56 SIGNS and Section 82 MARKERS AND DELINEATORS of the City of Roseville Construction Standards and the Standard Construction Specifications, and these special provisions.

The Contractor shall perform the installation of traffic signs as called for on the plans and these special provisions. All existing traffic signs, which are in conflict with the proposed work as shown on the plans shall be removed by the Contractor and returned to the City. The Engineer shall make the final decision if a question arises as to what represents said conflict. All work described above shall conform to the Caltrans Traffic Manual.

Project Information Sign

The Contractor shall furnish and install three project information signs. The sign shall be 8' wide by 4' in height. The City will provide the sign graphics and content in electronic format. The project information signs shall be installed prior to beginning any other work at the project intersection. Final location of the project information signs shall be confirmed by the Engineer.

82-1.04 PAYMENT

Payment for all signage improvements shall be included in the lump sum cost for Bid Item No. 4 Signing and Striping. Full compensation for all additional materials and labor, not shown on the plans or specified, which are necessary to complete the removal and installation of signs, shall be considered as included in the prices paid for the Bid Items, or units thereof, and no additional compensation will be allowed therefor.

SECTION 84. MARKINGS

84-1.01 GENERAL. In addition to the requirements of Section 84-1.01 of the State Standard Specifications, the following shall apply:

Traffic stripes, pavement markings, and pavement markers shall conform to the provisions in Section 84 TRAFFIC STRIPES AND PAVEMENT MARKINGS and Section 85 MARKERS of the City of Roseville Construction Standards and the Standard Construction Specifications, and these special provisions.

The Contractor shall install temporary pavement striping and markings as necessary during construction. All temporary pavement striping and marking shall be refreshed as needed or when directed by the Engineer, at the Contractor's expense, until permanent pavement striping and marking is installed.

84-1.04 PAYMENT

Payment for traffic stripes, pavement markings, and pavement markers shall be included in the lump sum cost for Bid Item No. 4 Signing and Striping. Full compensation for all additional materials and labor, not shown on the plans or specified, which are necessary to complete the installation of traffic stripes and pavement markings, shall be considered as included in the prices paid for the Bid Items, or units thereof, and no additional compensation will be allowed therefor.

SECTION 86. SIGNALS, LIGHTING, AND ELECTRICAL SYSTEMS

In addition to Section 86 of Roseville Construction Standards and the Standard Specifications 86-2.14C Functional Testing, the following applies:

Functional Testing

All signal systems shall be ready for functional testing five working days prior to signal turn-on.

IISNS

The IISNS mast arm shall be in conformance with Roseville Standard Detail TS-12. Engineered sign mast arm and pole loading calculations must be provided to the City prior to sign mast arm installation.

Signal Interconnect Cable Testing

All fiber optic signal interconnect cables installed and/or modified as part of this project shall be fully tested per section 86-2.08 of the Roseville Construction Standards. Testing procedures shall be verified with the City.

Utility Locating

The Contractor is solely responsible to provide all labor and equipment necessary to locate existing underground facilities beyond the information provided by U.S.A. Markings include, but are not limited to, metal detectors, wire locations, and potholing.

Radar Vehicle Detection System

Radar vehicle detection units shall be installed per plan for stop bar and advance detection at the intersection of Westbrook Boulevard and Payson Avenue/Octave Avenue. The radar detection system shall be the AccuScan 600c system as manufactured by *Econolite*, or approved equal. Cabling shall be Econolite Part No. 219-1014-509. The traffic sensors and cabinet interface panel will be supplied by the City and installed by the Contractor. The Contractor shall furnish and install The AccuScan Sensor drop cables as shown on the plans.

Payment for signals, lighting, and electrical systems shall be included in the lump sum cost for Bid Item No. 5. Full compensation for all additional materials and labor, not shown on the plans or specified, which are necessary to complete the installation of signals, lighting, and electrical systems, shall be considered as included in the prices paid for the Bid Items, or units thereof, and no additional compensation will be allowed therefor.

SECTION 87. ELECTRICAL SYSTEMS

In addition to Section 86 of Roseville Construction Standards and the Caltrans Standard Specifications 87-1.03B Conduit Installation, the following applies:

Conduit Installation (Horizontal Directional Drilling Method)

Install all conduit under existing pavement using the Horizontal Directional Drilling Method. Install a conduit to a minimum depth of 4 feet and maximum depth of 6 feet. If you must install a conduit less than 4 feet in depth or greater than 6 feet in depth, the installation must be authorized.

The diameter of the bore hole must be no larger than 1.5 times the outside diameter of the conduit.

Water-based mineral slurry or wetting solution may be used to lubricate the boring tool and stabilize the soil surrounding the boring path.

Disposal of residue must comply with section 13-4.03D of the Caltrans Standard Specifications.

The horizontal directional drilling equipment must have directional control of the boring tool and have an electronic boring tool location detection system. During operation, the equipment must be able to determine the location of the tool both horizontally and vertically.

Do not use slurry cement backfill.

Use a mandrel to prove the conduit is free and clear of dirt, rocks, and other debris after installation.

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IX
APPENDIX A
CITY APPROVED EQUIPMENT LIST

City Approved Equipment List April 4, 2017

The following items are approved for use in the City of Roseville:

Dynamic Message Signs (DMS)

1. Daktronics Vanguard VF-2320 RGB

Battery Backup Systems (BBS)

1. Tesco 27-22 Electrical Service with BBS

Traffic Monitoring Cameras

1. Axis- Q6114-E

Traffic Monitoring Camera 360°

1. Axis 6054E & Axis Q6000E MkII

Traffic Signal Controllers

1. Naztec 2070E
2. Naztec 2070 2NZ Module

Traffic Signal Cabinets

1. Naztec "Stretch" P – See City Cabinet Specification
2. McCain "Stretch" P – See City Cabinet Specification

Traffic Signal Detectors

1. Reno Y/2-200-SS – 4 Channel
2. Reno G-200-S-2 Channel
3. Reno 222S - SS

Malfunction Monitoring Units (MMU)/Conflict Monitoring Units (CMU)

1. Reno MMU - 1600GE (LED Screen)
2. Reno 2018 (CMU)

Traffic Signal Preformed Loops

1. Reno 6 X 6 PLH
2. Reno 6 X 6 PLH-R

Emergency Vehicle Preemption Equipment

1. GTT Model #732 Discriminator
2. GTT Model #764 Discriminator

Traffic Signal Communication Switches

1. ITS Express - ITS 8040-V2
2. ITS Express – ITS 8028
3. ITS Express SFP Modules

Internally Illuminated Street Names Signs(IISNS)

1. Southern Manufacturing – Clean Profile L.E.D. Sign
Overhead Mast Arm Bracket OMB100FIX

Light Emitting Diodes (LED)

1. GELCORE ITE Equivalent
2. Dialight ITE Equivalent
3. Leoteck ITE Equivalent

Traffic Signal 9 Inch Countdown Pedestrian Heads

1. GELCORE ITE Equivalent
2. Dialight ITE Equivalent
3. Leotek ITE Equivalent

Pedestrian Push Buttons (PPB)

1. Polara Bulldog III (Green)
2. Cambell 4-EVER (Green)

Audible Pedestrian System

1. PPB Station – Polara Intelligent Navigator iN2
2. Control Unit – Polara ICCU-B (P Cabinet)
3. Control Unit – Polara ICCU-C (332 Cabinet)

Camera Power Cable

1. Belden PN 601195
2. Lake Cable PN IM201143/7

Pull Tape

1. Fiber-TEK PN WPT1250
2. Neptco Trace Safe RT1800W (Orange)

Fiber Optic Cable

1. Corning Cable Systems ALTOS All-Dielectric Gel-Free Cables
PN XXXEU4-T4101D20
2. Tactical Fiber OCC – D-012CSLS5km with AFL Fuse Connect
Terminations - Fuse LC9SMU-6

Category 5e Outdoor Cable

1. Mohawk LAN – Trak OSP Category 5e PN – M58790

LED Street Lights – Traffic Signal Only

1. Leotek GC1-80F-MV-NW-3-GY-700 (400W Equiv)
2. Leotek GC1-60F-MV-NW-3-GY-530 (250W Equiv)
3. A.E.L. ATB2-40BLEDE10-120-R3-NR (400W Equiv)
4. A.E.L. ATB0-30BLEDE10-120-R3-NR (250W Equiv)
5. A.E.L. ATB2-60BLEDE10-120-R3-NR (400+W Equiv)

Signal Head Hardware

1. McCain – Must install GGI Quick Change kit
2. Econolite – Must install GGI Quick Change kit

Fiber Optic Splice Enclosures

1. Coyote In-Line Runt 8006951 with 80809958 Tray
2. Coyote One Dome COY1-001 with 80809958 Tray

Pull Boxes and Vaults

1. Christy Fibrelyte FL-36
2. Christy Fibrelyte FL-36/24 Inch depth (Vault)

Categories not listed above shall be considered unrestricted as long as they are in conformance with the City's Design and Construction Standards.

X
APPENDIX B
PROGRESS PAYMENT FORMS



Department of Public Works
311 Vernon Street
Roseville, CA 95678

MONTHLY PROJECT PAYMENT ESTIMATE SUMMARY

Payment Estimate No: _____

Work Performed Through: _____

Contractor: _____

Project: _____

Address: _____

Acct.No: _____

Contract Summary

Original Contract Amount: (1) _____

Approved Change Orders through #: (2) _____

Quantity Changes (Requires Project Engineer/Inspector verification): (3) _____

Total Contract Amount to Date: (4) _____

Payment Summary	CURRENT PAY PERIOD AMOUNT	PREVIOUS AMOUNT	TO DATE AMOUNT
Contract Payments (Payment through PP# _____)			
Change Order Payments (CCO# _____ through _____)			
Total Earnings			
Less: Retention: (5%) In escrow account Yes ☐ No ☐			
Less: Administrative Deductions (Deducted from PP# _____)			
Payment Due to Contractor			

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his knowledge, information, and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

Resident Engineer: _____

Senior Engineer: _____

Contractor: _____

Date: _____

Date: _____

Date: _____



Project: _____

Acct#: _____

Department of Public Works

311 Vernon Street

Roseville, CA 95678

Contract: _____

PROJECT PAYMENT ESTIMATE

Payment Estimate No: _____

Work Performed Through: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Contract Amount	This Estimate		Previous Estimates		Work Completed		Work Remaining	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
					\$ -		\$ -	0	\$ -	0%	\$ -	0%	\$ -
					\$ -		\$ -	0	\$ -	0%	\$ -	0%	\$ -
					\$ -		\$ -	0	\$ -	0%	\$ -	0%	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
					\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
TOTALS:					\$ -		\$ -		\$ -		\$ -		\$ -



Department of Public Works
311 Vernon Street
Roseville, CA 95678

Project: _____

Acct.No: _____

Contractor: _____

QUANTITY ADJUSTMENT FORM

Payment Estimate No: _____

Work Performed Through: _____

INSTRUCTIONS

This form is to accompany Progress Payments or the Final Payment where there are quantity changes (variations in quantities) authorized by the Department of Public Works that adjust the Total Contract Amount.

Quantity Changes in the amount of:
Accompanying Progress Payment # (or Final Payment) _____ have been reviewed and the actual quantities verified.

Item No.	Item Description	Unit	Unit Cost	Contract Quantity Adjustments								
				This Estimate			Previous Estimates			To-Date Totals		
				Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
						\$ -			\$ -	0		\$ -
Totals						\$ -			\$ -			\$ -

Contractor Signature _____ Date _____

Resident Engineer Signature _____ Date _____



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

From:

Name of Contractor/Claimant

Address

Date:

Payment Request No:

Acct.No:

Project Name:

To/Owner: CITY OF ROSEVILLE

Department of Public Works

Engineering Division

311 Vernon Street

Roseville, CA 95678

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check:

Check Payable To:

Exceptions

Signature

Claimant Signature

Print Name:

Claimant Title

Date:



Department of Public Works
311 Vernon Street
Roseville, CA 95678

CONTRACT CHANGE ORDER

Change Order No. _____

Date Prepared: _____

Contractor: _____

Project: _____

Address: _____

Acct.No: _____

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

Description of work to be done, estimate of quantities, and prices to be paid:

Segregate between additional work at contract price, agreed price, and force account.

Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Estimated Cost: ☐ Decrease ☐ Increase \$ -

By reason of this order, the time of completion will be adjusted as follows:

Original Contract Amount:

Total Change by Previous Change Orders and/or Quantity Adjustment: \$ -

Contract Amount Prior to this Change Order:

Contract Amount to be (Increased/Decreased) _____ by this Change Order: \$ -

Adjusted Contract Amount Including this Change Order:

SIGNATURE	(PRINT NAME & TITLE)	DATE
-----------	----------------------	------

CITY APPROVAL BY:

SIGNATURE	(PRINT NAME & TITLE)	DATE
-----------	----------------------	------

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY:

SIGNATURE	(PRINT NAME & TITLE)	DATE
-----------	----------------------	------

XI
APPENDIX C
INSPECTION CHECKLIST

Traffic Signal Inspection Check List

CI – Construction Inspector/RE

TECH – Signal Technician

ENG – City Traffic Engineer

ATMS – Advanced Traffic Management System

PRIOR TO BEGINNING WORK

- ☐ **Pre-Job** – CI - CI to e-mail the Signal Technicians a minimum of 24 hours prior to the scheduled project pre-job meeting. The TECH assigned to the project will respond to the CI's e-mail confirming attendance.
- ☐ **Communications** – CI - At the pre-job meeting, the chain of communication shall be clearly defined. Requests for inspection, City supplied equipment, beginning of functional testing, and the scheduling of signal turn-on must be through the CI. All other communication should either go through or be relayed to the CI.

DURING CONSTRUCTION

- ☐ **Approve Pole Locations** – CI, TECH, ENG – Pole locations, face of curb, utilities, limit lines, and lane lines shall be clearly marked and checked by the CI prior to requesting inspection by the TECH and ENG.
- ☐ **Approve Controller and Service Cabinet Locations** – CI, TECH, ENG – Face of curb, back of walk, and signal poles shall be clearly marked and verified by the CI prior to requesting inspection by the TECH and ENG
- ☐ **Approve PTZ Camera Location** – CI, TECH, ENG
- ☐ **Approve Loop/Handhole Layout** – CI, TECH, ENG – Lane lines, limit lines, and medians shall be clearly marked and verified by the CI prior to inspection by TECH and ENG.
- ☐ **Inspect Signal Pole Foundation** – CI, TECH, ENG - including size, reinforcement cage, foundation conduit, bolt pattern, bolt orientation, and foundation height
- ☐ **Inspect Conduit Trenches** – CI - including depth, width, and location
- ☐ **Inspect Controller and Service Cabinet Foundations** – CI, TECH – Require approval prior to concrete and grounding
- ☐ **Inspect Conduit, Pull Box, and Handhole Installations** – CI, TECH – Handholes must be located on the lane lines. Check conduit/Pull Box sizes.
- ☐ **Inspect Loop Installation** – TECH
- ☐ **Inspect Trench Backfill** – CI - including AC/PCC repair
- ☐ **Inspect DLC Installation** – TECH
- ☐ **Inspect Signal Pole Installation** – CI, TECH
- ☐ **Inspect Phase and Service Wire Installation** – TECH
- ☐ **Inspect Signal Head Installation and Alignment** – TECH
- ☐ **Request City Supplied Equipment** – TECH, ENG – requires 10 day notice and prepayment for equipment prior to contractor pick-up unless exempt (contact Engineering for invoice)
- ☐ **Inspect Controller and Service Cabinet Installations** – TECH – CI to notify the TECH 48 hours prior to the contractor's scheduled equipment pickup date.
- ☐ **Inspect Pedestrian Push Button, Opticom, and Luminaire Installation** – TECH
- ☐ **Inspect SIC Installation** - TECH

PRIOR TO SIGNAL ACTIVATION

- ☐ **Install/Verify Approved Signal Timing** - TECH
- ☐ **5 Day Functional Test** – TECH
- ☐ **Flash Out Signal** – TECH
- ☐ **Initiate QuicNet Communication** – TECH, ATMS
- ☐ **Verify Final Striping** – CI, TECH, ENG
- ☐ **Signal Turn-On** – CI, TECH, ENG

POST SIGNAL ACTIVATION

- ☐ **Verify all Signal Indications and Pedestrian Phases Operational** – TECH, ENG
- ☐ **Monitor Signal Timing** – TECH, ENG
- ☐ **Generate Signal Punch List** – TECH, ENG
- ☐ **1-Year Warranty Inspection** – CI, TECH

48 hour notice required for inspections, Functional testing, and Signal Turn-On without prior approval.

XII
APPENDIX D
LANE CLOSURE CHART

LANE CLOSURE CHARTS

Route: Pleasant Grove Blvd

Direction of Travel	No. of Lanes Closed Concurrently	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100
West	1 Lane	R	P	P	P	P	P	P	NP	NP	NP	NP	NP	NP	R	R	R
	2 Lanes	R	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	R
	3 Lanes	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
East	1 Lane	R	P	P	P	P	P	NP	P	P	NP	NP	NP	NP	R	R	R
	2 Lanes	R	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	R	R
	3 Lanes	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP

Route: Westbrook Blvd, Payson Av, Octave Ave

Direction of Travel	No. of Lanes Closed Concurrently	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100
North	1 Lane	R	P	P	P	P	P	P	P	P	P	P	P	R	R	R	R
	2 Lanes	R	P	P	P	P	P	P	P	P	P	P	P	R	R	R	R
	3 Lanes	R	P	NP	P	P	P	P	P	P	NP	NP	NP	NP	NP	R	R
	4 Lanes	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
South	1 Lane	R	P	P	P	P	P	P	P	P	P	P	P	R	R	R	R
	2 Lanes	R	P	P	P	P	P	P	P	P	P	P	P	R	R	R	R
	3 Lanes	R	NP	NP	NP	P	P	P	P	P	NP	P	P	R	R	R	R
	4 Lanes	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
West	1 Lane	R	P	P	P	P	P	P	P	P	P	P	P	R	R	R	R
East	1 Lane	R	P	P	P	P	P	P	P	P	P	P	P	R	R	R	R

P = Closure may be permitted with approved TCP

NP = Closure not permitted

R = Closure may be permitted by request only with approved TCP

Note: Time shown is the start time of the closure (ex. An "NP" under 0700 indicates a closure is not permitted from 0700 - 0800 hours)

All potential closures between 2100 and 0600 ("night closures") will be evaluated upon request on a case by case basis

XII
APPENDIX E
FEDERAL MINIMUM WAGES

<http://www.dot.ca.gov/hq/esc/oe/federal-wages/>

CITY OF ROSEVILLE CALIFORNIA

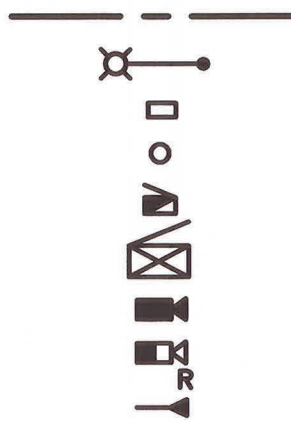
WESTBROOK BOULEVARD AND PAYSON AVENUE/OCTAVE AVENUE INTERSECTION IMPROVEMENT¹ AND PLEASANT GROVE BOULEVARD CHANGEABLE MESSAGE SIGN² PROJECT

SHEET INDEX

SHEET No. ^{1,2}	TITLE	DESCRIPTION
1	CV-01	COVER SHEET
2	GN-01	GENERAL NOTES
3	SS-01	SIGNING AND STRIPING PLAN
4	TS-01	TRAFFIC SIGNAL PLAN
5	TS-02	TRAFFIC SIGNAL SCHEDULES
6	IC-01	SIGNAL INTERCONNECT PLAN
7	FO-01	FIBER OPTIC SPLICE DIAGRAMS
8	DT-01	DETAILS
9	DT-02	DETAILS
10	CMS-L-01	CMS LAYOUT
11	CMS-L-02	CMS LAYOUT
12	CMS-D-01	ERECTION DETAIL
13	CMS-FD-01	FOUNDATION DETAIL
14	CMS-FB-01	FABRICATION DETAIL
15	CMS-FH-01	FABRICATION, HARDWARE
16	CMS-FO-01	FIBER OPTIC PLAN

LEGEND

PROPOSED



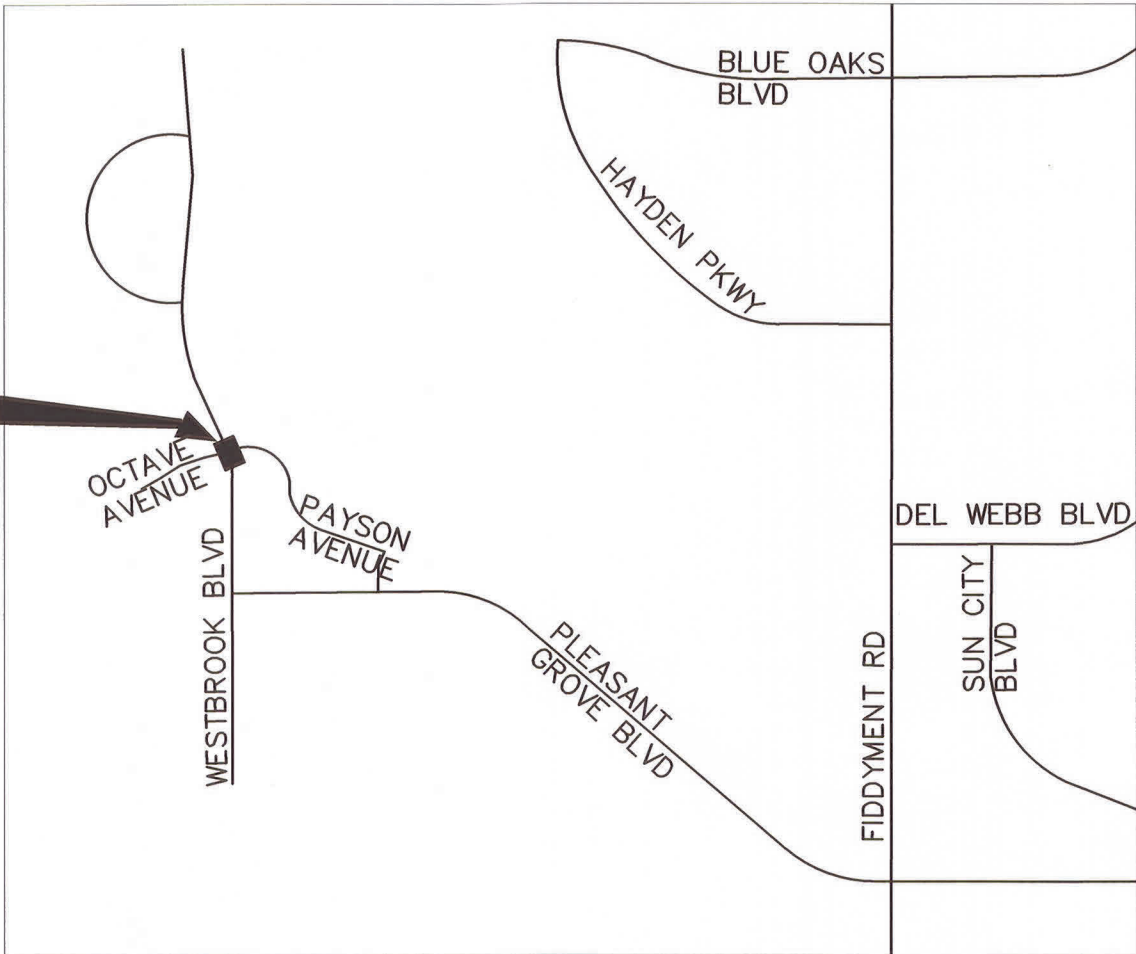
EXISTING

SS	SANITARY SEWER LINE
SD	STORM SEWER LINE
W	WATER LINE
E	ELECTRICAL LINE
G	GAS LINE (PG&E)
C	CONDUIT
L	LUMINAIRE
PB	PULL BOX (TYPE AS NOTED ON PLANS)
TP	TRAFFIC SIGNAL POLE
SC	SERVICE CABINET
TSCC	TRAFFIC SIGNAL CONTROLLER CABINET
CC	CCTV CAMERA
RD	RADAR DETECTION UNIT
ED	EVP DETECTOR

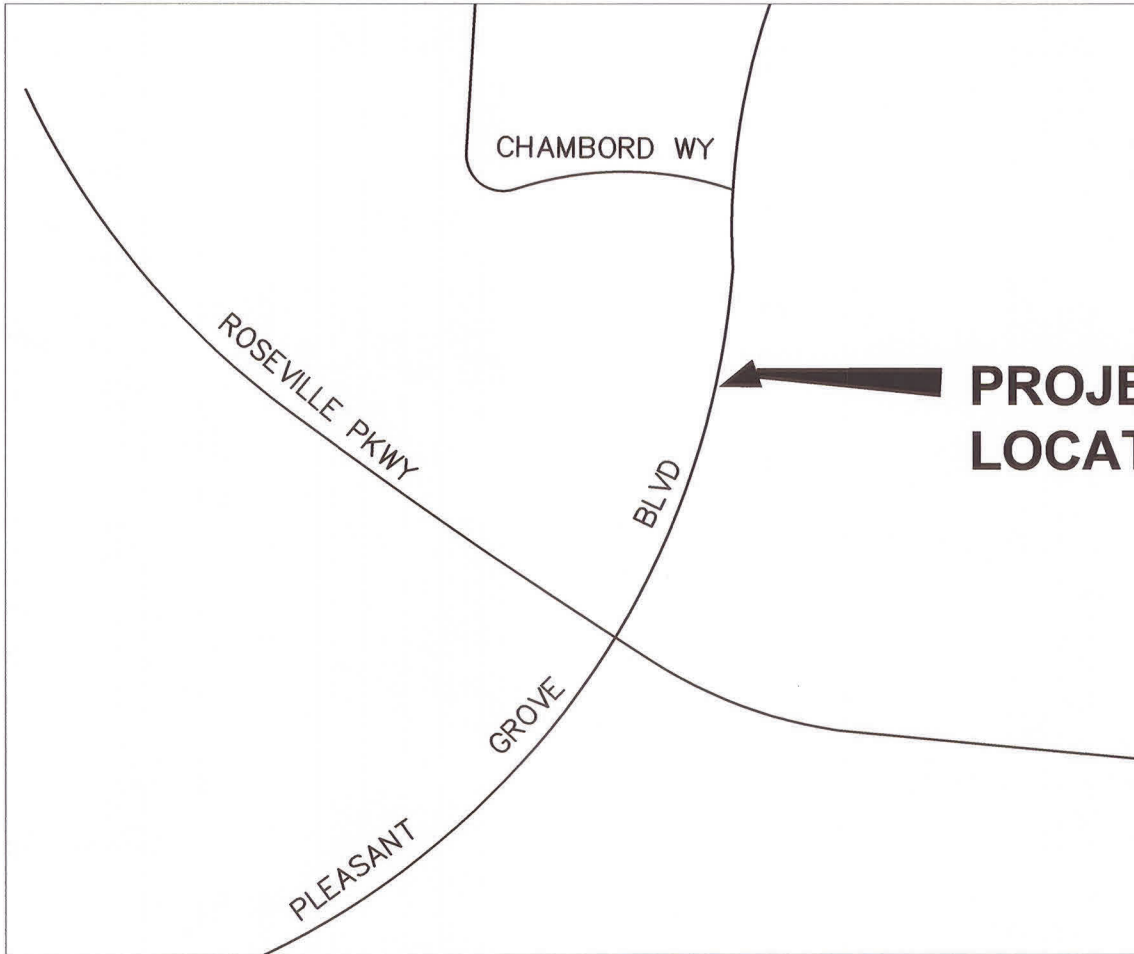
UTILITY REPRESENTATIVES

UTILITY	COMPANY	CONTACT	PHONE
-	U.S.A.	-	811
GAS	PG & E	BUILDING & RENOVATION DEPT.	877-743-7782
ELECTRICITY	ROSEVILLE ELECTRIC	RICHARD CORRAL	916-774-5616
TELEPHONE	AT & T	LEE NIETO	916-484-2384
WATER	ROSEVILLE ENVIRONMENTAL UTILITIES	SEAN BIGLEY	916-774-5513
SEWER		KEN GLOTZBACH	916-746-1820
DRAINAGE	ROSEVILLE PUBLIC WORKS	JERRY DANKBAR	916-774-5790
T.V. CABLE	COMCAST	STEVE ABELIA	916-830-6757

PROJECT
LOCATION



PROJECT
LOCATION



VICINITY MAP

NO SCALE



CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS	
ENGINEER IN RESPONSIBLE CHARGE ¹	
 ROBERT PADERNA, P.E. KIMLEY-HORN AND ASSOCIATES, INC.	6/24/2020 DATE
APPROVAL RECOMMENDED BY:	
 STEFANIE KEMEN, P.E. RCE 72653	6/23/2020 DATE
APPROVED BY:	
 JASON SHYKOWSKI, P.E. PUBLIC WORKS DIRECTOR	6-23-2020 DATE
ROSEVILLE PROJECT NUMBER: _____	
DATE IMPROVEMENT COMPLETED: _____	

NOTES:
1 KIMLEY-HORN IN RESPONSIBLE CHARGE OF SHEETS NO. 1 THROUGH 9.
2 CITY OF ROSEVILLE IN RESPONSIBLE CHARGE OF SHEETS NO. 10 THROUGH 16.



Know what's below.
Call before you dig.

WESTBROOK BLVD AND PAYSON AVE/OCTAVE AVE
INTERSECTION IMPROVEMENT PROJECT

CV-01

COVER SHEET

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

Kimley»Horn

555 CAPITOL MALL, SUITE 300, SACRAMENTO, CA 95814
PHONE: 916-458-5800
WWW.KIMLEY-HORN.COM



KHA PROJECT 097918028	DATE JUNE 2020	SCALE AS SHOWN	DESIGNED BY RVP	DRAWN BY CJY	CHECKED BY RVP
--------------------------	-------------------	-------------------	--------------------	-----------------	-------------------

REVISIONS	DATE	BY
No.		

1. ALL WORK SHALL CONFORM TO THE LATEST EDITIONS OF THE CITY OF ROSEVILLE DESIGN STANDARDS, CONSTRUCTION STANDARDS, STANDARD DETAILS, AND APPROVED TRAFFIC SIGNAL EQUIPMENT LIST, CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND THE CA MUTCD.
2. THE CONTRACTOR SHALL NOT PROCEED WITH ANY WORK CALLED FOR IN THESE PLANS UNTIL THE CITY ENGINEER'S SIGNATURE OF APPROVAL IS AFFIXED HEREON AND ALL APPLICABLE PERMITS HAVE BEEN OBTAINED. AN APPROVED SET OF JOB PLANS SHALL BE ON THE JOB SITE DURING ANY CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ALL CONFLICTS, ERRORS, OMISSIONS, ETC TO THE ENGINEER IMMEDIATELY UPON DISCOVERY. IF SO DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL STOP WORK UNTIL REMEDIAL ACTION CAN BE TAKEN. ANY COSTS INCURRED BY THE CONTRACTOR'S FAILURE TO REPORT OR FAILURE TO STOP WORK AS DIRECTED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OF ENGINEER.
5. THE CONTRACTOR SHALL CONTACT THE CITY OF ROSEVILLE PUBLIC WORKS ENGINEERING DIVISION, PARKS & RECREATION, AND LIBRARIES TO SCHEDULE A PRE-CONSTRUCTION MEETING AT LEAST TEN (10) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
6. THE CONTRACTOR SHALL MAKE AN ON-SITE INSPECTION PRIOR TO PROVIDING ANY PROPOSALS TO DETERMINE ANY AND ALL ITEMS NOT SHOWN AS REQUIRED BY THE PROPOSED SHEETS, BUT WHICH MAY BE NECESSARY TO PERFORM A COMPLETE AND ACCEPTABLE JOB.
7. THE LOCATIONS OF ALL UNDERGROUND FACILITIES SHOWN ON THIS PLAN ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND IDENTIFY ALL UNDERGROUND UTILITIES; HOWEVER, KIMLEY-HORN & ASSOCIATES, INC. AND CITY OF ROSEVILLE ASSUME NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING FACILITIES SHOWN HEREON OR FOR THE EXISTENCE OF OTHER UNDERGROUND UTILITIES OR OBJECTS WHICH MAY BE DISCOVERED, BUT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES PRIOR TO ORDERING THE TRAFFIC SIGNAL STANDARDS AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IF ANY SUCH FACILITIES INTERFERE WITH THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
8. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, THEY ARE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF ALL UNDERGROUND FACILITIES WHERE SUCH FACILITIES MAY CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS. CALL "UNDERGROUND SERVICE ALERT" AT 811 PRIOR TO ANY EXCAVATION.
9. THE CONTRACTOR SHALL NOTIFY THE PARKS CONSTRUCTION INSPECTOR (916-774-5748) A MINIMUM OF 3 DAYS PRIOR TO WORKING DAYS PRIOR TO DISTURBING EXISTING LANDSCAPE AND IRRIGATION. THE CONTRACTOR SHALL PROTECT EXISTING LANDSCAPE AND IRRIGATION. ANY LANDSCAPE OR IRRIGATION DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO THE CITY OF ROSEVILLE PARKS CONSTRUCTION STANDARDS.
10. KIMLEY-HORN & ASSOCIATES, INC. WILL NOT BE RESPONSIBLE FOR ANY DAMAGE OR UNAUTHORIZED CHANGES TO THE USES OF THESE PLANS. ALL CHANGES TO THESE PLANS SHALL BE IN WRITING AND MUST BE APPROVED BY THE CITY ENGINEER.
11. SIGNAL STANDARDS, CONDUITS, PULL BOXES, AND LOOP DETECTORS ARE SHOWN ON THESE PLANS IN THEIR APPROXIMATE LOCATION. THE ACTUAL LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR AND APPROVED BY THE CITY TRAFFIC ENGINEER IN THE FIELD PRIOR TO EXCAVATION. CONTRACTOR TO REQUEST APPROVAL FROM TRAFFIC SIGNAL TECHNICIAN AND CITY TRAFFIC ENGINEER 48 HOURS IN ADVANCE.
12. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL EQUIPMENT AND MATERIALS NECESSARY TO MAKE THE SYSTEM COMPLETE AND OPERABLE.
13. ALL PULL BOXES SHALL BE #6 FIBERLYTE (FL-36) OR APPROVED EQUAL, UNLESS SHOWN OTHERWISE.
14. ALL SIGNAL HEADS SHALL BE 12" WITH FULL CIRCLE VISORS. BACK PLATES SHALL BE METAL, LOUVERED. BACK PLATES FOR FLASHING YELLOW ARROW SIGNAL HEADS SHALL INCLUDE YELLOW REFLECTIVE TAPE. ALL SIGNAL HEADS SHALL INCLUDE GGI QUICK CHANGE KITS.
15. ALL SIGNAL INDICATIONS SHALL BE LED DISPLAY. LED UNITS SHALL BE ON CITY APPROVED EQUIPMENT LIST.
16. ALL SALVAGED SIGNS AND EQUIPMENT SHALL BE DELIVERED TO THE CITY OF ROSEVILLE CORPORATION YARD LOCATED AT 2005 SOUTH OF CIRCLE. THE CONTRACTOR SHALL DATE THE DELIVERY OF SALVAGED MATERIALS WITH THE CITY AND/OR ENGINEER 48 HOURS PRIOR TO DELIVERY.
17. THE CONTRACTOR SHALL LAYOUT AND CAT-TRACK THE PROPOSED STRIPING PRIOR TO INSTALLATION OF THE DETECTOR AND TRAFFIC SIGNAL. THE CONTRACTOR SHALL DATE THE CONTRACTOR IS RESPONSIBLE TO NOTIFY AND HAVE THE CITY TRAFFIC ENGINEER REVIEW THE STRIPING LAYOUT, CAT-TRACKING, DETECTOR LAYOUTS, AND SIGN POLE LOCATIONS, 48 HOURS PRIOR TO INSTALLATION.
18. ALL CONDUCTORS AND THEIR TERMINATIONS SHALL BE CLEARLY MARKED.
19. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING GUIDE, REGULATORY, AND WARNING SIGNING DURING IMPROVEMENT AND TRAFFIC SIGNAL INSTALLATION.
20. ALL NEW CONDUITS PLACED IN THE ROADWAY SHALL BE BURIED AT A DEPTH OF 18" BELOW FINISH GRADE. CONDUIT PLACED IN DIRT SHALL HAVE 36" COVERAGE. CONDUIT SIZE SHALL BE LIMITED TO 4" MAXIMUM FOR NEW INSTALLATIONS.

- ALL SIGNAL LOOPS INSTALLED IN THE NEW PAVEMENT SHALL BE PLACED IN THE LIFT OF AC IMMEDIATELY BELOW THE FINAL LIFT. THE NEW BOTTOM LIFT OF AC SHALL BE MINIMUM OF THREE (3) INCHES THICK WHERE TRAFFIC SIGNAL LOOPS WILL BE INSTALLED. THE NEW LOOPS THAT WILL BE BURIED UNDER AC SHALL BE INSTALLED WITH A SAW CUT DEPTH AS REQUIRED TO MAINTAIN A MINIMUM OF ½" COVERAGE OF LOOP SEALANT. LOOPS INSTALLED IN THE TOP LIFT WILL BE SAW CUT TO A DEPTH REQUIRED TO MAINTAIN 1" OF SEALANT COVERAGE.
- THE CONTRACTOR IS SOLELY RESPONSIBLE TO PROVIDE ALL LABOR AND EQUIPMENT NECESSARY TO LOCATE EXISTING UNDERGROUND FACILITIES BEYOND THE INFORMATION PROVIDED BY THE USA MARKINGS INCLUDING, BUT NOT LIMITED TO, METAL DETECTORS, WIRE LOCATIONS, AND POTHOLES.
- ON THE DAY OF SIGNAL ACTIVATION, THE CONTRACTOR SHALL BE REQUIRED TO HAVE ONE PERSON ON THE JOB SITE ALL TOOLS, EQUIPMENT AND PARTS NECESSARY TO REPAIR A SIGNAL MALFUNCTION. THESE SHALL INCLUDE, BUT NOT BE LIMITED TO, A BUCKET TRUCK, REPLACEMENT LED'S, WIRE, ETC.
- PRIOR TO ACTIVATION OF THE TRAFFIC SIGNAL, THE CONTRACTOR SHALL PROVIDE ONE FLAGGER PER INTERSECTION APPROACH TO CONTROL TRAFFIC. EACH FLAGGER SHALL WEAR APPROPRIATE SAFETY GEAR AND CARRY A STOP PADDDLE FOR CONTROLLING THE TRAFFIC. THE FLAGGERS SHALL COMPLETELY STOP TRAFFIC PRIOR TO THE SIGNAL CHANGING FROM RED FLASH TO FULL OPERATION.
- IMMEDIATELY PRIOR TO THE SIGNAL TURN-ON OF A NEW TRAFFIC SIGNAL, THE CONTRACTOR SHALL INSTALL TWO (2) ORANGE FLAS ON THE "SIGNAL AHEAD" SIGNS. FLASGS SHALL REMAIN IN PLACE TWO (2) WEEKS. SEE STRIPING AND SIGNAGE PLANS FOR PLACEMENT OF "SIGNAL AHEAD" SIGNS AND MARKINGS, AND FOR THE REMOVAL OF THE STOP SIGNS AND MARKINGS. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE FLASGS AFTER TWO WEEKS.
- NETWORK CABLES BEFORE INSTALLED SHALL BE IDENTIFIED WITH ELECTRICAL TAPE AT BOTH ENDS AS FOLLOWS:
 - A. ORANGE TAPE FOR VIDEO.
 - B. BLUE TAPE FOR WAP (WIRELESS ACCESS POINT)
 - C. WHITE TAPE FOR FUTURE USE(COILED IN PULL BOX AT BASE OF POLE).
- IN ORDER TO REDUCE STRAIN ON THE CABLING, ALL CABLES SHALL BE ADDED PRIOR TO FEEDING THEM THROUGH THE KELUMES GRIP (HUBBELL ITEM #073041278, OR APPROVED EQUIVALENT) WHICH IS ATTACHED TO AND SUSPENDED FROM THE POLE CAP.
- THE HOLE DRILLED FOR THE CAMERA AND WAP CABLING SHALL BE DRILLED AT THE BACK SIDE OF THE POLE. THIS WAY, THE CABLES CAN BE LOOPE TO EACH DEVICE WITH THE LEAST AMOUNT OF OBSTRUCTION TO THE CAMERA'S VIEW.
- THE HOLE DRILLED FOR THE CAMERA AND WAP CABLING SHALL BE THREADED THROUGH A STRAIGHT ¾" STRAIN RELIEF CORD CONNECTOR (THOMAS & BETTS ITEM #2535, OR APPROVED EQUIVALENT). THE ¾" DRILLED HOLE FOR CAMERA AND WAP CABLING SHALL BE 3 FEET FROM THE TOP OF THE POLE.
- THE CONTRACTOR SHALL VERIFY AT LEAST 48" OF EACH CABLE IS PULLED THROUGH AND SECURED BY THE STRAIN RELIEF CORD CONNECTOR. THE CABLES SHOULD BE LOOPE TOGETHER AND ADEQUATELY SEALED TO THE POLE TO PREVENT MOVEMENT. THE CABLE ENDS SHALL BE ADEQUATELY SEALED TO PREVENT MOISTURE EXPOSURE.
- REFER TO CITY APPROVED EQUIPMENT LIST FOR LED LUMINAIRES. LABEL THE LUMINAIRE WITH THE NUMBER OF LEDS AND WATTAGE AS REQUESTED. LEDS SHALL NOT BE OLDER THAN 1 YEAR FROM THE MANUFACTURED DATE.
- PEDESTRIAN SIGNAL HEADS SHALL BE LED COUNTDOWN GELCORE 16", MODEL #PS7-CFFI-01A-18, OR APPROVED EQUAL.
- ISNS SHALL BE EDGE LIT LED MOUNTED ON ISNS SUPPORT ARM AND MOUNTED ON POLE 25 FEET HEIGHT. REFER TO CITY STANDARD DETAILS TS-11 AND TS-12. SIGN PANELS SHALL BE APPROVED BY CITY PRIOR TO ORDERING. ENGINEERED SIGN MAST ARM AND POLE LOADING CALCULATIONS MUST BE PROVIDED TO THE CITY PRIOR TO SIGN MAST ARM INSTALLATION. ISNS SIGNS WILL REQUIRE PROOFS TO BE APPROVED BY THE CITY OF ROSEVILLE.
- REFER TO CITY APPROVED EQUIPMENT LIST FOR PARTS.
- ALL PVC CONDUIT SHALL CONTAIN PULL TAPE AND DLC.
- CAMERA POWER CABLE SHALL BE IMSA 14-3/20-1-STR, 600 VOLT, 90 DEGREE C, AND OIL AND WEATHER RESISTANT. COLOR CODE 3/C BLACK, WHITE, AND GREEN.
- ALL FIELD WIRING SHALL BE COMPRISED OF MULTIPLE CIRCUIT CONDUCTORS PER THE "CONDUCTOR SIGNAL CABLE REQUIREMENTS" TABLE IN SECTION 86-2.08D OF THE CALTRANS STANDARD SPECIFICATIONS.
- THE CONTRACTOR SHALL TRIM TREES, AS NECESSARY, SO THAT ALL SIGNAL HEADS AND SIGNS WITHIN THE PROJECT AREA ARE VISIBLE TO DRIVERS WITHIN 600' OF THE INTERSECTION. THE CONTRACTOR IS RESPONSIBLE FOR CONTRACTING ALL APPROPRIATE PARTIES (PARKS AND REC, RESIDENTS, ETC.) PRIOR TO TRIMMING/REMOVING TREES.
- IN ADDITION TO SECTION 86 OF ROSEVILLE CONSTRUCTION STANDARDS AND THE STANDARD SPECIFICATIONS 86-2.14C FUNCTIONAL TESTING, THE FOLLOWING APPLIES: ALL SIGNAL SYSTEMS SHALL BE READY FOR FUNCTIONAL TESTING FIVE WORKING DAYS PRIOR TO SIGNAL TURN-ON.
- ALL FIBER OPTIC SIGNAL INTERCONNECT CABLES INSTALLED AND/OR MODIFIED AS PART OF THIS PROJECT SHALL BE FULLY TESTED PER SECTION 86-2.08E OF THE ROSEVILLE CONSTRUCTION STANDARDS. TESTING PROCEDURES SHALL BE VERIFIED WITH THE CITY.
- PAYMENT FOR SIGNAL, LIGHTING, INTERCONNECT, AND ELECTRICAL SYSTEMS SHALL BE INCLUDED IN THE LUMP SUM COST FOR THE BID ITEMS "WESTBROOK BOULEVARD AND PAYSON AVENUE/OCTAVE AVENUE - TRAFFIC SIGNAL INSTALLATION" AND "WESTBROOK BOULEVARD - FIBER OPTIC SIGNAL INTERCONNECT". FULL COMPENSATION FOR ALL ADDITIONAL MATERIALS AND LABOR, NOT SHOWN ON THE PLANS OR SPECIFIED, WHICH ARE NECESSARY TO COMPLETE THE INSTALLATION OF THE SIGNALS, LIGHTING, INTERCONNECT, AND CONTRACTOR SHALL SYSTEM SHALL BE CONSIDERED AS INCLUDED IN THE PRICE PAID FOR THESE BID ITEMS, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED THEREFOR.

- 1 - ITS EXPRESS 8028 NETWORK SWITCH
- 6 BBS 24 VOLT BATTERY PACK
- 1 - CONTROL CABINET NEMA STRETCH P. MCCAIN
- 1 - SERVICE/BUS COMBINATION W/ANCHOR BOLTS
- 3 - CONTROL CABINET DETECTOR Y/2-200-SS
- 12 - CONTROL CABINET LOAD SWITCH LS-200
- 1 - 1600-1 MMU RENO MONITOR, MALFUNCTION MONITOR UNIT
- 2 - 1600-1 RENO PROGRAMMING CARD
- 1 - CAMERA, HD 720P, POE, 64 GB, POLE MOUNT
- 1 - CONTROL CABINET FLASHERS NO. 200 SOLID STATE
- 8 - CONTROL CABINET FLASH TRANSFER NO.FL1
- 1 - SIGNAL CONTROLLER, 15, NAZTEC, 2070E
- 1 - CONTROL CABINET NEMA 270 2NZ MODULE
- 4 - OPTICOM DETECTOR, MODEL 721
- 1 - OPTICOM DISCRIMINATOR MODEL 764
- 2 - CONTROL CABINET POWER SUPPLY
- 1 - ACYCLICA WI-FI UNIT

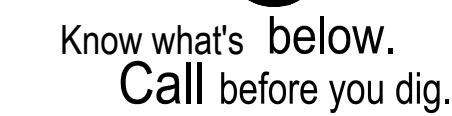
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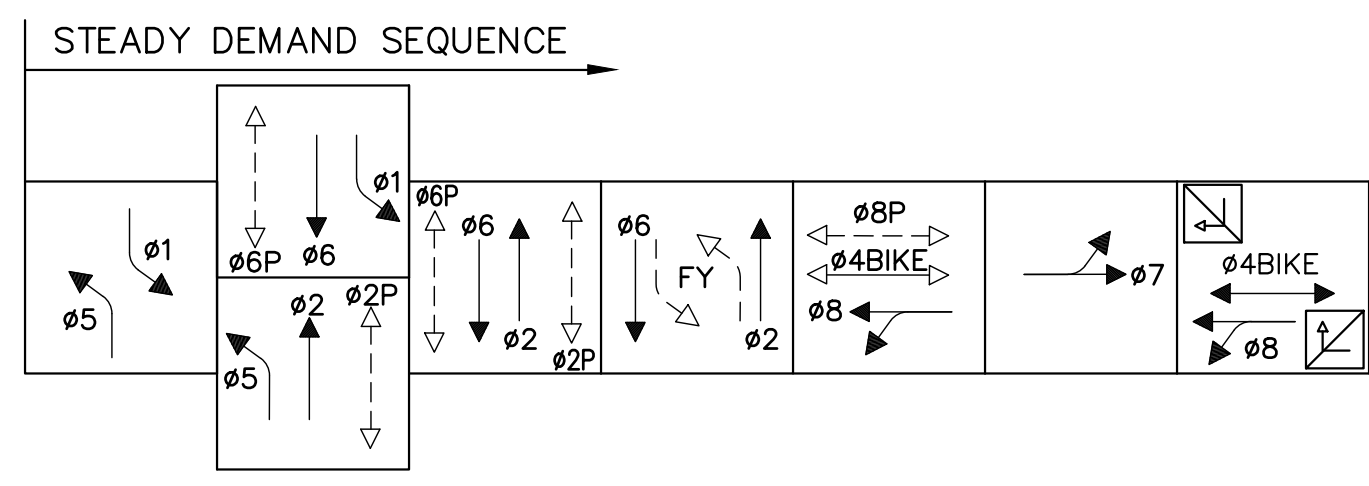
1. UNLESS OTHERWISE NOTED ON PLAN, EXISTING STRIPING TO REMAIN.
2. EXISTING STRIPING CONFLICTING WITH PROPOSED STRIPING SHALL BE REMOVED.
3. NEW PAVEMENT LEGEND MARKINGS SHALL BE CENTERED WITHIN LANE.
4. SEE GENERAL NOTE 4, SHEET TS-01. TRENCHING MAY OBLITERATE EXISTING STRIPING NOT SHOWN ON THIS SHEET. EXISTING STRIPING OBLITERATED BY TRENCHING SHALL BE REPLACED.

- 1 REMOVE AND SALVAGE EXISTING SIGN AND POST. SIGN TYPE AS INDICATED ON PLAN.
- 2 REMOVE EXISTING 'STOP' PAVEMENT LEGEND.
- 3 INSTALL CROSSWALK STRIPING AND MARKING. SEE DETAIL 'A' THIS SHEET. SQUARES (18"x18") SHALL BE THERMOPLASTIC AND MUST BE INSTALLED USING A SINGLE PASS WITH AN 18 IN. SHOE ON STRIPER MACHINE.
- 4 REPLACE EXISTING W3-1 SIGN WITH W3-3 SIGN. SEE DETAIL 'B' THIS SHEET.
- 5 REMOVE EXISTING 'STOP AHEAD' PAVEMENT LEGEND.

6. INSTALL BICYCLE DETECTOR SYMBOL PER CAMUTOD FIGURE 9C-7. SYMBOL SHALL BE PLACED 6 INCHES BEHIND THE CROSSWALK/STOP BAR.
7. GRIND EXISTING CROSSWALK STRIPING PER CITY OF ROSEVILLE STANDARDS. LENGTH AS INDICATED ON PLAN.
8. REFRESH EXISTING 'BIKE LANE' PAVEMENT LEGEND.
9. REFRESH EXISTING CROSSWALK STRIPING. LENGTH AS INDICATED ON PLAN.
10. INSTALL CROSSWALK STRIPING. LENGTH AS INDICATED ON PLAN.
11. INSTALL NEW 36"x48" "LEFT TURN YIELD ON FLASHING" - YELLOW ARROW SYMBOL SIGN ON NEW POST. SEE DETAIL 'C', THIS SHEET. INSTALL PER CITY OF ROSEVILLE DESIGN & CONSTRUCTION STANDARDS, DETAIL TS-30. REFER TO SHEET DT-01.
12. FURNISH AND INSTALL 4'X8' PROJECT INFORMATION SIGN ON 2-4X4 WOODEN POSTS PER DETAIL 'H' ON SHEET DT-01. CITY TO PROVIDE SIGN GRAPHIC DETAILS.
13. INSTALL 12" WHITE THERMOPLASTIC STRIPING. LENGTH AS INDICATED ON PLAN.
14. INSTALL NEW W3-3 ON EXISTING LUMINAIRE. SEE DETAIL 'B', THIS SHEET.

[illegible]

PROPOSED PHASE SEQUENCE

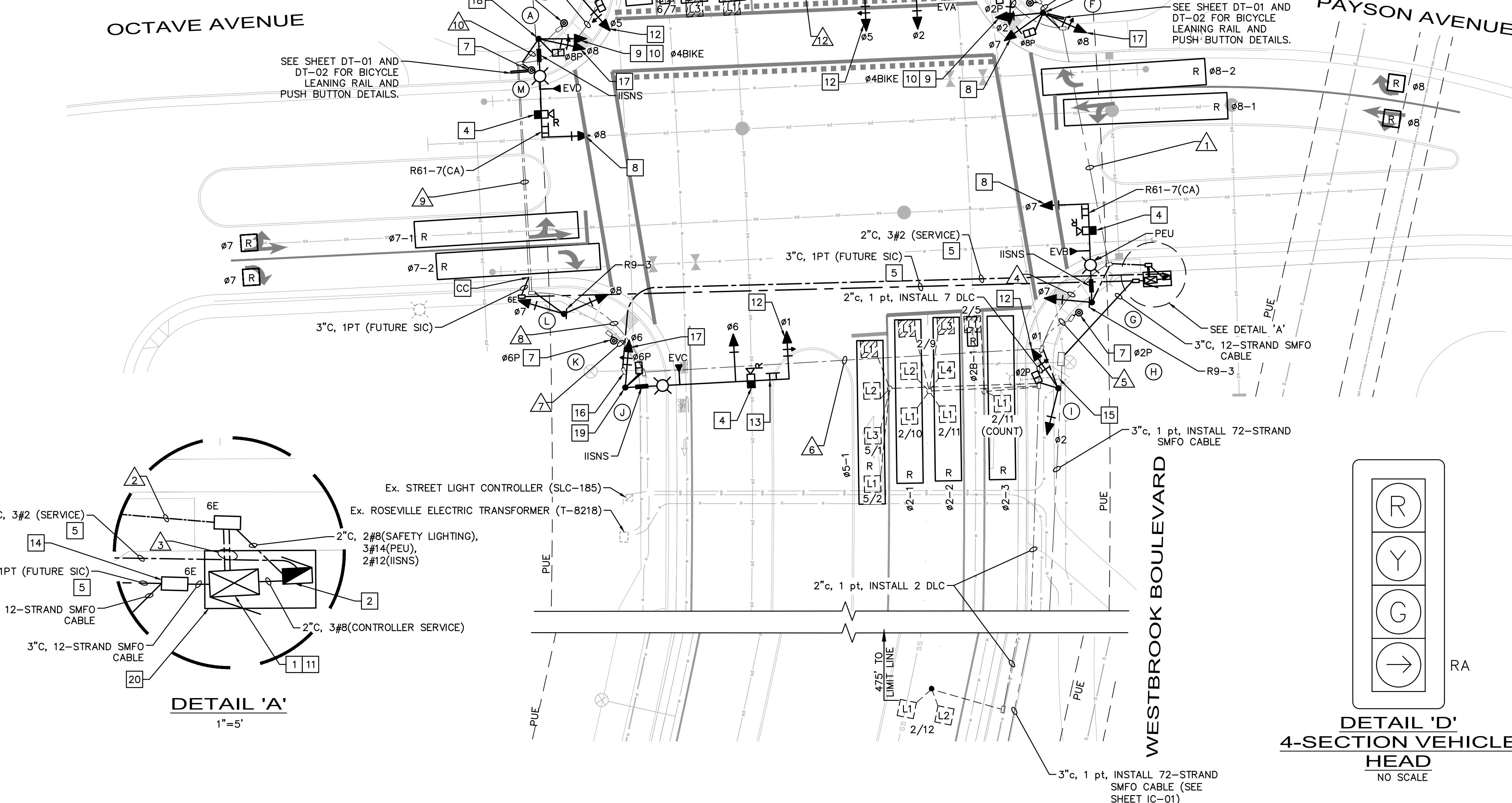


EVP ASSIGNMENTS

EVA = 02 + 05
EVB = 07
EVC = 06 + 01
EVD = 08

DETAIL 'B'
4-SECTION VEHICLE
HEAD
NO SCALE

DETAIL 'C'
BICYCLE SIGNAL
HEAD
NO SCALE



GENERAL NOTES (THIS SHEET ONLY)

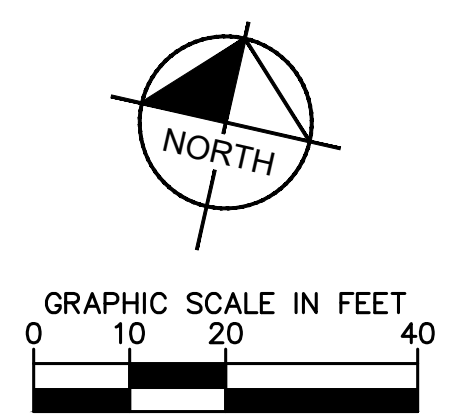
1. ALL PULL BOXES ARE FIBERLYTE FL-36 UNLESS OTHERWISE NOTED.
2. ALL NO. 6E PULL BOXES SHALL BE INSTALLED WITH 12 IN. EXTENSIONS.
3. REPLACE EXISTING PULL BOX LIDS WHERE BROKEN.
4. ROCK WHEEL TRENCHING PER DETAIL TS-13 AND CONDUIT INSTALLATION SHALL BE LOCATED ALONG THE CENTERLINE OF THE BIKE LANE STRIPE OR STOP BAR/CROSSWALK STRIPING WHENEVER POSSIBLE, CS 86-2.05C.3.

CONSTRUCTION NOTES: (SHEETS TS-01 AND TS-02)

1. INSTALL CITY-FURNISHED NEMA TYPE-"STRETCH" P CABINET. CITY TO PROVIDE AND INSTALL SIGNAL CONTROLLER.
2. INSTALL CITY-FURNISHED TESCO 120/240V TYPE 27-22 SERVICE PEDESTAL WITH BATTERY BACK-UP SYSTEM OR APPROVED EQUIVALENT. THE EQUIPMENT GROUNDING CONDUCTOR SHALL BE AWG #8 BARE COPPER. STRANDED WIRE IS NOT ACCEPTABLE.
3. NOT USED.
4. FURNISH AND INSTALL VEHICLE DETECTION RADAR UNIT. CONTRACTOR TO COORDINATE WITH CITY AND VENDOR BEFORE INSTALLATION. SEE SPECIAL PROVISIONS FOR FURTHER DETAIL.
5. INSTALL CONDUIT USING DIRECTIONAL BORING METHOD.
6. INSTALL CITY-FURNISHED PTZ CCTV CAMERA. MOUNT BELOW LUMINAIRE MAST ARM (AS DIRECTED BY CITY ENGINEER). INSTALL ASSOCIATED COMMUNICATIONS AND POWER CABLES. SEE CITY STANDARD DETAIL TS-24 FOR MOUNTING DETAILS.
7. FURNISH AND INSTALL POLARA APS SYSTEM (INTELLIGENT NAVIGATOR INS2 WITH ICCU-S2 CONTROL UNIT) AND ASSOCIATED PUSH BUTTON STATION.
8. FURNISH AND INSTALL 4-SECTION VEHICLE HEAD PER DETAIL 'B', THIS SHEET.
9. FURNISH AND INSTALL BICYCLE SIGNAL HEAD PER DETAIL 'C', THIS SHEET.
10. FURNISH AND INSTALL R10-10b "BICYCLE SIGNAL" SIGN AT TOP OF BICYCLE SIGNAL HEAD. MODIFY SIGNAL MOUNTING FRAME TO ACCEPT SIGN. SEE DETAIL 'G' SHEET DT-01.
11. FURNISH AND INSTALL SPH-01P & 12-PORT CCH PANEL WITH LC CONNECTORS IN CONTROLLER CABINET. TERMINATE TACTICAL CABLE PER TYPE-1 SPLICE ON SHEET FO-01 USING AFL FUSECONNECT LC9SMU-6.
12. FURNISH AND INSTALL 4-SECTION FLASHING YELLOW ARROW VEHICLE HEAD PER DETAIL 'E', THIS SHEET, AND CITY OF ROSEVILLE DESIGN & CONSTRUCTION STANDARDS, DETAIL TS-30. REFER TO SHEET DT-01.
13. FURNISH AND INSTALL "LEFT TURN YIELD ON FLASHING YELLOW" SIGN PER CITY OF ROSEVILLE DESIGN & CONSTRUCTION STANDARDS, DETAIL TS-30. REFER TO SHEET DT-01.
14. PROVIDE 100 FT. OF SLACK OF 72-STRAND SMFO CABLE IN PULL BOX. SPLICE FIBER OPTIC CABLES PER TYPE-1 SPLICING DIAGRAM ON SHEET FO-01.
15. REMOVE EXISTING STREET LIGHT AND DELIVER TO CITY. REMOVE STREET LIGHT CONDUCTORS FROM SLC-185. COORDINATE WITH TIM PONTES, ROSEVILLE ELECTRIC OPERATIONS SUPERVISOR, AT (916) 774-5550 AT LEAST THREE WORKING DAYS PRIOR TO WORK FOR STREET LIGHT DELIVERY.
16. EXISTING ROSEVILLE ELECTRIC SERVICE POINT, COORDINATE WITH ROSEVILLE ELECTRIC FOR CONNECTION.
17. FURNISH AND INSTALL 4-SECTION RIGHT TURN ARROW VEHICLE HEAD. SEE DETAIL 'D', THIS SHEET.
18. FURNISH AND INSTALL R3-1 BLANKOUT SIGN (30"x30") WITH MOD SV-3-T MOUNTING HARDWARE. SEE DETAIL 'E', SHEET TS-02.
19. FURNISH AND INSTALL R3-1 BLANKOUT SIGN (30"x30") WITH MOD SV-2-T MOUNTING HARDWARE. SEE DETAIL 'F', SHEET TS-02.
20. INSTALL CONTROLLER/SERVICE CABINET PAD PER CITY OF ROSEVILLE DESIGN & CONSTRUCTION STANDARDS, DETAIL TS-5.

DETAIL 'D'
4-SECTION VEHICLE
HEAD
NO SCALE

DETAIL 'E'
4-SECTION VEHICLE
HEAD
NO SCALE



KHA PROJECT 097913028		DATE JUNE 2020	SCALE AS SHOWN	DESIGNED BY RVP	DRAWN BY CUT	CHECKED BY RVP
WESTBROOK BLVD AND PAYSON AVE/OCTAVE AVE INTERSECTION IMPROVEMENT PROJECT						
TS-01 TRAFFIC SIGNAL PLAN						
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA						
SHEET NUMBER 4 OF 16						DATE BY

555 CAPITOL MALL, SUITE 300, SACRAMENTO, CA 95814
PHONE: 916.685.8800
WWW.KIMLEY-HORN.COM

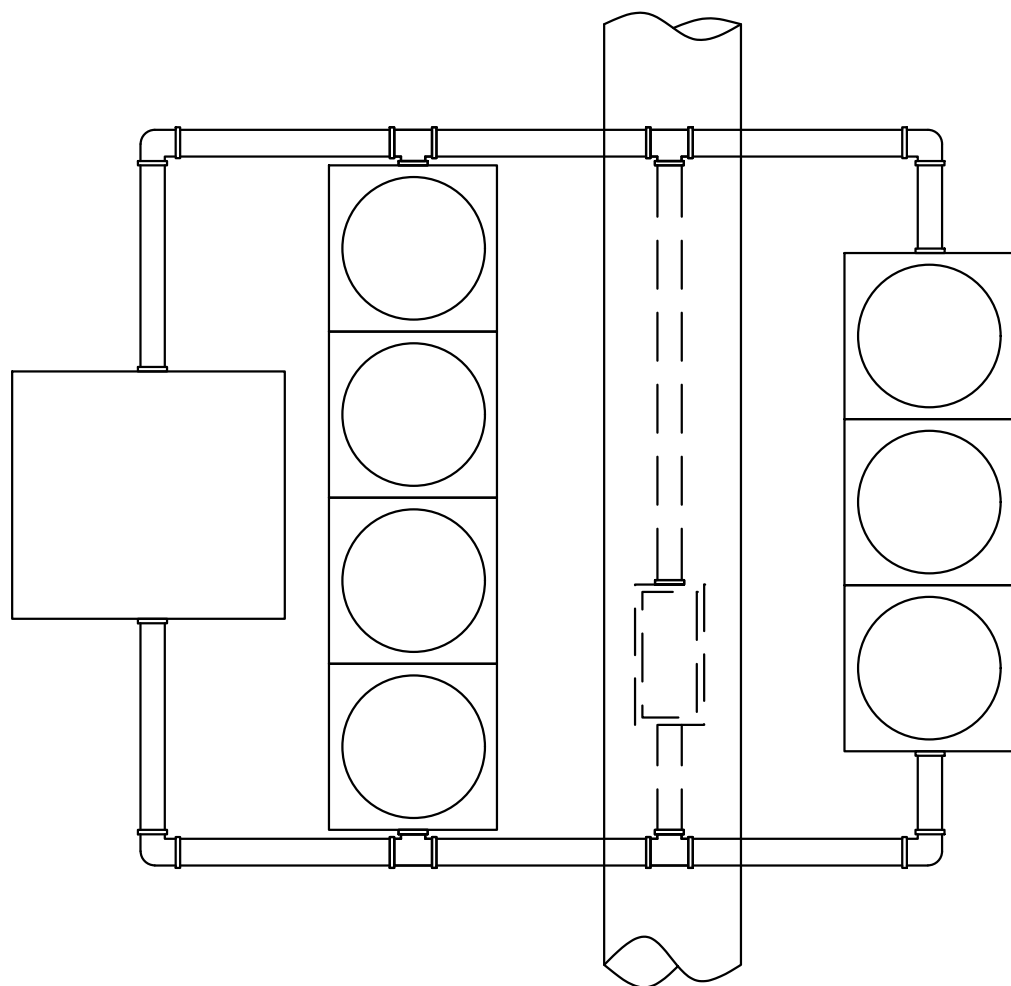
K:\SAC_TPT0\ROSEVILLE WESTBROOK @ PAYSON SIGNAL DESIGN -- 097XXXXXX\08 CAD\PLANS\TS-02.DWG
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CONDUCTOR SCHEDULE																			
CONDUCTOR DESIGNATION				NUMBER OF CONDUCTORS															
CABLE TYPE	STD	PHASE	RUN NUMBER																
			1	2	3	4	5	6	7	8	9	10	11	12	13	14			
VEH--PED 12CSC	(A)	8,8P,4BIKE																	
	(B)		6P,8P																
	(C)	5,6,6P																	
	(D)	2,2P,5																	
	(E)		2P,8P																
	(F)	7,8,8P,4BIKE		4BIKE															
	(G)	7																	
	(H)		2P																
	(I)	1,2,2P																	
	(J)	1,6,6P																	
PPB 3CSC	(K)		6P																
	(L)	7,8																	
(M)				4BIKE															
TOTAL CABLES 12/3 CONDUCTORS			4	3	8	11	8	5	1	6	4	1	4	3	3	2	1	1	1
#14	PEU			3	3														
#12	IISNS			2	2	2	2	2	2	2	2							2	
#8	BLANKOUT SIGNS			1	1	1		1		1	1								
	LUMINAIRES			2	2	2	2	2	2	2	2							2	
	GROUND			1	1	1	1	1	1	1	1							1	
PULL TAPE					1(E)		1(E)	1(E)	1(E)	1(E)	1(E)	1(E)	1(E)	1(E)	1(E)	1(E)	1(E)	1(E)	1(E)
RADAR UNIT CABLE	ø1/ø6			1	1	1		1											
	ø2/ø5			1	1	1												1	
	ø7				1	1													
	ø8			1	1	1		1		1	1								
DLC	ø1			3	3	3		3		3	3		3						
	ø2			4	4	4													
	ø5			3	3	3													
	ø6			4	4	4		4		4	4		4				4		
EVP				1	4	4	2		2		1	1						1	
CAT 6E CABLE ⊙	(D)			1	1	1												1	
	(J)			1	1	1		1											
PTZ CCTV POWER CABLE *				1	1	1												1	
CONDUIT SIZE			2-3"2-4"2-4"2-3																

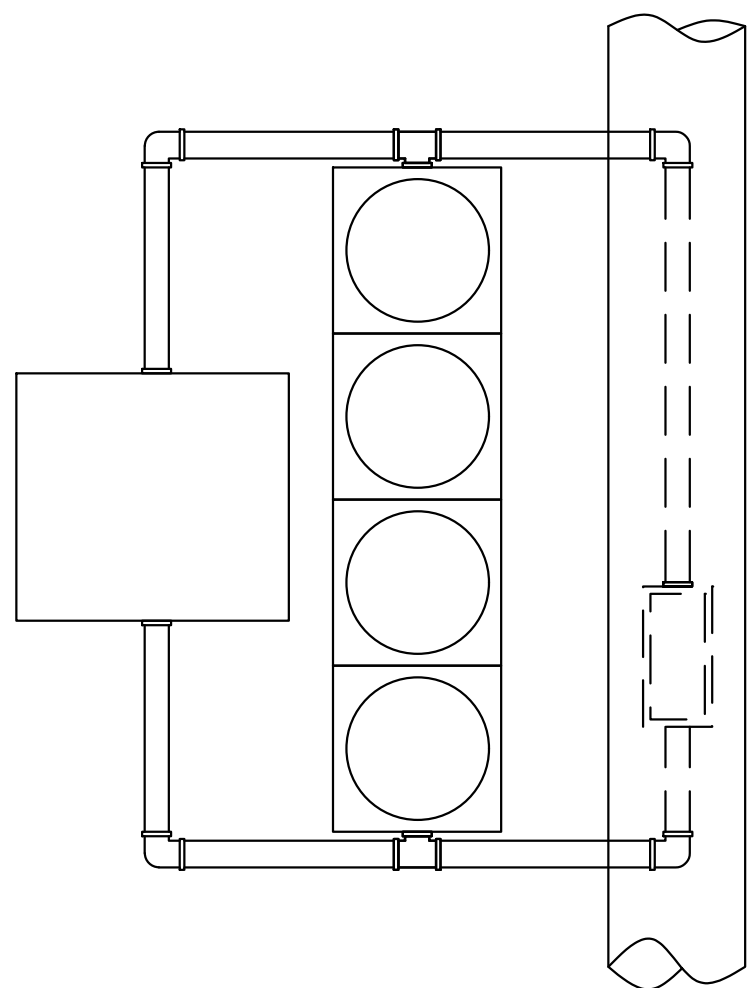
ALL CONDUCTORS AND CONDUIT ARE NEW UNLESS OTHERWISE NOTED.
(E) - DENOTES EXISTING CONDUIT
* - FURNISH AND INSTALL IMSA 14-3/20-1-STR 600 V POWER CABLE, COLOR CODE 3/C (BELDEN PART NUMBER 601195 OR CITY APPROVED EQUIVALENT). COIL 10 FEET SLACK AT THE TOP OF POLE.
Ø - FURNISH AND INSTALL MOHAWK LAN-TRAK OSP CAT6 CABLES (PART NUMBER M58790 OR CITY APPROVED EQUIVALENT). COIL 10 FEET OF SLACK AT TOP OF POLE.

POLE AND EQUIPMENT SCHEDULE											
LOCATION	STANDARD			VEHICLE SIGNAL MOUNTING		PEDESTRIAN SIGNAL MOUNTING	PPB		LED LUMINAIRE WATTAGE	REMARKS	
	TYPE	SIG. MA (FEET)	LUM. MA (FEET)	MAST ARM	POLE		Ø	ARROW			
(A)	19-4-100	30'	15'	MAT MAS	SV-3-TA MOD	SP-1-CS	-	-	183	INSTALL EVD AND RADAR DETECTION UNIT ON SMA. INSTALL IISNS MAST ARM AND IISNS (Westbrook Blvd).	18
(B)	PPB	-	-	-	-	-	6 8	LEFT RIGHT	-		
(C)	1-B (10')	-	-	-	TV-2-T	SP-1-CS	-	-	-	FURNISH AND INSTALL R10-22 SIGN ON POLE ANGLED AT 30' TOWARDS THE ROAD. SEE DETAIL 'B', SHEET DT-01.	
(D)	29-5-100	45'	15'	MAT MAS	SV-1-T	SP-1-CS	-	-	183	INSTALL EVA AND RADAR DETECTION UNIT ON SMA. INSTALL IISNS MAST ARM AND IISNS (<-Octave Ave/Payson Ave->).	
(E)	PPB	-	-	-	-	-	2 8	RIGHT LEFT	-		
(F)	1-B (10')	-	-	-	TV-3-T	SP-1-CS	4 (BIKE)	LEFT	-	BICYCLE PUSH BUTTON SHALL BE TYPE B. SEE DETAIL 'A', SHEET DT-01, FOR SIGN DETAIL.	
(G)	19-4-100	30'	15'	MAT MAS	SV-1-T	-	-	-	183	INSTALL EVB AND RADAR DETECTION UNIT ON SMA. INSTALL IISNS MAST ARM AND IISNS (Westbrook Blvd). INSTALL PEU ON LUMINAIRE.	
(H)	PPB	-	-	-	-	-	2	LEFT	-		
(I)	1-B (10')	-	-	-	TV-2-T	SP-1-CS	-	-	-	FURNISH AND INSTALL R10-22 SIGN ON POLE ANGLED AT 30' TOWARDS ROAD. SEE DETAIL 'B', SHEET DT-01.	
(J)	60-5-100	55'	15'	MAT MAS	SV-2-TA MOD	SP-1-CS	-	-	183	INSTALL EVC AND RADAR DETECTION UNIT ON SMA. INSTALL IISNS MAST ARM AND IISNS (<-Octave Ave/Payson Ave->).	19
(K)	PPB	-	-	-	-	-	6	RIGHT	-		
(L)	1-B (10')	-	-	-	TV-2-T	-	-	-	-		
(M)	PPB	-	-	-	-	-	4 (BIKE)	LEFT	-	BICYCLE PUSH BUTTON SHALL BE TYPE B. SEE DETAIL 'A', SHEET DT-01, FOR SIGN DETAIL.	

NOTE:
ALL POLES AND EQUIPMENT ARE NEW.



DETAIL 'E'
BLANKOUT SIGN MOUNTING
DETAIL
NO SCALE



DETAIL 'F'
BLANKOUT SIGN MOUNTING
DETAIL
NO SCALE



Know what's below.
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WESTBROOK BLVD AND PAYSON AVE/OVTAVE AVE
INTERSECTION IMPROVEMENT PROJECT

TS-02
TRAFFIC SIGNAL SCHEDULES
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

KHA PROJECT
097918028

DATE
JUNE 2020

SCALE
AS SHOWN

DESIGNED BY
RVP

DRAWN BY
CJY

CHECKED BY
RVP

Kimley»Horn

555 CAPITOL MALL, SUITE 300, SACRAMENTO, CA 95814
PHONE: 916-458-5600
WWW.KIMLEY-HORN.COM

REGISTERED PROFESSIONAL ENGINEER
No. 73262
STATE OF CALIFORNIA

REVISIONS

No.

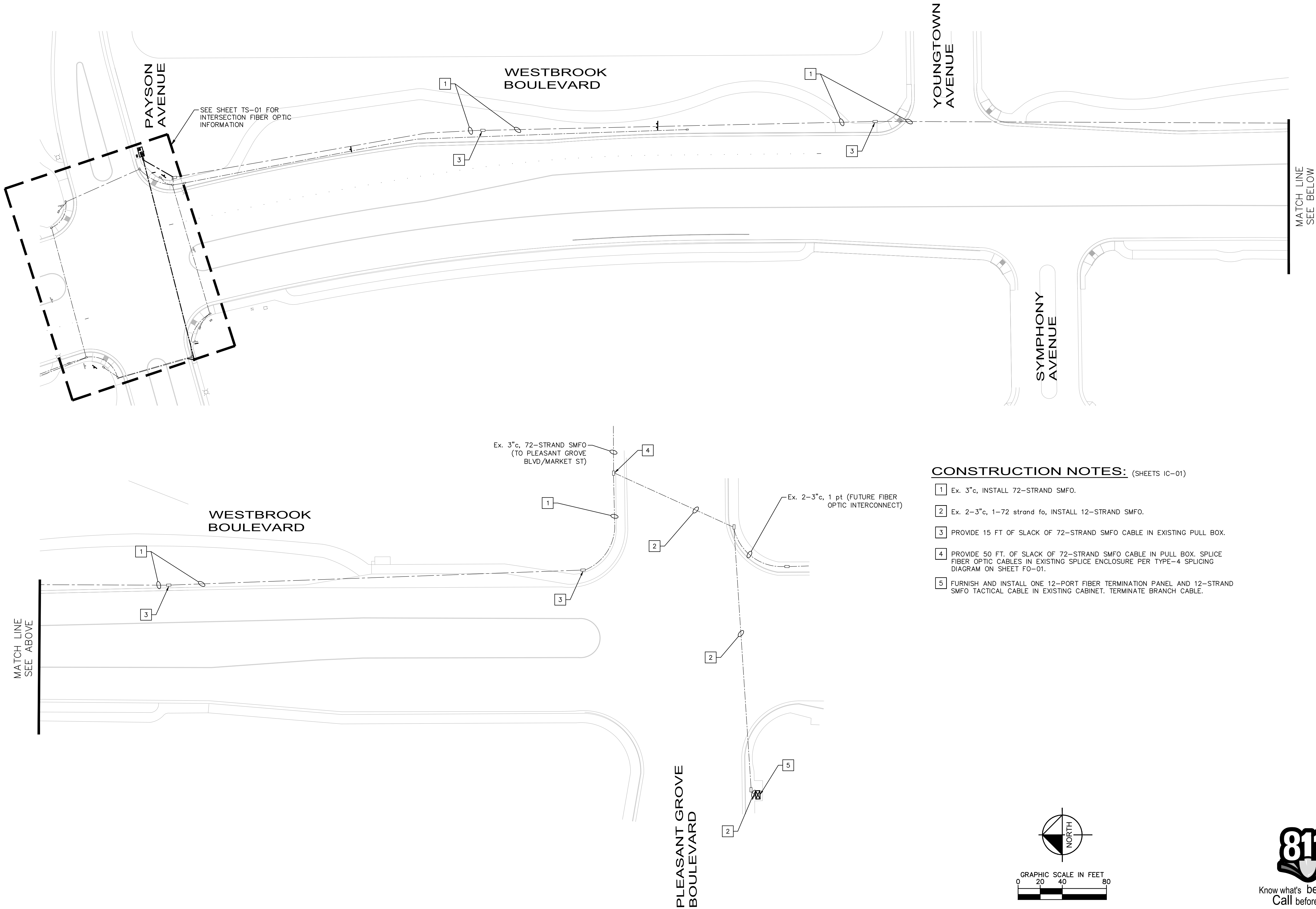
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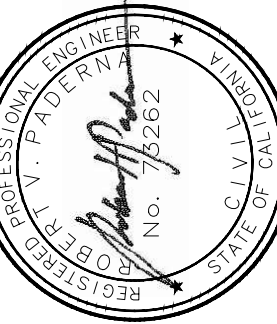
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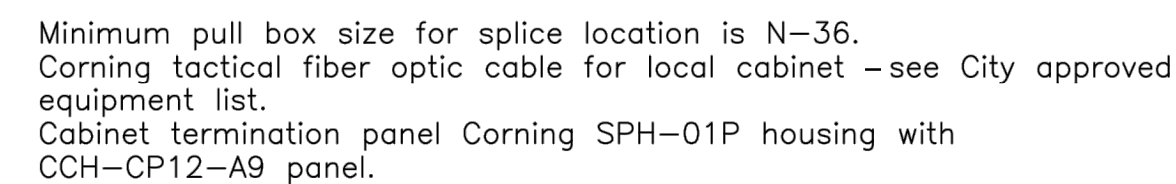
SHEET NUMBER

5 OF 16

K:\SAC_TPTO\ROSEVILLE WESTBROOK @ PAYSON SIGNAL DESIGN - 097XXXXXX\08 CADD\PLANSHEETS\6 IC-01.DWG
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KHA PROJECT 097918028		DATE JUNE 2020		SCALE AS SHOWN		DESIGNED BY RVP		DRAWN BY CJY		CHECKED BY RVP	
WESTBROOK BLVD AND PAYSON AVE/OVTAVE AVE INTERSECTION IMPROVEMENT PROJECT											
IC-01 SIGNAL INTERCONNECT PLAN CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA											
SHEET NUMBER 6 OF 16											
 555 CAPITOL MALL, SUITE 500, SACRAMENTO, CA 95814 PHONE: 916.865.8200 WWW.KIMLEY-HORN.COM											
											
REVISIONS											
DATE											
BY											



RHON HERNDON
PUBLIC WORKS DIRECTOR

CITY OF
ROSEVILLE
CALIFORNIA

TYPE 1 FIBER SPLICE

SCALE: NONE
REVISED: MAR. 24, 2015
DRAWN BY: T. ZAMORA
APPROVED BY: RHON HERNDON

TS-26



CITY OF
ROSEVILLE
CALIFORNIA

DEPARTMENT OF
PUBLIC WORKS

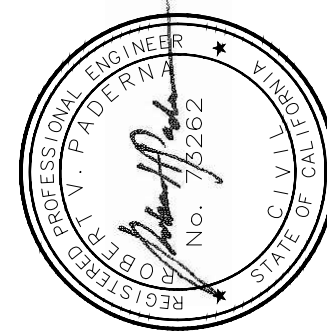
TYPE 4 FIBER SPLICE

SCALE: NONE
REVISED: MAR. 24, 2015
DRAWN BY: T. ZAMORA
APPROVED BY: RHON HERNDON

TS-29

Materials required for Type 4 splice:
Coyote Runt splice enclosure and splice trays (P.N. 8006671) or
Coyote Dome splice enclosure (9.5" x 19") and splice trays (P.N. COYD-919B-000).
(City to determine enclosure to use).

Minimum pull box size for splice location is N-48 with extension.
 Corning tactical fiber optic cable for local cabinet – see City approved equipment list.
 Cabinet termination panel(s):
 Corning SPH-01P housing (2 ea.) with CCH-CP12-A9 panels or
 Corning SPH-01P housing with CCH-CP24-A9 panel.
 (City to determine which panel(s) to use.)



Kimley»»Horn
555 CAPITOL MALL, SUITE 300, SACRAMENTO, CA 95814
PHONE: 916-658-5800
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WESTBROOK BLVD AND PAYSON AVE/OVTAVE AVE
INTERSECTION IMPROVEMENT PROJECT

FO-01

FIBER OPTIC SPLICE DIAGRAMS

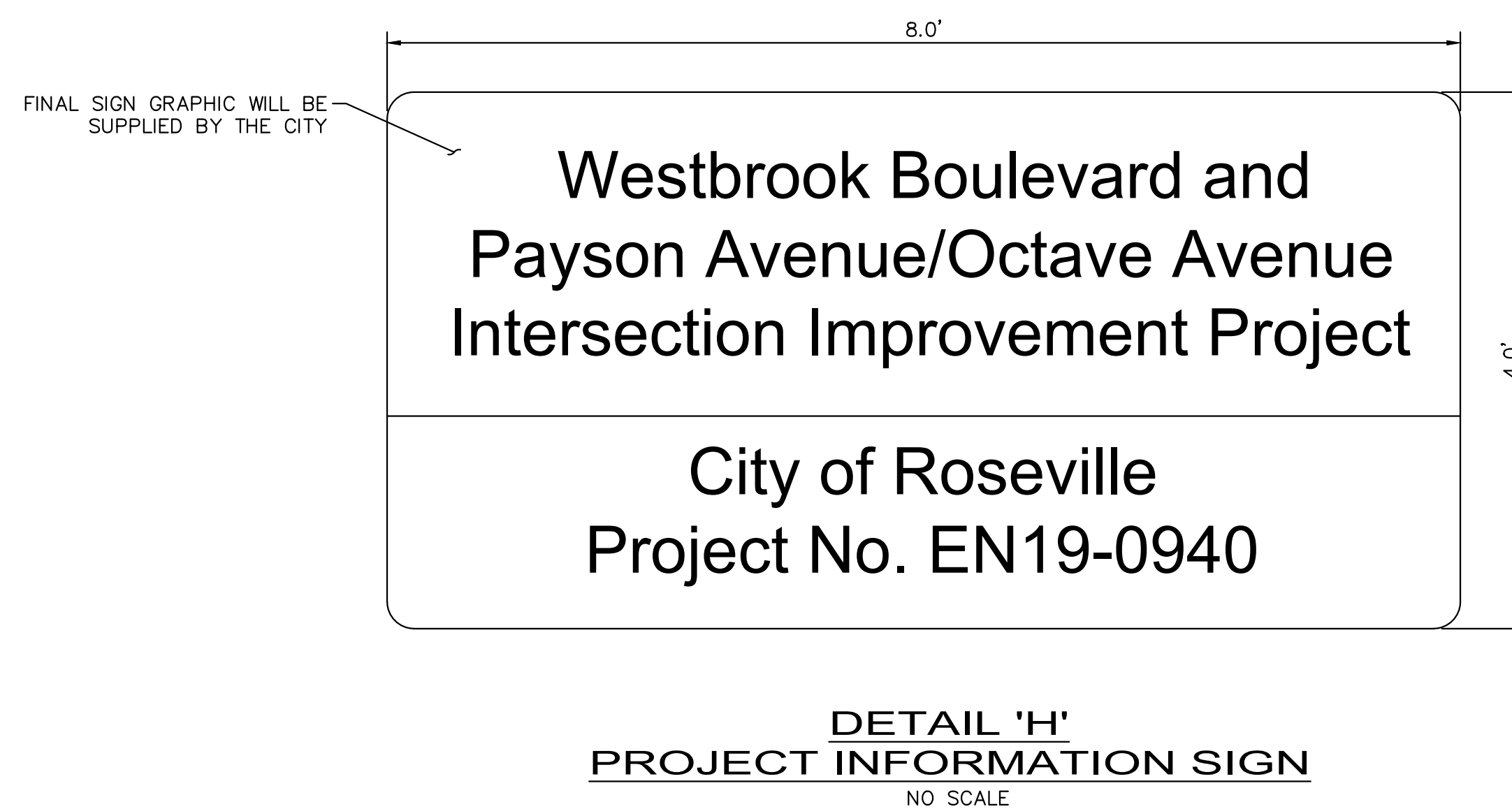
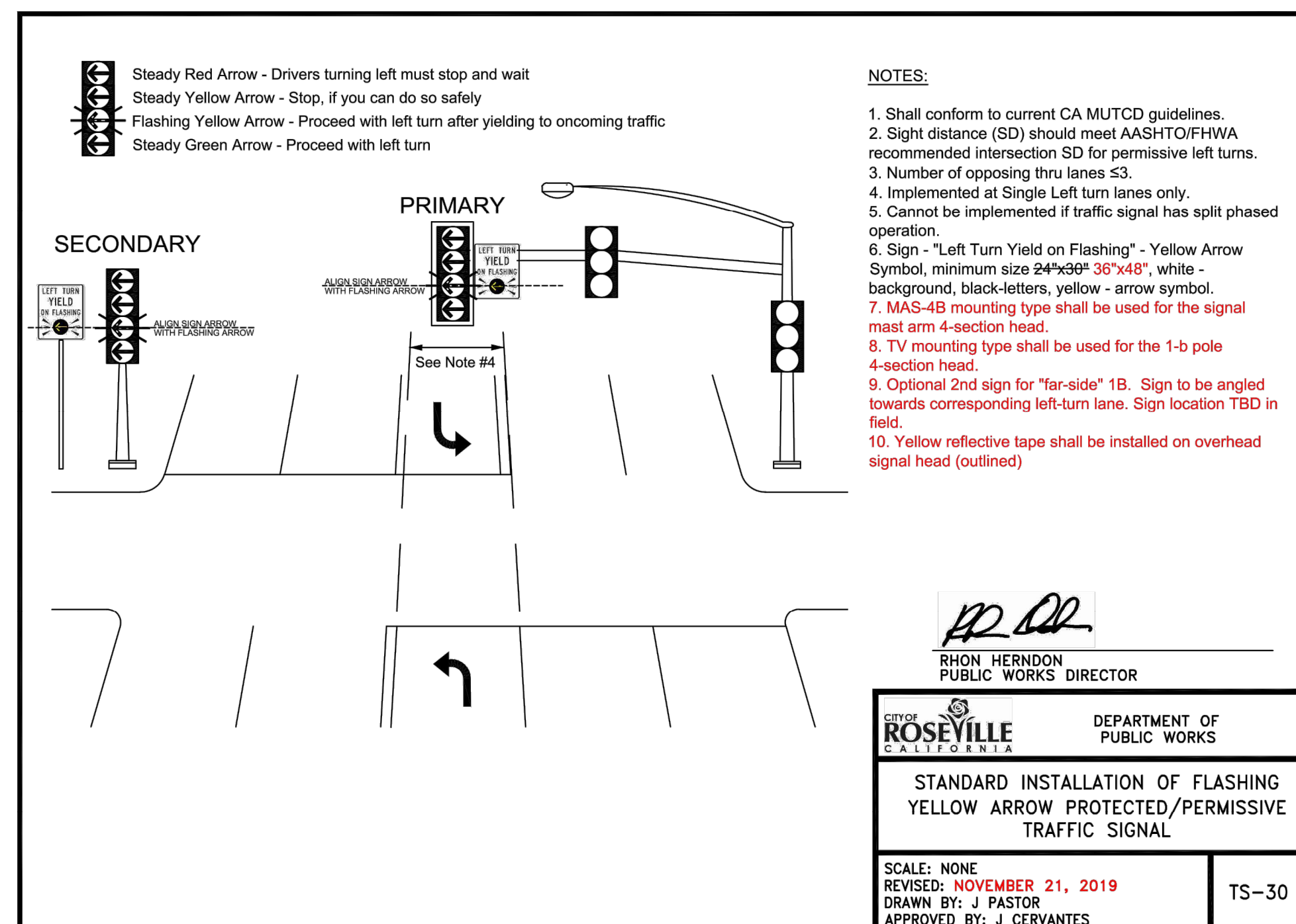
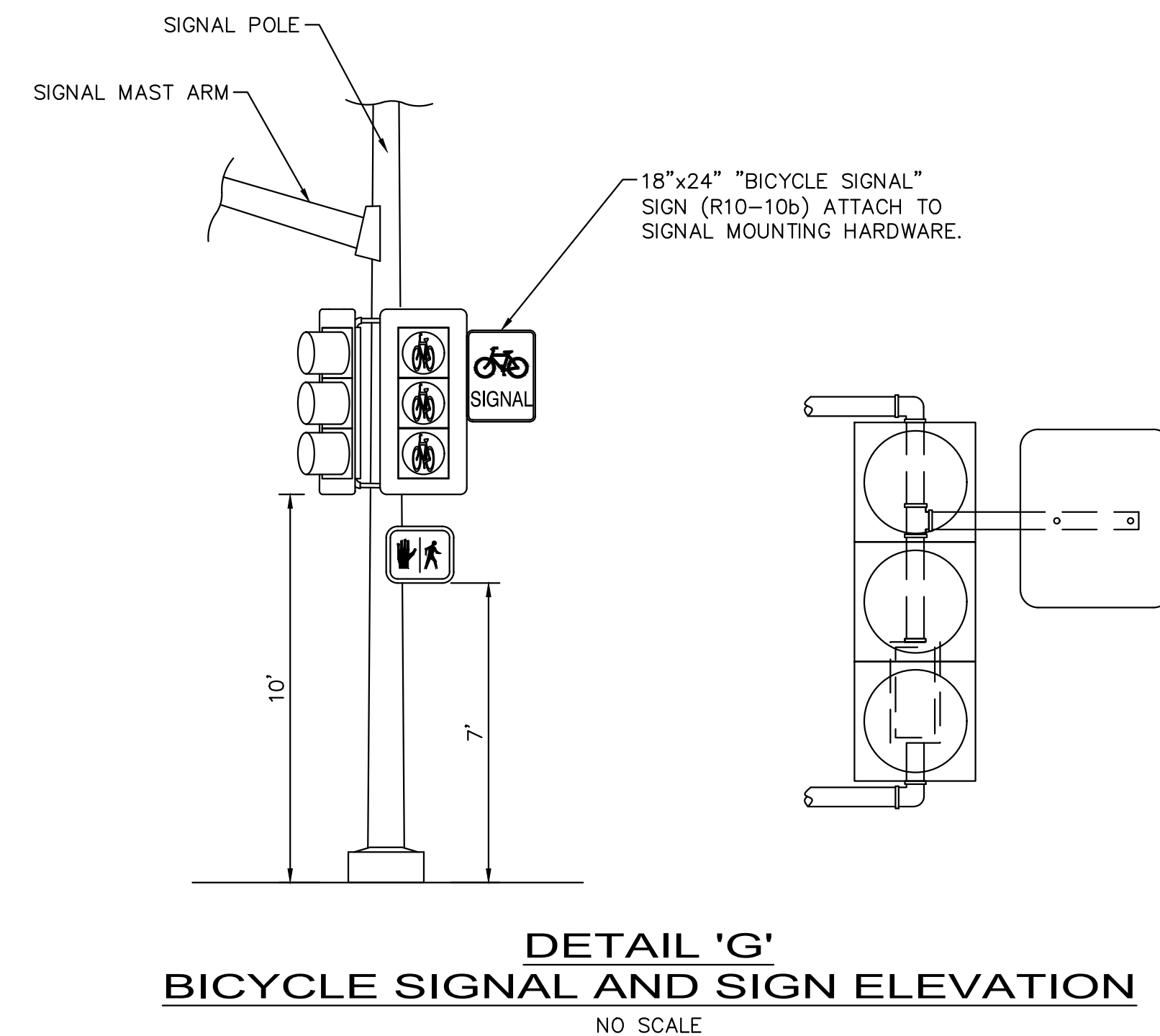
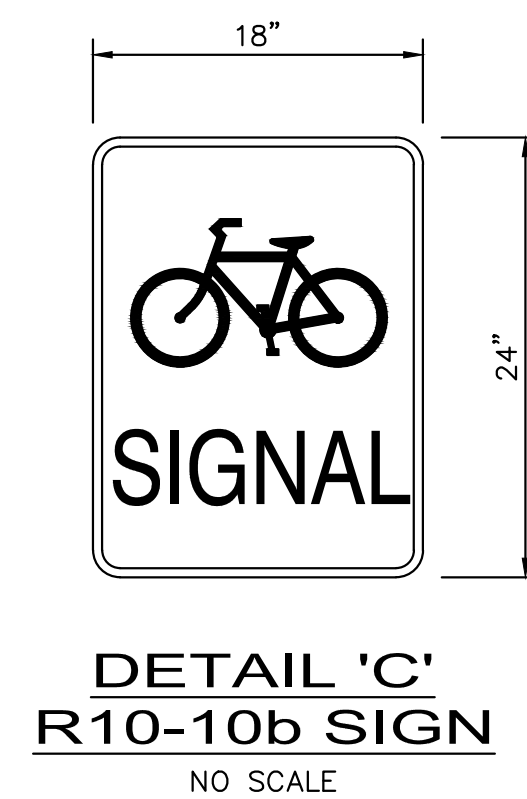
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

SHEET NUMBER
7 OF 16

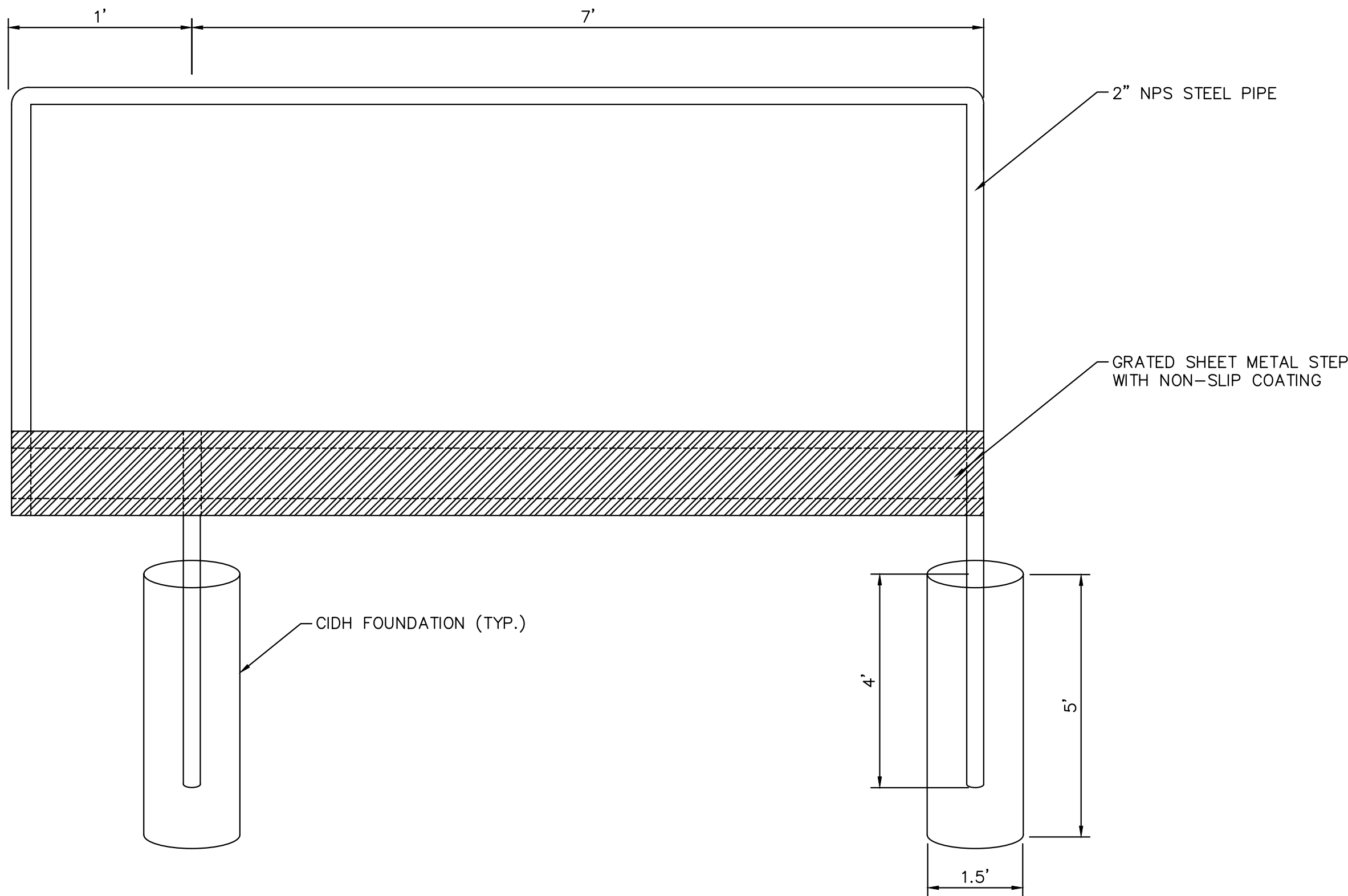
No.	REVISIONS	DATE	BY
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Call before you dig



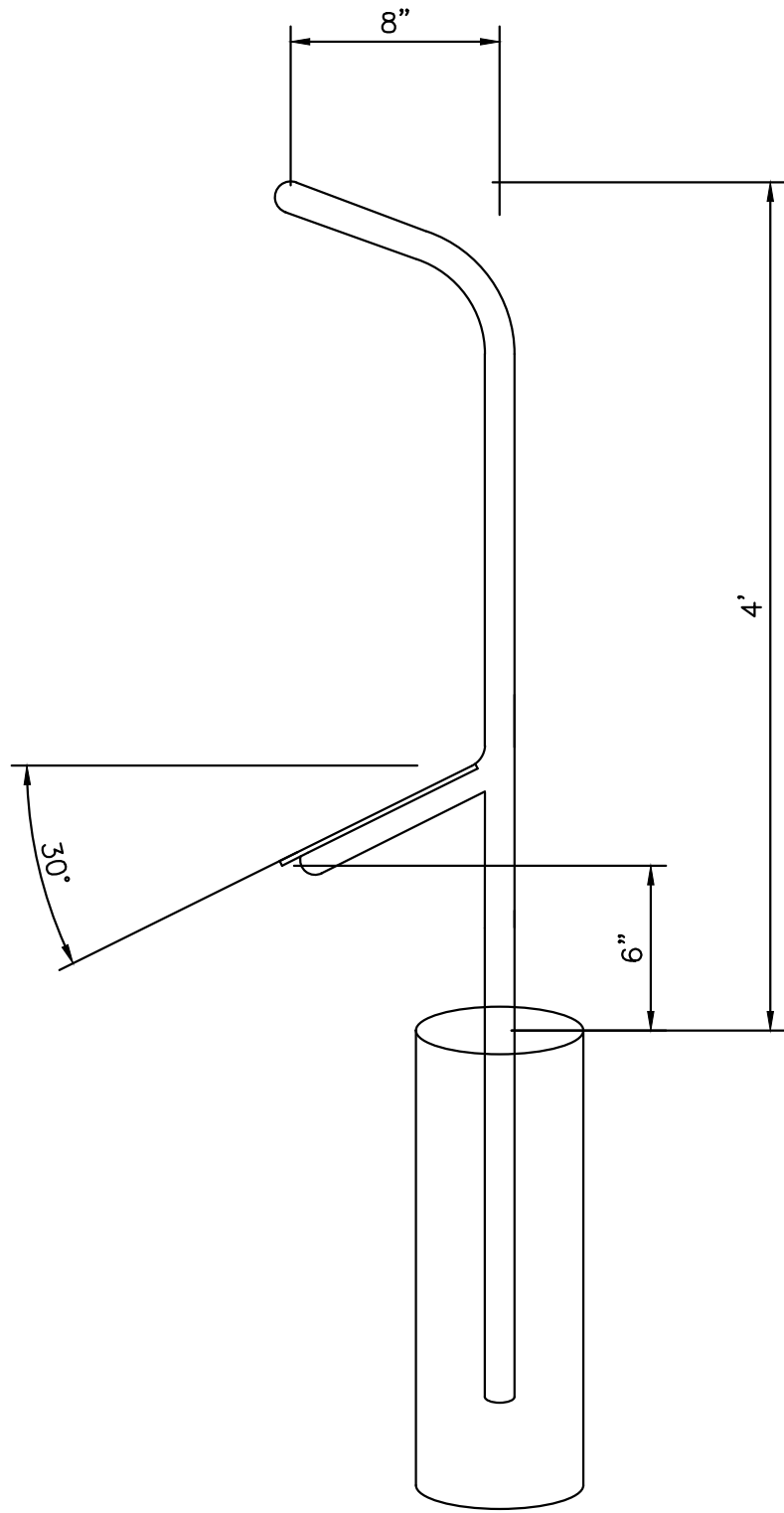
K:\SAC_TPT0\ROSEVILLE WESTBROOK @ PAYSON SIGNAL DESIGN -- 097XXXXXX\08 CAD\PLANSHEETS\9 DT-02.DWG
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



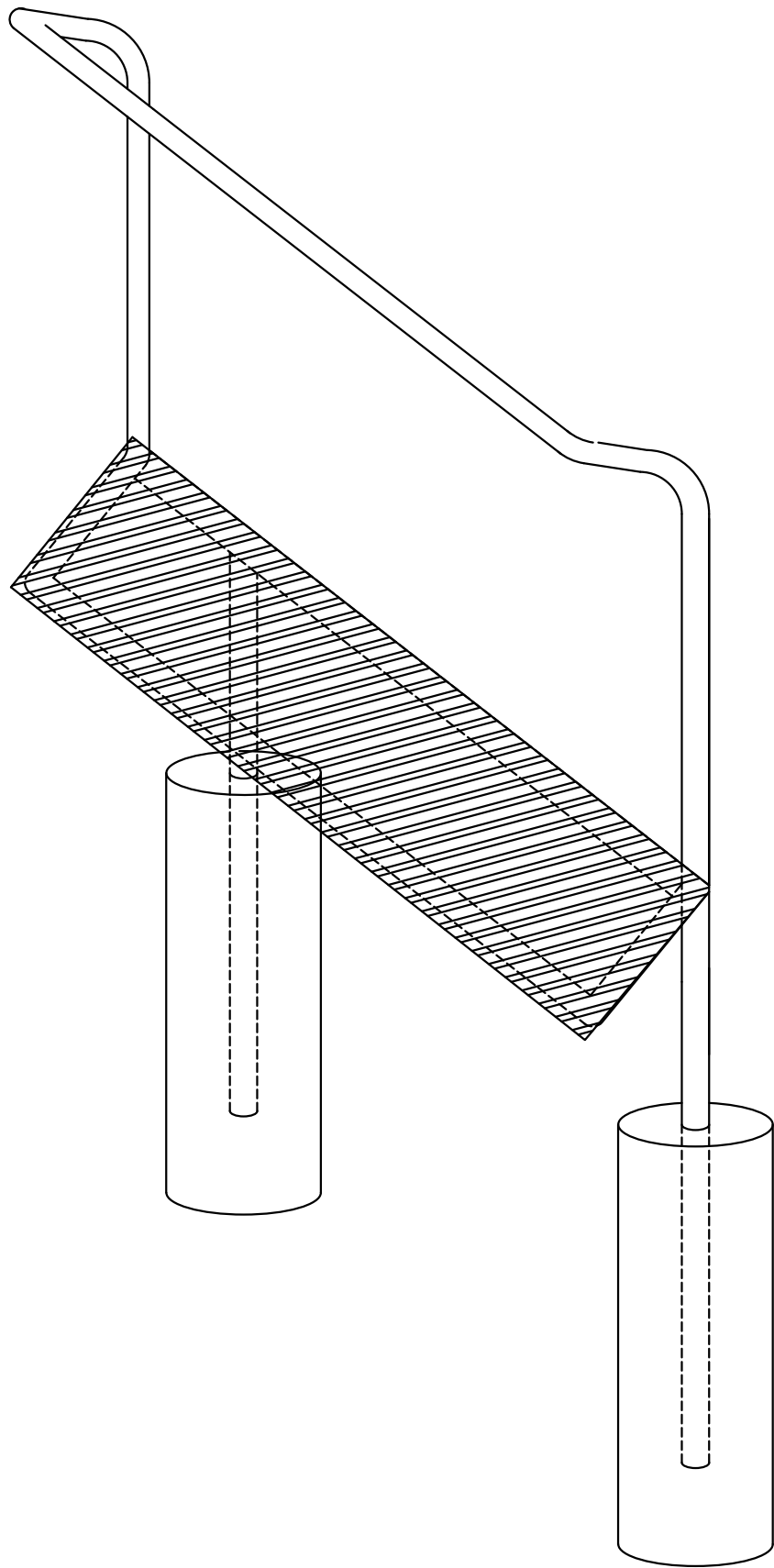
SIDE VIEW
NOT TO SCALE

- NOTES:
1. FRAME SHALL BE 2" NPS, GALVANIZED FINISH WITH WELDED JOINTS, OR APPROVED EQUIVALENT

DETAIL 'H'
BICYCLE LEANING RAIL
NO SCALE



REAR VIEW
NOT TO SCALE



ISOMETRIC VIEW
NOT TO SCALE

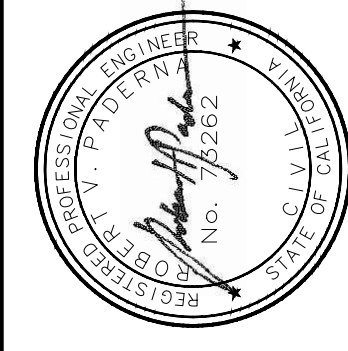


Know what's below.
Call before you dig.

WESTBROOK BLVD AND PAYSON AVE/OVTAVE AVE
INTERSECTION IMPROVEMENT PROJECT

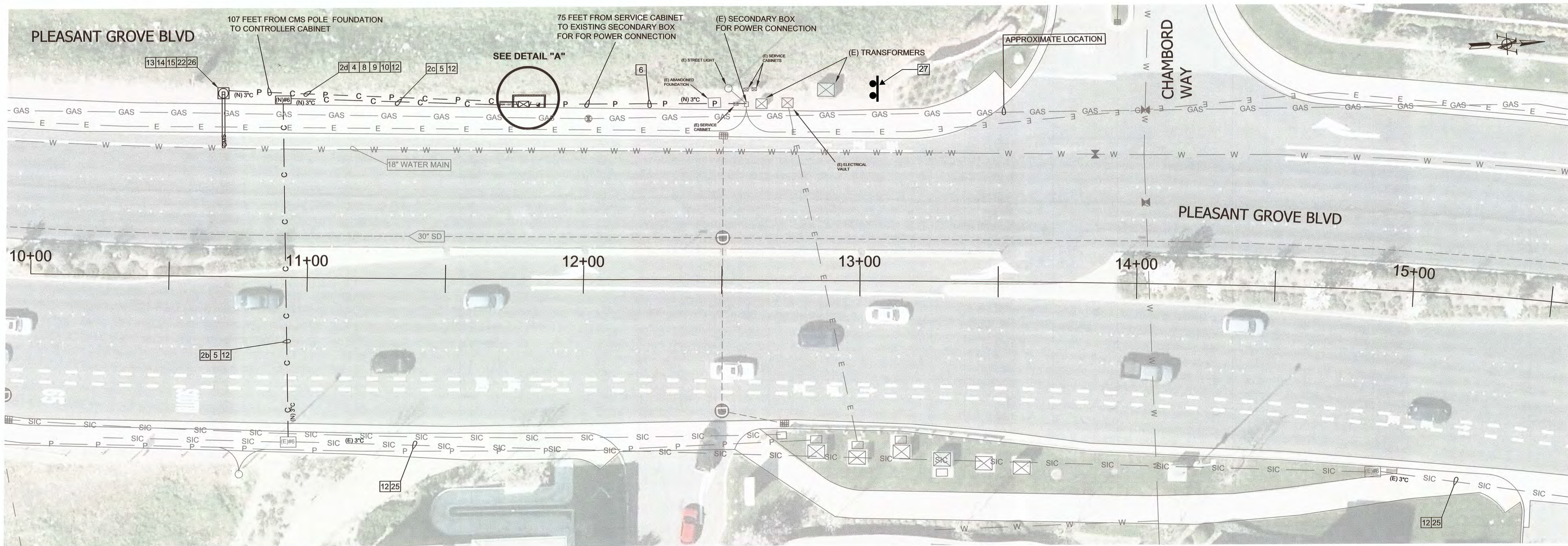
DT-02
DETAILS

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA



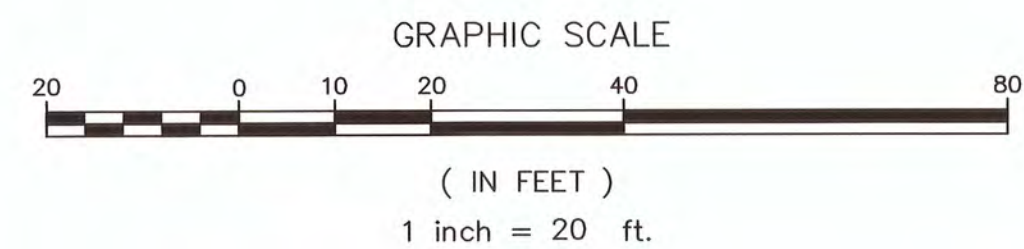
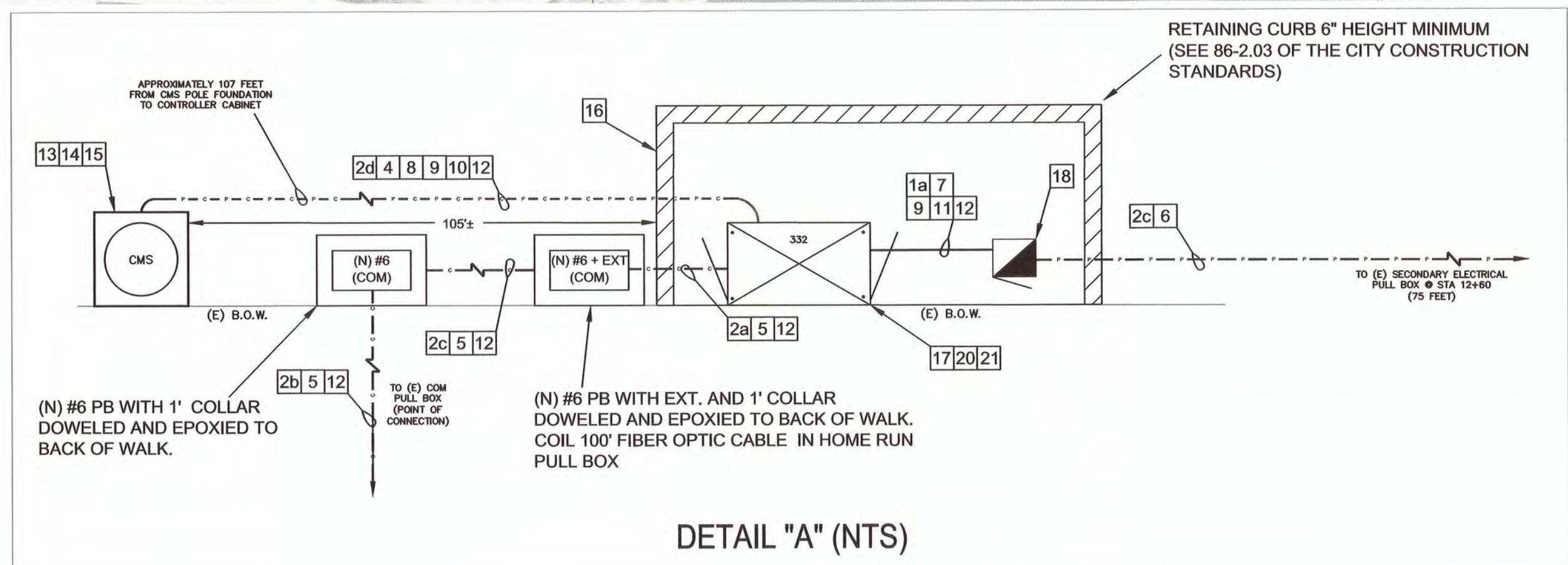
Kimley»Horn
555 CAPITOL MALL, SUITE 300, SACRAMENTO, CA 95814
PHONE: 916-458-5600
WWW.KIMLEY-HORN.COM

No.	REVISIONS	DATE	BY



- [1a] FURNISH AND INSTALL 2" CONDUIT IN CONTROLLER PAD. INCLUDES ALL CONDUIT / SWEEPS, BACKFILL, TIE-IN TO PULL BOXES / CABINETS, CONCRETE R&R (WHERE APPLICABLE).
- [2a] FURNISH AND INSTALL 3" CONDUIT IN CONTROLLER PAD. INCLUDES ALL CONDUIT / SWEEPS, BACKFILL, TIE-IN TO PULL BOXES / CABINETS, CONCRETE R&R (WHERE APPLICABLE).
- [2b] BORE, FURNISH AND INSTALL 3" CONDUIT IN ROADWAY. MIN. 18" COVER. INCLUDES ALL CONDUIT/SWEEPS, TIE-IN TO PULL BOXES / CABINETS / SERVICE PEDISTALS / POLE FOUNDATIONS, CONCRETE R&R, PAVING / STRIPING (WHERE APPLICABLE).
- [2c] TRENCH, FURNISH AND INSTALL 3" CONDUIT IN SOIL. MIN. 36" COVER. INCLUDES ALL TRENCHING, CONDUIT/SWEEPS, BACKFILL, TIE-IN TO PULL BOXES & CABINETS, CONCRETE R&R (WHERE APPLICABLE).
- [2d] TRENCH, FURNISH AND INSTALL ONE (1) 3" CONDUIT IN SINGLE TRENCH IN SOIL. MIN. 36" COVER. INCLUDES ALL TRENCHING, CONDUIT/SWEEPS, BACKFILL, TIE-IN TO PULL BOXES & CABINETS, CONCRETE R&R (WHERE APPLICABLE).
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- [5] FURNISH AND INSTALL 24 STRAND SMFO CABLE* IN CONDUIT. PROVIDE SLACK IN PULL BOXES AND CABINETS PER COR CONSTRUCTION STANDARDS SECTION 86-2.08E.
- [6] CITY WILL FURNISH AND INSTALL THREE (3) 1/0 AWG (COPPER) IN CONDUIT AND WILL MAKE THE CONNECTION AT THE POWER SOURCE.
- [7] FURNISH AND INSTALL THREE (3) #8AWG (COPPER) IN CONDUIT (BLACK, WHITE, GREEN).
- [8] FURNISH AND INSTALL FOUR (4) #8 AWG (COPPER) IN CONDUIT (BLACK, WHITE, GREEN, RED).
- [9] FURNISH AND INSTALL ONE (1) #8 STRANDED COPPER GREEN INSULATION GROUND IN CONDUIT. CMS. THE #8 STRANDED COPPER GROUND SHALL BE ONE CONTINUOUS RUN FROM THE 332 CABINET GROUNDING BUS TO THE CMS POLE BASE AND UP TO THE CMS SIGN CHASSIS BONDING LUG.
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-ONE (1) IMSA 14-3/20-1-STR 600V POWER CABLE COLOR CODE 3/C (BELDEN PART #601195 OR APPROVED EQUAL).
-THREE (3) MOHAWK LAN-TRACK OSP CAT6 CABLES, PART #M57622 OR APPROVED EQUAL.
- [11] FURNISH AND INSTALL ONE (1) 12 GAUGE S.O. CORD IN CONDUIT.
- [12] FURNISH AND INSTALL DLC TRACER OR CITY APPROVED EQUIVALENT IN CONDUIT.

- [13] CONSTRUCT 4'0" X 18" DEEP CIDH FOUNDATION PER BROOKFIELD FABRICATION CORP. SPECIFICATIONS AND 4"x4"x3" CMS POLE PAD CENTERED ROUND CIDH. (LOCATION SHOWN IS APPROXIMATE. EXACT LOCATION WILL BE DETERMINED IN THE FIELD).
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- [15] INSTALL (CITY SUPPLIED) CMS SIGN. FURNISH AND INSTALL CONDUIT BETWEEN MAST ARM AND SIGN, TERMINATE CABLES.
- [16] CONSTRUCT 332 CONTROLLER/TYPE III AF SERVICE PAD PER COR CONSTRUCTION DETAIL TS-4 AND COR CONSTRUCTION STANDARDS SECTION 71-4(C) AND 86-2.03. INCLUDES: PULL BOXES, FOUNDATIONS, CONDUIT, CABLES, AND CONDUCTORS WITHIN PAD AND CONNECTING TO ADJACENT PULL BOXES; R&R OF SIDEWALK, CURB & GUTTER AS NEEDED; MODIFY LANDSCAPING AND IRRIGATION AS NECESSARY.
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- [19] LEFT BLANK.
- [20] CONTRACTOR TO INSTALL CITY SUPPLIED INVERTER AND BATTERY PACK FOR BATTERY BACKUP SYSTEM.
- [21] FURNISH AND INSTALL CONNECTOR HOUSING SPH-01P IN CABINET. TERMINATE CABLES AS SHOWN ON FIBER PLAN.
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- [25] INSTALL NEW 72-STRAND SMFO CABLE TO ROSEVILLE PARKWAY. TERMINATE NEW 72-STRAND SMFO INTO EXISTING SPLICE ENCLOSURE AT ROSEVILLE PARKWAY.
- [26] CHANGEABLE MESSAGE SIGN POLE LOCATION IS APPROXIMATE. ACTUAL LOCATION SHALL BE DETERMINED BY THE CONTRACTOR AND APPROVED BY THE CITY IN THE FIELD PRIOR TO EXCAVATION.
- [27] FURNISH AND INSTYALL 4'X8' PROJECT INFORMATION SIGN ON 2-4X4 WOODEN POSTS PER DETAIL 'H' ON SHEET DT-1. CITY TO PROVIDE SIGN GRAPHIC DETAILS.



NO.	REVISIONS	BY	DATE

BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: NG/TP
DRAWN BY: NG/TP
CHECKED BY:
SCALE: AS SHOWN
DATE: JUNE 2018
PROJECT NO: 152501

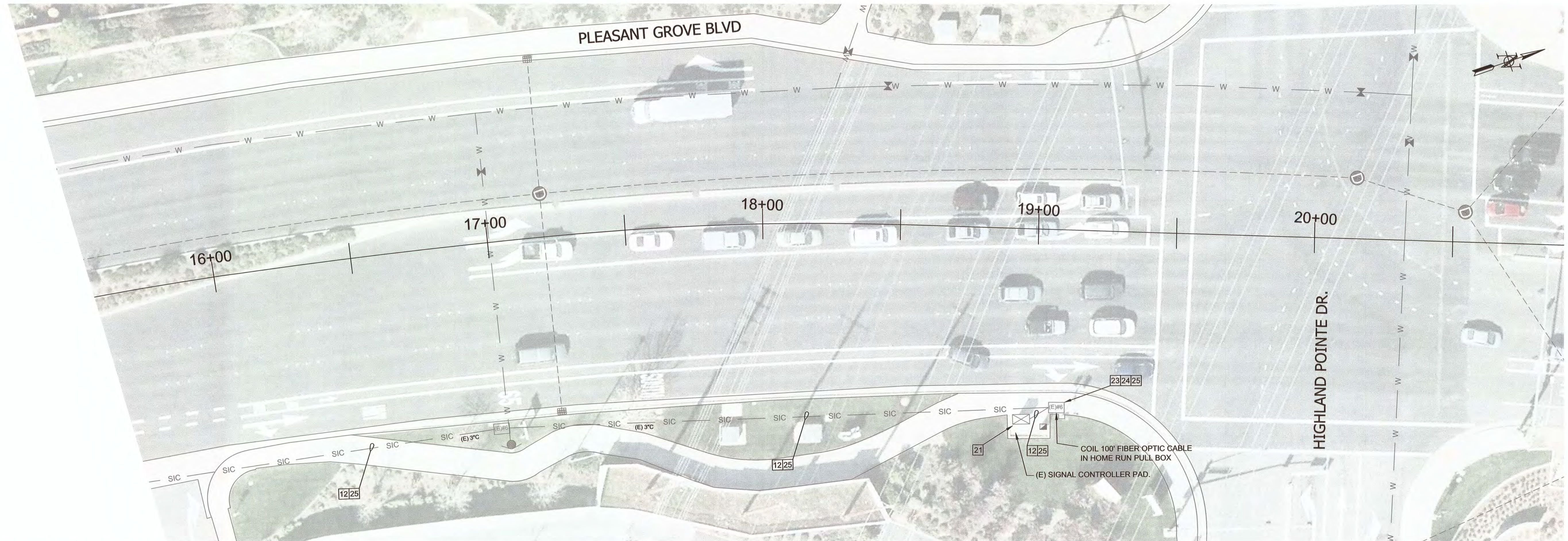
PRINCIPAL ENGINEER
9-7-18
PLANS APPROVAL DATE



CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300

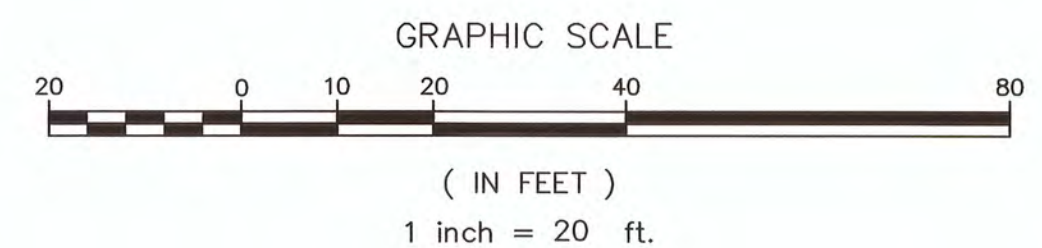


PLEASANT GROVE BOULEVARD
CHANGEABLE MESSAGE SIGN PROJECT
PLEASANT GROVE BLVD.
CITY OF ROSEVILLE CALIFORNIA



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NO.	REVISIONS	BY	DATE

BENCH MARK	
ELEVATION _____	DATUM _____
DESCRIPTION _____	

DESIGN BY: NG/TP
DRAWN BY: NG/TP
CHECKED BY: _____
SCALE: AS SHOWN
DATE: JUNE 2018
PROJECT NO: 152501

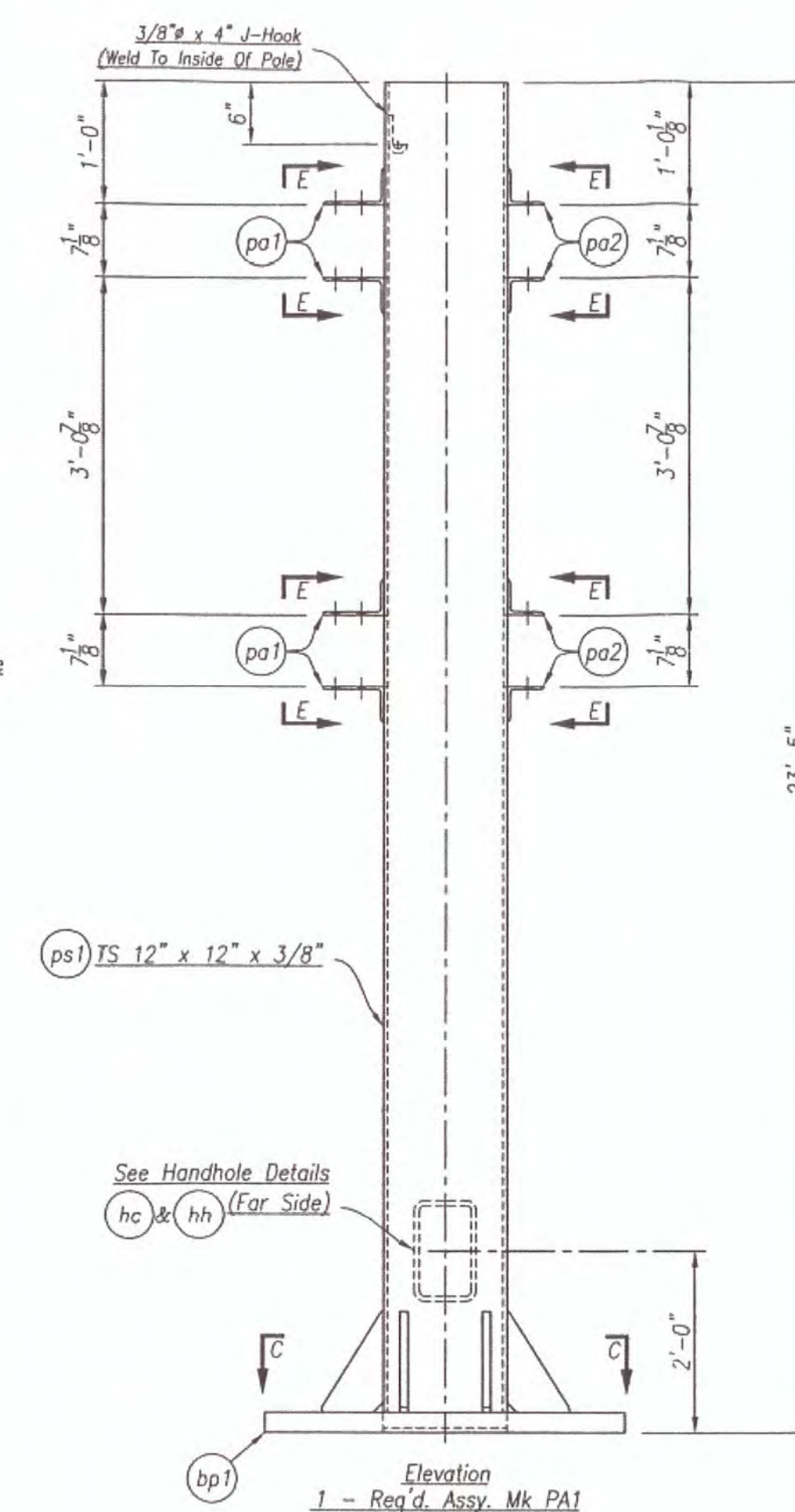
PRINCIPAL ENGINEER
PLANS APPROVAL DATE



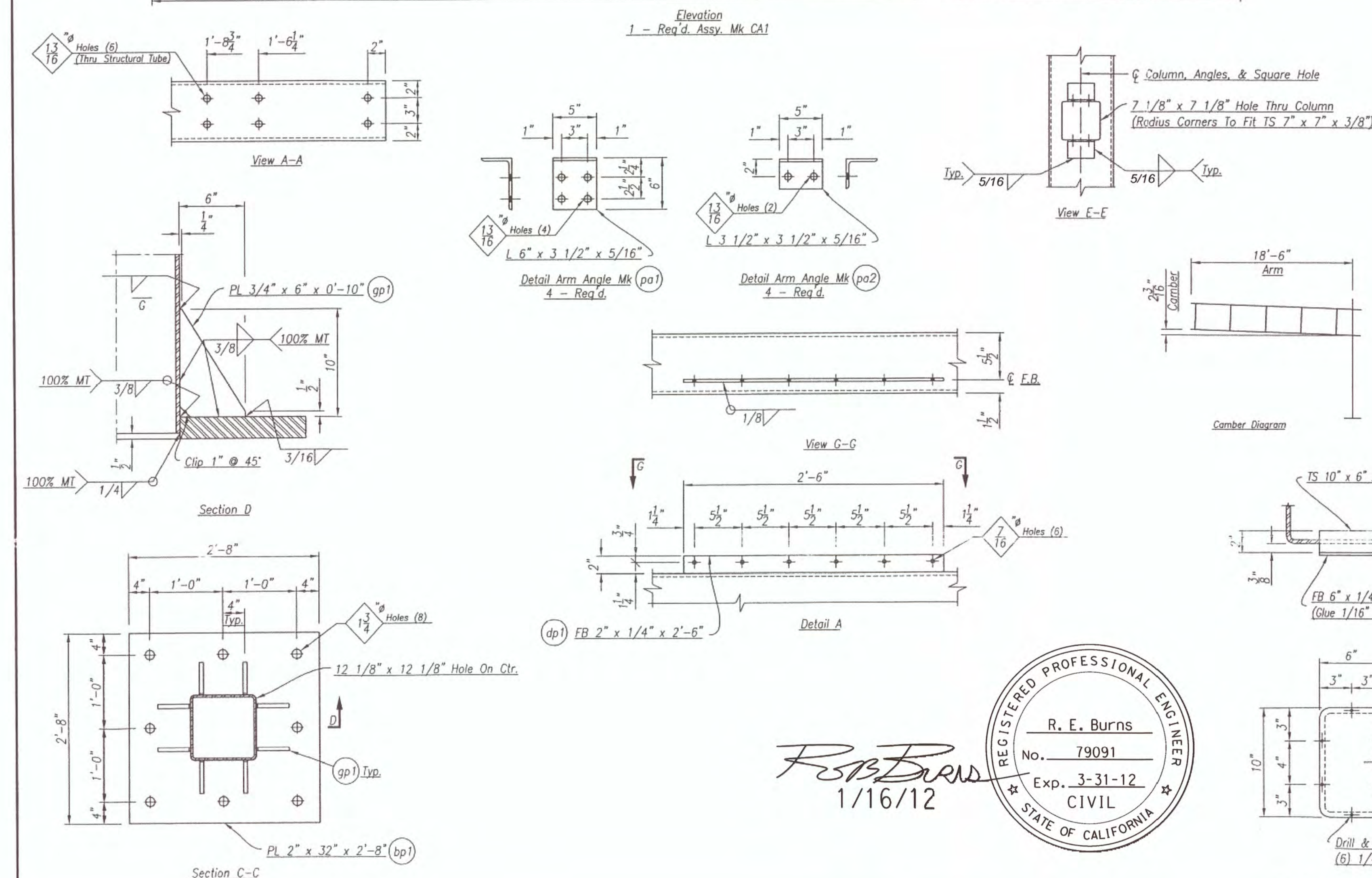
CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



PLEASANT GROVE BOULEVARD
CHANGEABLE MESSAGE SIGN PROJECT
PLEASANT GROVE BLVD.
CITY OF ROSEVILLE CALIFORNIA



BILL OF MATERIAL				
Qty.	Mk	Description	Length	Remarks
1	ps1	IS 12" x 12" x 3/8"	23'-4 1/2"	
1	tba	IS 7" x 7" x 3/8"	19'-3 9/16"	
1	tab	do	19'-4"	
5	d1	IS 4 1/2" x 4 1/2" x 3/8"	3'-1"	
4	pa1	L 6" x 3 1/2" x 5/16"	0'-5"	
4	pa2	L 3 1/2" x 3 1/2" x 5/16"	0'-5"	
1	bp1	Ø 2" x 32"	2'-8"	
8	gp1	Ø 3/4" x 6"	0'-10"	
2	dp1	FB 2" x 1/4"	2'-6"	
2	ec3	FB 6 1/2" x 5/16"	0'-6 1/2"	
4	et1	FB 1" x 3/16"	0'-1"	
1	sc1	1 1/2"Ø Pipe Nipple		
1		3/8"Ø x 4" J-Hook		
6	Handhole Bolt	1/4"Ø x 3/4" S.S. Hex Bolt & Nut		
1	hh	IS 10" x 6" x 1/2"	0'-2"	
1	hc	FB 6" x 1/4"	0'-10"	Cut To Fit
1		1/16" Thk. Chloroprene Gasket		Same Layout As Pc Mk "hc"
24	FB1	3/4"Ø x 2 1/4" H.S. Hex Bolt & Nut W/2 ~ Flat Washers (A325 Galv.)		
12	FB2	3/8"Ø x 1" Hex Bolt & Nut W/2 ~ Flat Washers (A307 Galv.)		



Technical drawing of a rectangular plate. The plate has a width of 1" and a height of 3/16". There are two small square features, likely holes, spaced 0'-1" apart. A detail callout (et1) points to one of these features, showing a cross-section of a hole. The hole is drilled and tapped with a 3/8" diameter and 3/4" depth. The hole is secured with a set screw. The plate is made of S.S. (Stainless Steel) and has a flat head (Hd. Set Screw).

et1

FR 1" x 3/16" x 0'-1"

(Drill & Tap 3/8" ϕ x 3/4"

S.S. Rd. Hd. Set Screw)

3/16" Typ.

View F-F
(Removable Chord End Cap Tabs)
(For Cap Details See Sheet No. 4 Of 4)

PAINT NOTE:
The Sign Structure Shall Not Be Galvanized. Steel Shall Be Painted With An Epoxy System Per The Standard Specifications. The Color For The Finish Coating Shall Match Tiger Drylac (RAL 6004 Green).
All Contact Points During Loading & Shipping Shall Be Wrapped In Plastic.

MATERIAL SPECIFICATIONS:
Structural Steel Tube Shall Be A.S.T.M. A500 Gr. B
Steel Plate & Flat Bar Shall Be A.S.T.M. A36
H.S. Bolts, Nuts, & Washers Shall Be A.S.T.M. A325
Bolts, Nuts, & Washers Shall Be A.S.T.M. A307
Galvanize Hardware Per A.S.T.M. A153

S.S. Screws: A.S.T.M. A320 (AISI 300 Series) Passivated

[illegible]

 **Brookfield Fabricating Corp**
P.O. Box 406— Brookfield, Missouri 64628— (660)258-2214

Customer							
Rose Supply Company							
Project							
Contract No. 20004-6130/092506-45							
City Of Roseville, California							
Description							
Fabrication Details Of Cantilever Sign Structures							
Printed For		Drawn By		Checked By		Date	
California		JF		CR AM		09/25/09	
SH# 3 of 4							
Job No.		Rev.					
CA-11628							

NO.	REVISIONS	BY	DATE

BENCH MARK	
ELEVATION _____	DATUM _____
DESCRIPTION _____	

DESIGN BY: NG/TP
DRAWN BY: NG/TP
CHECKED BY:
SCALE: AS SHOWN
DATE: JUNE 2018
PROJECT NO: 15250

PRINCIPAL ENGINEER
9-7-18
PLANS APPROVAL DATE

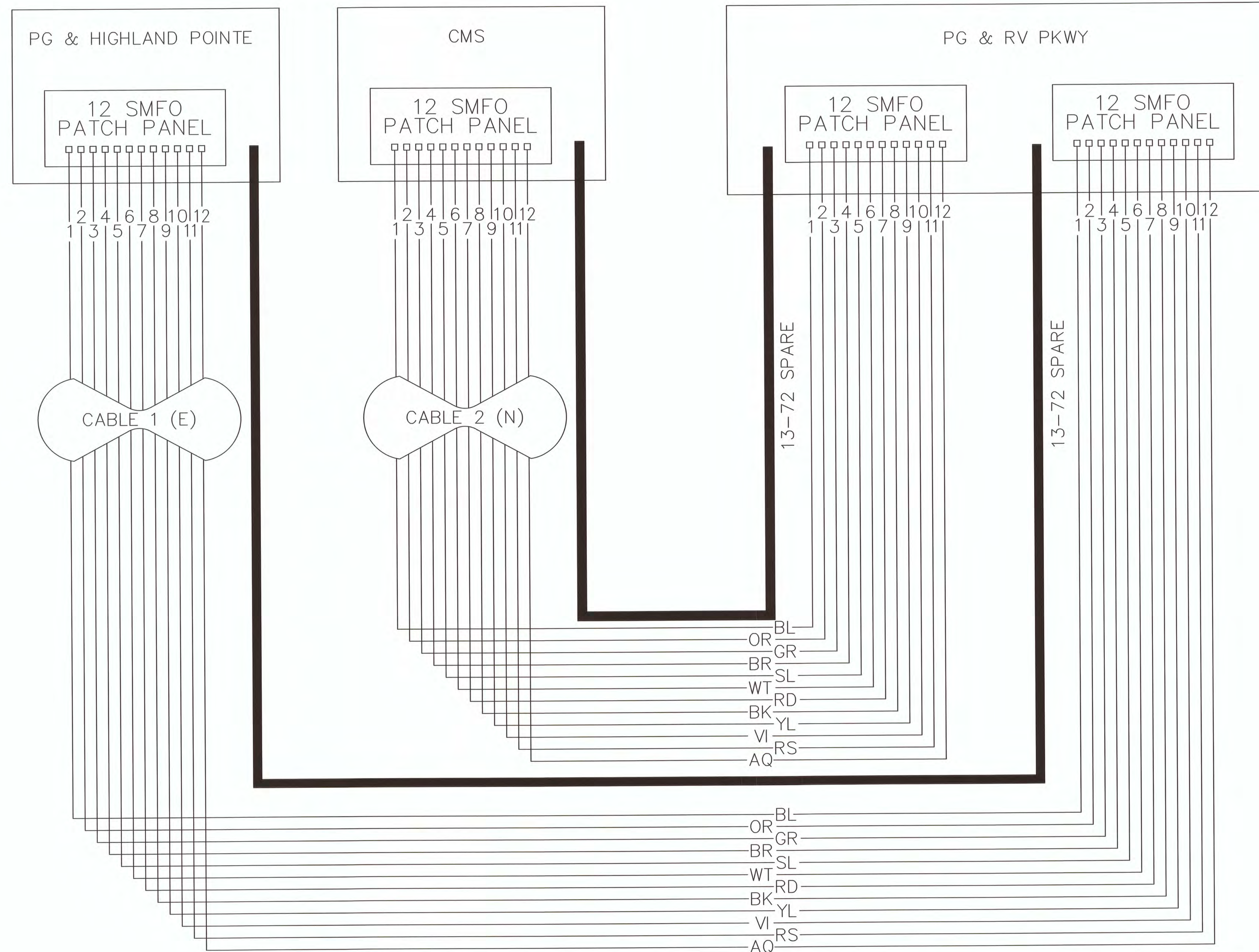
CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



PLEASANT GROVE BOULEVARD
CHANGEABLE MESSAGE SIGN PROJECT
CMS - FABRICATION
CITY OF ROSEVILLE CALIFORNIA

14
— OF —
16

LEGEND:
1-12 IN USE
13-72 SPARE



LAYOUT1

NO.	REVISION	BY	DATE

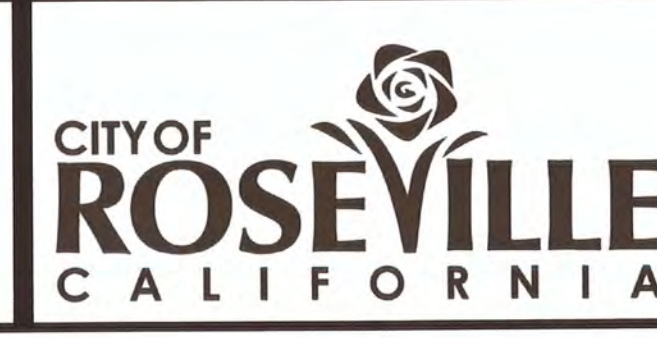
BENCH MARK	
ELEVATION	DATUM
DESCRIPTION	

DESIGN BY: TP	
DRAWN BY: RY	
CHECKED BY: TP	
SCALE: N/A	
DATE: JUNE 2018	
PROJECT NO: 152501	

PRINCIPAL ENGINEER
9-7-18
PLANS APPROVAL DATE

PROFESSIONAL ENGINEER
J. SHYKOWSKI
No. 58634
Exp. 06-30-20
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



PLEASANT GROVE BLVD CMS
INSTALLATION FIBER PLAN

CITY OF ROSEVILLE
CALIFORNIA

16
16

B:\PWENG\ROMAN\1. CURRENT PROJECTS\PLEASANT GROVE BLVD CMS INSTALLATION FIBER PLAN\PLEASANT GROVE BLVD CMS INSTALLATION FIBER PLAN.DWG



COUNCIL COMMUNICATION

CC #: 0887

File #: 0704-01 & 0201-01

Title: Crestmont Park Structure Replacement Project – Contract Purchase Agreement and Budget Adjustment
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 7/15/2020

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve a contract purchase agreement (S3000312) with Landscape Structures, Inc. to remove and replace the play structure at Crestmont Park, and authorize the City Manager to execute it as well as authorize staff to approve change order requests in an amount not to exceed 10% of the contract. Additionally, recommend City Council adopt an ordinance to approve a budget adjustment for \$151,000.

BACKGROUND

The school-aged play structure at Crestmont Park has reached the end of its useful life. The structure is more than twenty years old. Staff recommends approval of service agreement number S3000312 with Landscape Structures, Inc. for \$147,359.99 to remove and replace the play structure. The service agreement piggybacks on the Houston-Galveston Area Council (HGACBuy) Contract No. PR11-18.

Public outreach was sought through a two-week write-in period in early December 2019. Two potential design options were posted on the web page. Notification to residents occurred through the neighborhood association, social media and signs posted at the play area. 44 households provided feedback. Option #1 received 15 votes. Option #2 received 29 votes. Some added comments for option #2 included adding an overhead ladder and shade. Option #2 was reviewed by the playground designer. To keep within budget, an overhead ladder was added in lieu of a rope climber. This change brought the design close to the allocated budget of \$150,000.00. To address the shade, the structure was rotated so that the slides would receive the greatest amount of shade from the surrounding mature trees. The revised option is posted on the web site. No additional comments have been received.

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

This project was approved in FY2019-20 using funds from the Parks, Recreation & Libraries Capital Fund. Delays were incurred during the processing period due to the Shelter in Place order. The recommended budget adjustment will appropriate the \$151,000 project budget in the new fiscal year. Ongoing maintenance costs are anticipated to remain the same and are already included in the Parks, Recreation & Libraries Department budget.

ENVIRONMENTAL REVIEW

The proposed project involves the replacement of existing structures and facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Park Planning & Development Superintendent, Tara Gee

Parks, Recreation & Libraries Director, Jill Geller



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-282

CPA - Landscape Structures

Ordinance No. 6247

Budget Adjustment

RESOLUTION NO. 20-282

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND LANDSCAPE STRUCTURES, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000312) for the Crestmont Park Structure Replacement project, between the City of Roseville and Landscape Structures, Inc., has been reviewed by the City Council;

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

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 _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000312

Supplier Details:

Company Landscape Structures Inc
Contact
Address 601 7th Street South

Delano, MN 55328

Submit your response to:

Company City of Roseville
Contact Babette Owens
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747

Phone (916) 774-5704
Fax (916) 774-5736
E-mail BOWens@roseville.ca.us

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

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

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

Sole proprietorship - **By owner**
Partnership - **Any general partner**
Corporation - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

Insurance requirements:

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



Contract Purchase Agreement 3000312

Agreement	3000312
Agreement Date	05-MAY-2020
Revision	0
Agreement Amount	150,983.24 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Landscape Structures Inc**
601 7th Street South

Delano, MN 55328

Phone: ()
Fax: ()
Email:

Description of Labor, equipment and/or materials VENDOR SHALL DEMOLISH AND REMOVE EXISTING PLAYGROUND EQUIPMENT, AND INSTALL LANDSCAPE STRUCTURES PLAYBOOSTER DESIGN #1139653-01-07 AT CRESTMONT PARK IN ACCORDANCE WITH QUOTE NUMBER 00030491 DATED 2/5/20 UTILIZING HGACBUY CONTRACT PR11-18.

CONTACT STACIE MARCHETTI AT (916) 774 5246 FOR QUESTIONS REGARDING THIS AGREEMENT.

START DATE: EXECUTED AGREEMENT
END DATE: UPON FINAL PAYMENT

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11474	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date		Confirm To		
Babette Owens Phone 1-916-774-5704					

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

Contract Terms and Conditions

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

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General

Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

20. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City. Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.

Construction T&C - AB5

REV 3/26/20 JS

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

General - Required Coverage/Documentation

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

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

Construction:X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

Professional Liability:
\$1 Million/occurrence
No auto required

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

Professional Liability:
\$1 Million/occurrence
No auto required

Pyrotechnics: _____

General Liability:

\$5 Million/occurrence

\$10 Million aggregate

Auto - \$2 Million/occurrence

Chemical/Environmental: _____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

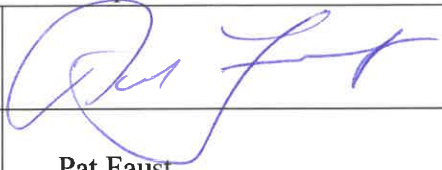
The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

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

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Supplier	
Signature:	
Print Name:	Pat Faust
Title:	President

Supplier	
Signature:	
Print Name:	Fred Caslavka
Title:	CFO

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



Supplier	
Signature:	
Print Name:	
Title:	

Supplier	
Signature:	
Print Name:	
Title:	

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

Owens, Babette

From: Wilson, Shantha <Shantha.Wilson@h-gac.com>
Sent: Monday, May 4, 2020 12:33 PM
To: Owens, Babette
Cc: Elaine Harkess
Subject: FW: Pricing Worksheet - City of Roseville CA - Crestmont Park
Attachments: Contract Pricing Worksheet - City of Roseville Crestmont Park -PRELIM.xlsx; City of Roseville CA Crestmont Park Proposal.pdf; City of Roseville CA Equipment List Design 1139653-01-07.pdf; City of Roseville CA Crestmont Park Vendor Quote.pdf; Contract Pricing Worksheet - City of Roseville Crestmont Park -05.04.20.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Completed

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

We have reviewed the pricing provided through HGACBuy Contract PR11-18. Our review verifies that the pricing provided is in compliance with the contract.

Once a purchase document is executed for this order, please **send a completed compilation of all required documents for HGAC processing.**

Please advise if we can assist further in this matter.

*****This is not an Order
Confirmation*****

Best Regards,

Shantha Wilson

Procurement Services Coordinator

HGACBuy THE SMART PURCHASING SOLUTION

3555 Timmons Ln, Suite 120
Houston, TX- 77027
Ph : 832.681.2667



Helping Governments Across the Country Buy

PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777 • 1-800-926-0234

CONTRACT PRICING VERIFICATION

TO:

Babette Owens

FROM:

Shantra Wilson

END USER:

City of Roseville (CA)

DATE:

05/04/2020

PHONE NUMBER:

916 774 5704

RE:

Price Verification

REFERENCE:

CRESTMONT PARK – QUOTE 1139653-01-07

We have reviewed the pricing provided through HGACBuy Contract PR11-18. Our review verifies that the pricing provided is in compliance with the contract.

Once a purchase document is executed for this order, please **send a completed compilation of all required documents for HGAC processing.**

Please advise if we can assist further in this matter.

*****This is not an Order Confirmation*****



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract
No.:

PR11-18

Date
Prepared:

4/28/2020.

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Roseville	Contractor:	Landscape Structures Inc.
Contact Person:	Babette Owens	Prepared By:	Elaine Harkess
Phone:	916-774-5704	Phone:	763-972-5243
Fax:		Fax:	763-972-3185
Email:	BOWens@roseville.ca.us	Email:	elaineharkess@playlsi.com

Catalog / Price Sheet Name:	Landscape Structures 2020 Playground Equipment Catalog/Price List/Published Options
General Description of Product:	Playground Equipment

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
			0
1	Playground Equipment Design 1139653-01-07 (included Published Option - Custom Product)	87564	87564
1	HGAC Discount	-7005.12	-7005.12
			0
	Published Option		0
1	Demolition	8888.89	8888.89
1	Inspection	740.74	740.74
1	Installation	28810	28810
1	Rental	930.67	930.67
1	Site Work	8888.89	8888.89
			0
	LSI Reference SO# TBD		0
Total From Other Sheets, If Any:			
Subtotal A:			128818.07

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Freight	12772
Bond (4272.91) & Tax (6162.54)	10435.45
Additional Discount	-1042.28
Subtotal C:	22165.17

Delivery Date: TBD

D. Total Purchase Price (A+B+C):

150983.24

Fax: 713.993.4548

Email: Shantra.Wilson@h-gac.com

URL: www.hgacbuy.org & www.h-gac.com

"Teamwork divides the task and multiplies the success"

From: Elaine Harkess <ElaineHarkess@playlsi.com>

Sent: Tuesday, April 28, 2020 11:12 AM

To: Wilson, Shantra <Shantra.Wilson@h-gac.com>

Subject: Pricing Worksheet - City of Roseville CA - Crestmont Park

Importance: High

CAUTION: This message originated outside of H-GAC. Please do not click links or open attachments unless you recognize the source and know the content is safe. Report any suspicious email using the Phish Alert button.

Hi Shantra,

Attached is the pricing worksheet for City of Roseville CA - Crestmont Park– 2020 Pricing for this order.

Can you send Babette Owens with the City of Roseville a Preliminary Confirmation? She is requesting this prior to issuing her purchase order.

Contract PR11-18

Thanks!!

Elaine



Elaine Harkess
Contract Administrator
601 7th Street South, Delano, Minnesota 55328
P 763.972.5243
ElaineHarkess@playlsi.com
playlsi.com

Please consider the environment before printing this email.

Landscape Structures Representative

Eric Jones

ericj@rossrec.com

Ross Recreation Equipment, Inc.

Prepared For:

Contact Name	Tara Gee	Phone	(916) 774-5253
Bill To Name	City of Roseville	Ship To Name	Crestmont Park
Bill To	311 Vernon Street Roseville, California 95678 United States	Ship To	1500 Champion Oaks Dr Roseville, California 95661 United States



ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:

LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.

763-972-3391 800-328-0035
Fax: 763-972-3185

Quote Name	Crestmont Park 5-12 Replacement	Quote Date	2/5/2020
Opportunity Name	Crestmont Park 5-12 Replace	Quote Exp Date	4/14/2020
Quote Number	00030491	Est Lead Time	6-8 weeks

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Bond	Bond - Standard 3% on total project amount including tax and freight.	\$4,272.91	\$4,272.91
1.00	Demolition	Demolition includes removal and haul away of existing play equipment. Please note. Does not include removal of existing engineered wood fiber surfacing, or removal of existing swing which is to remain in place. Project DIR # needed for State Prevailing Wage _____ **Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.	\$8,888.89	\$8,888.89
1.00	HGAC - LSI Discount	HGAC - LSI Discount PR 11-16	(\$2,591.90)	(\$2,591.90)
1.00	HGAC - Ross Discount	HGAC - Ross Discount PR 11-16	(\$4,321.50)	(\$4,321.50)
1.00	Inspection	Inspection by CPSI for the following area/s and service: 1 area at Crestmont Park.	\$740.74	\$740.74
1.00	Installation	Installation of Landscape Structures PlayBooster design #1139653-01-07 by a manufacturer certified installer. *Project DIR # needed for State Prevailing Wage projects. **Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.	\$28,810.00	\$28,810.00
1.00	PlayBooster, 5-12	Landscape Structures PlayBooster, ages 5-12. Design #1139653-01-07.	\$86,430.00	\$86,430.00
1.00	Rentals	Rental of 180 lineal feet of temporary fencing. Not to exceed 6 months. Installation of concrete playground access ramp per City of Roseville Standard	\$930.67	\$930.67

		Specifications, PK-34 - PK35.		
1.00	Site Work	Project DIR # needed for State Prevailing Wage _____	\$8,888.89	\$8,888.89
		**Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.		

Materials Amount	\$79,516.60
Tax Amount	\$6,162.54
Labor Total	\$52,532.10
Freight Amount	\$12,772.00
Total	\$150,983.24

Notes to Customer

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Signature _____

Name _____

Title _____

Date _____

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

PLEASE NOTE: anticipate a 2.6% increase for orders shipping in 2020.

If ordering materials after the expiration date, please add 3-6% annually to materials for anticipated price increase. If this is for a BID, it is the responsibility of the General Contractor bidding to adjust their bid to accommodate anticipated pricing. Please also note that sales tax will be based on the current rate at the time of shipping, not order date. Customer will be expected to cover these taxes.



Quote Sheet
Quote No: 1139653-01-07

Project Title: Crestmont Park

Location: Roseville, CA

PlayBooster® (5-12 years)

QTY	NO	DESCRIPTION	PRICE	EXT PRICE
1	152443A	Grid Walk w/Barriers	3,289	3,289
1	169318F	Wood Plank Wiggle Ladder 72"Deck w/Recycled Wood-Grain Handhold	1,558	1,558
1	148039A	Star Seeker DB Only Attached to Hex Deck	3,471	3,471
1	148434B	Loop Pole Perm Handholds 56"Dk DB	1,157	1,157
4	111231A	Triangular Tenderdeck	751	3,004
3	119646A	Tri-Deck Extension	726	2,178
3	121948A	Kick Plate 8"Rise	112	336
1	152911A	Curved Transfer Module Right 32"Dk DB	2,248	2,248
2	115222A	Slant Window Panel Above Deck	1,218	2,436
1	115254A	Storefront Panel	589	589
1	120314B	Wire Barrier w/Wheel Above Deck	848	848
3	120314A	Wire Barrier Above Deck	645	1,935
1	127440A	Trail Tracker Reach Panel Ground Level	452	452
1	164092A	Bongo Panel Above Deck	939	939
5	169319A	Recycled Wood-Grain Lumber Panel	1,172	5,860
1	165596A	12' PlayOdyssey Tower	27,243	27,243
1	222710B	12' Tower WhooshWinder Slide w/Barrier	7,531	7,531
1	119613A	Wave Horizontal Ladder	1,264	1,264
1	141887B	Access/Landing Assembly Seat Barrier Left 16"Dk	579	579
2	111404F	108"Alum Post DB	284	568
1	111404E	116"Alum Post DB	289	289
2	111404D	124"Alum Post DB	335	670
5	111404C	132"Alum Post DB	350	1,750
1	124863D	SlideWinder2 56"Dk DB 1 Straight 1 Left	2,761	2,761
1	130390A	Double Swoosh Slide 72"Dk DB	2,233	2,233
1	169317B	Firepole w/Recycled Wood-Grain Handholds 72"Dk DB	1,421	1,421

CUSTOM: Published Option - Custom Product

7	CP000150A-(DTR PB Playodyssey 36i Tall Wire Mesh Upper Barrier	1,565	10,955
			-

INDEPENDENT:

1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	-	-
---	---------	---	---	---

Total 87,564



Landscape Structures
601 7th Street South
Delano, MN 55328

Re: City of Roseville – Crestmont Park

Installation:		\$26,190.00
Installation of Landscape Structures PlayBooster, design 1139653-01-07		
*Project DIR # needed for State Prevailing Wage projects.		
Site Work		\$17,005.00
Demolition includes removal and haul away of existing play equipment. Please note. Does not include removal of existing engineered wood fiber surfacing, or removal of existing swing which is to remain in place.	\$8,080.00	
Rental of 180 lineal feet of temporary fencing. Not to exceed 6 months.	\$845.00	
Installation of concrete playground access ramp per City of Roseville Standard Specifications, PK-34 - PK35.	\$8,080.00	
Inspection		\$675.00
Inspection by CPSI for the following area/s and service: 1 area at Crestmont Park.		

ORDINANCE NO. 6247

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Crestmont Park Structure Replacement project, at the request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$151,000.

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 _____, 2020, 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 FISCAL YEAR: FY2020-21
 PREPARER NAME & TITLE: Kathy Cullen, Administrative Analyst II COUNCIL DATE (if applicable): 7/15/20
 DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Park Development ORDINANCE: _____

Expenditures/Expenses/Transfers Out

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3130	6546	58001		151,000	Replacement of the play structure at Crestmont Park.
TOTAL				151,000	

Revenues/Transfers In

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	151,000
----------------	---------

Available Resources

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3130				(151,000)	Use of Parks & Recreation Capital Projects fund balance
TOTAL				(151,000)	

Justification for Budget Adjustment:

The Parks, Recreations & Libraries department is requesting \$151,000 from the Parks & Recreation Capital fund for the replacement of the play structure at Crestmont Park. The replacement was initially budgeted in FY2019-20, however, due to COVID-19 related delays in verifying piggyback pricing and obtaining executed original documentation from the contractor, we were unable to complete the project in fiscal year 2019-20. We are requesting that the budget be carried forward to FY2020-21. There is no impact to the General Fund.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	June 24, 2020 DATE	_____ BUDGET MANAGER / DESIGNEE	_____ DATE
_____ CHIEF FINANCIAL OFFICER / DESIGNEE	_____ DATE	_____ CITY MANAGER / DESIGNEE	_____ DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY _____		DATE _____	



COUNCIL COMMUNICATION

CC #: 0880
File #: 0203-10

Title: Unsheltered Camp Cleanup Services - Contract Purchase Agreement
Contact: Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

Meeting Date: 7/15/2020
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement with Clean Harbors Environmental Services, Inc. to perform unsheltered camp cleanup as directed by City staff, as well as four optional one year renewals without further Council approval, pending Council approval of the budget for each year.

BACKGROUND

Based on recent case precedent, it was deemed illegal for government entities to enforce or fine individuals from camping in public spaces, if adequate temporary housing is unavailable. This precedent created a situation where individuals could camp overnight on public property. Unfortunately, not all individuals simply camp overnight and often remain at locations for a prolonged time, leaving trash and debris behind. In collaboration with the Roseville Police Department (RPD), a protocol was developed to address these situations, which included RPD's Social Services unit visiting sites to provide assistance to homeless individuals to find housing and other needed services. The situation has created additional workload for Parks staff to clean and remove debris from these sites. Over the past three years, the Parks, Recreation & Libraries Department, on average, has cleaned up over 250 sites annually, requiring approximately 2,000 labor hours, use of City equipment and safety gear, and removing over 200 tons of debris. As a result, other park and open space maintenance functions have been delayed or unaccomplished.

To reduce the impact of this maintenance service, the Parks, Recreation & Libraries Department released a request for proposals to engage a qualified contractor to provide turnkey homeless encampment site cleanup within the City limits. Our goal is to keep waterways, parks, and public space free of illegal encampments to protect the environment and provide safe use of public areas. Work typically involves collecting debris and disposing of it at the local transfer facility. The company selected will provide all labor, materials, tools, equipment, transportation, and supplies required to abate homeless camps within the limits and/or jurisdiction of the City of Roseville.

Based on a review of the proposals received, Clean Harbors Environmental Services, Inc., (Clean Harbors) was selected to perform homeless camp and waste removal services. Clean Harbors specializes in waste and hazardous cleanup and disposal. They currently perform waste disposal

and homeless camp cleanup for numerous government entities in California. Roseville PD and Parks, Recreation & Libraries will coordinate with Clean Harbors for weekly cleaning and disposal of sites as identified by the City.

FISCAL IMPACT

The total cost of the five-year service agreement contract shall not exceed \$500,000. Annual costs of \$100,000 will be funded from the approved Parks, Recreation & Libraries Department General Fund operating budget each year.

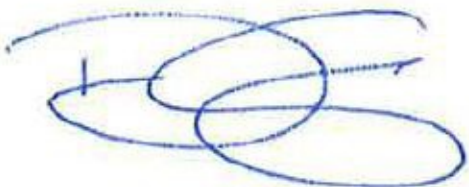
ENVIRONMENTAL REVIEW

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. A contract purchase agreement for cleanup services meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Brian Castelluccio, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-288

Service Agreement

Homeless Camp Cleanup RFP

RESOLUTION NO. 20-288

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY
OF ROSEVILLE AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000385) for unsheltered camp clean up services, between the City of Roseville and Clean Harbors Environmental Services, Inc., has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, and upon receipt and approval of bonds by the City Attorney's office each year.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000385

Supplier Details:

Company Clean Harbors Environmental Services Inc
Contact Scott Murtishaw
Address 42 Longwater Dr
PO Box 9149
Norwell, MA 02061

Submit your response to:

Company City of Roseville
Contact Babette Owens
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5704
Fax (916) 774-5736
E-mail BOwens@roseville.ca.us

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

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

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

Sole proprietorship - **By owner**
Partnership - **Any general partner**
Corporation - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

Insurance requirements:

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



Contract Purchase Agreement 3000385

Agreement	3000385
Agreement Date	04-JUN-2020
Revision	0
Agreement Amount	100,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488

Fax: (916) 784-3796

Email: accountspayable@roseville.ca.us

Supplier **Clean Harbors Environmental Services Inc**
 42 Longwater Dr
 PO Box 9149
 Norwell, MA 02061

Phone: ()

Fax: ()

Email:

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL HOMELESS CAMP AND TRASH/DEBRIS REMOVAL AND CONTRACTOR'S PROPOSAL THERETO TITLED "RFP FOR HOMELESS CAMP AND TRASH/DEBRIS REMOVAL" DATED 10/18/20 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

CONTACT BRIAN CASTELLUCCIO AT (916) 746 1755 OR EMAIL AT BCASTELLUCCIO@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

START DATE: EXECUTED AGREEMENT
 END DATE: 12/5/20

*Total cost listed is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	14670	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			

Babette Owens Phone 1-916-774-5704

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

Contract Terms and Conditions

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

period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the coverage and limits specified in this Agreement.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

- i. **Liability/Remedies.** Notwithstanding any term or condition of this Agreement to the contrary and, to the greatest extent allowed by law, City agrees that Contractor's aggregate liability to City to anyone claiming by, through, or under City, and to any third party for any and all injuries, claims, demands, losses, expenses, or damages, of whatever kind or character including but not limited to an action or claim based on contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, arising out of or in any way related to this Agreement, the work/services, or the project site, shall be limited to the insurance limits listed in Attachment A.

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

19. Payment shall be made by the City to the Contractor within thirty (30) days of receipt of an invoice from Contractor.
20. For purposes of this Agreement, the terms "Contractor" and "Consultant" are used interchangeably.
21. Contractor agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
22. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
23. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement, but no later than three (3) years after termination of this Agreement.
24. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
25. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within five (5) business days after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within five (5) business days after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from

any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.

26. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City. Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. _____

Contractor License No. 720298

DIR Registration No. 1000013713

Check mark the applicable company type below:

X Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

*Negotiated Terms and Conditions between Clean Harbors Environmental Services Inc. and City of Roseville
REV 5/19/20 MC*

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

General - Required Coverage/Documentation

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

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

Construction: X
General Liability:
\$2 Million/occurrence
\$4 Million aggregate

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

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

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

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

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

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

Pyrotechnics:_____

General Liability:

\$5 Million/occurrence

\$10 Million aggregate

Auto - \$2 Million/occurrence

Chemical/Environmental:_____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Supplier	
Signature:	
Print Name:	Robert J. Sherman
Title:	District Vice President

Supplier	
Signature:	
Print Name:	Michael R. McDonald
Title:	Asst. Secretary

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



Clean Harbors Environmental Services, Inc.
1745 Cebrian Street
West Sacramento, CA 95691
www.cleanharbors.com

January 21, 2020

Attn: Mr. Brian Castelluccio
Roseville City Of Finance Dept
311 Vernon St
Roseville, CA 95678

Quote #3389099

Dear Mr. Castelluccio:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Norman A Sanchez Jr
Field Service Specialist
Phone: 408.472.7710



January 21, 2020
Clean Harbors Quote #3389099

Page 2 of 6

QUOTE CONDITIONS

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms.

Task 1:

\$4009 per day

This includes a 5-man crew paid prevailing wages.

1 Pickup/Van/Car or Crew Cab truck

1 Stake Body or Utility Truck

1 Utility or Support Trailer

For greater than 4 hours up to 8 hours per day billed on a portal to portal basis. Applicable M-F only non-holiday.

Task 2:

\$2004.50 per half day

This includes a 5-man crew paid prevailing wages.

1 Pickup/Van/Car or Crew Cab truck

1 Stake Body or Utility Truck

1 Utility or Support Trailer

For up to 4 hours per day billed on a portal to portal basis. Applicable M-F only non-holiday.



January 21, 2020
Clean Harbors Quote #3389099

Page 3 of 6

QUOTE SUMMARY

Description	Amount
TASK 1: HOMELESS CAMP CLEANUPS (8HR SHIFT)	\$4,009.00
\$4,009.00 per day, estimated 1 day	
TASK 2: HOMELESS CAMP CLEANUPS (4HR SHIFT)	\$2,004.50
\$2,004.50 per day, estimated 1 day	
Subtotal	\$6,013.50
Estimated Recovery Fee	\$0.00
Estimated CARRAA Fee	\$120.27
QUOTE TOTAL	\$6,133.77



January 21, 2020
Clean Harbors Quote #3389099

Page 4 of 6

TASK 1: HOMELESS CAMP CLEANUPS (8HR SHIFT)

TASK 1: TOTAL LABOR, EQUIPMENT, AND MATERIAL	\$4,009.00
\$4,009.00 per day, estimated 1 day	
Estimated Recovery Fee	\$0.00
Estimated CARRAA Fee	\$80.18
Estimated total, including Fees	\$4,089.18

TASK 2: HOMELESS CAMP CLEANUPS (4HR SHIFT)

TASK 2: TOTAL LABOR, EQUIPMENT, AND MATERIAL	\$2,004.50
\$2,004.50 per day, estimated 1 day	
Estimated Recovery Fee	\$0.00
Estimated CARRAA Fee	\$40.09
Estimated total, including Fees	\$2,044.59

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 60 days.
- Terms: Net 30 Days
- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.



GENERAL CONDITIONS

- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- On June 30, 2018 the EPA activated the E-Manifest system. The EPA will charge the receiving TSDF a fee per manifest. To cover the cost of the E-Manifest, Clean Harbors will charge \$20 per manifest on every invoice.



January 21, 2020
Clean Harbors Quote #3389099

Page 6 of 6

GENERAL CONDITIONS

- CARRAA: The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CARRAA) of 2017 has increased the cost of providing waste management services in the State of California. To off-set this extra cost, Clean Harbors is implementing a 2.00% CARRAA Fee on every invoice for a California generator.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.
- Customer will be responsible for providing water on site. If not provided, additional charges will apply.

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

Signature

PO#

Date

Print Name

Quote # 3389099



REQUEST FOR PROPOSALS

Homeless Camp and Trash/Debris Removal

DUE: 10/18/19

3:00 PM

Deliver to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

CITY OF ROSEVILLE
NOTICE FOR PROPOSALS

Homeless Camp and Trash/Debris Removal

NOTICE IS HEREBY GIVEN that proposals for **Homeless Camp and Trash/Debris Removal** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678**, until 3:00 p.m., **October 18, 2019**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected contractor. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

Date

Brian Castelluccio
Park, Recreation and Libraries Superintendent

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your proposal **MUST** be addressed and delivered as follows:

**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

The proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope so that it is visible when delivered to the City.

City of Roseville RFP
PREVAILING WAGE NOTIFICATION

This is a prevailing wage project. Accordingly, all prevailing wage and fair employment laws and regulations shall be adhered to. For prevailing wage contracts over \$25,000.00, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the Department of Industrial Relations and/or the following website address:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

(Homeless Camp and Trash/Debris Removal)

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1.0 INTRODUCTION	6-7
2.0 TENTATIVE PROJECT SCHEDULE	7
3.0 SCOPE OF SERVICES	7-11
4.0 ASSURANCE OF DESIGNATED PROJECT TEAM	12
5.0 PROPOSAL FORMAT REQUIREMENTS	12-15
6.0 SUBMITTAL INSTRUCTIONS	15-16
7.0 EVALUATION CRITERIA	16
8.0 SELECTION PROCESS	16-17
9.0 GENERAL TERMS AND CONDITIONS	17-22
10.0 ATTACHMENTS	17
PROPOSER’S CERTIFICATION	A
CONTRACTOR LICENSES	B
SUBCONTRACTOR LIST	C
SAMPLE CONTRACT	D
NON-COLLUSION DECLARATION	E
ASSEMBLY BILL No. 626	F

1.0 INTRODUCTION

The City of Roseville (hereinafter “City”), is soliciting proposals for unsheltered camp and trash/debris removal and disposal. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “Contractor(s)”), that meet the requirements set forth in this Request for Proposals (hereinafter “RFP”), and are capable of providing the services requested are encouraged to participate.

1.1 BACKGROUND

The City of Roseville is soliciting proposals to engage a qualified contractor to provide turnkey homeless encampment site cleanup within the City limits. Our goal is to keep waterways, parks, and public space free of illegal encampments to protect the environment and provide safe use of public areas. Work typically involves collecting debris and disposing of it at the local transfer facility. The company(s) selected will provide all labor, materials, tools, equipment, transportation, and supplies required to abate homeless camps within the limits and/or jurisdiction of the City of Roseville. For the calendar year 2018, the City of Roseville removed and cleaned 261 camps, performing clean up on a weekly basis. Based on current numbers, the City expects to haul over 200 tons of waste annually to the transfer facility. Numerous camp clean-ups are reoccurring at the same locations.

1.2 CITY OVERVIEW

The City of Roseville is an incorporated city with a population of more than 137,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government.

1.3 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

Direct all inquiries regarding this RFP in writing to:

City of Roseville
Parks, Recreation and Libraries Department
Attn: Brian Castelluccio
2005 Hilltop Circle
Roseville, CA 95747
Fax: (916) 746-1755
Email: bcastelluccio@roseville.ca.us

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed through PublicPurchase.com to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. Additionally, the Notice of Intent to Award will be posted on PublicPurchase.com. **It is the proposer's sole responsibility to monitor PublicPurchase.com for possible addenda to this RFP and for the Notice of Intent to Award.** Failure of proposer to retrieve addenda or the Notice of Intent to Award from PublicPurchase.com shall not relieve him/her of the requirements contained therein or the timelines associated therewith. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City.....	9/06/19
Deadline for Final Questions.....	10/09/19
City Responses to Written Questions.....	10/11/19
Proposal Submission Deadline.....	10/18/19
Contractor Interviews as needed.....	Week of 10/21/19
Contract Negotiations.....	Week of 10/21/19
Contract Approval by City Council.....	12/04/19
Commencement of Services.....	12/05/19

3.0 SCOPE OF SERVICES

The work covered by this contract consists of furnishing all labor and equipment to provide homeless encampment cleanup for a safe and clean site by removing biohazardous material and other encampment waste material. All work will be conducted Monday-Friday, 8am-5pm excluding holidays. The services required are on an on-call basis but would be scheduled with advanced notice. The City anticipates cleanups to occur weekly, however, this may increase or decrease based on the City's needs.

A. General Specifications:

1. Overview: As directed by the City, provide turnkey homeless encampment site cleanup for a safe and clean site by removing biohazardous material and other encampment waste material.
2. Site Conditions: Sites are considered to contain a variety of materials that may contain hazardous materials, including biohazardous materials, garbage, general debris, human waste, constructed temporary shelter, and other items associated with homeless occupancy.
3. Site Locations: Sites will be identified individually. The City will make an effort, when possible, to cluster several sites. Sites include under structures (e.g., bridges), forested open area, vegetated ground cover, in Caltrans right-of-way, abandoned structures (e.g., houses, sheds, outbuildings), and scrap material and/or tent built shelter. If contractor is equipped to provide confined space entry, site locations may occasionally require confined space entry cleanup. Property may be public or privately owned.
4. Maintenance activities within our open space and preserve areas are Federally and State regulated. The contractor will get approval from the City prior to the removal of any vegetation and/or alteration of the land.
5. Some camps are established in areas that are difficult to access. Sometimes it isn't possible for trucks and other vehicles to park close to the job site. The debris will have to be carried out. If it can't be done without vehicles, Contractor will need to coordinate traffic, protect employees, passerby, and infrastructure that could be damaged.
6. Work may be performed in inclement weather. Jobsites can be in heavy foliage, poison oak, steep embankments, next to train tracks, by creeks and lakes, and other areas requiring alertness to the environment and pre- planning to prevent injury or illness. Contractor will perform a hazard assessment and provide all training and supplies necessary.
7. Occupants: If a site is found to be occupied, the Roseville Police Department can be called to clear the site. Clean-up crews should avoid cleaning the site if it is actively occupied.
8. Under most circumstances, the Police Department will have already confiscated weapons and illegal contraband, but occasionally an undiscovered cache may be found. If firearms or other dangerous weapons are located and determined to be a threat to the safety of those on scene, the Contractor will stop work immediately, contact the Roseville Police Department, and wait for the assigned unit to arrive to process evidence /crime scene.

9. From time-to-time Contractor may be asked to attend a Homeless Task Force Meeting coordinated by City and may be attended by multiple agencies and special interest organizations.
10. The City observes the following holidays; New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day and following day and Christmas Day. The selected Contractor will not be expected to perform work duties on observed holidays.

B. Duties and Responsibilities:

1. Cleanup duties shall include surveying sites, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and State approved handling and removal of all material. Disposal shall be at a site permitted to accept such materials.
2. Contractor shall supply all labor, material, tools, protective clothing and gear, and equipment that is required or needed to perform the work to handle, remove, transport, and dispose of the waste materials and leave a clean site.
3. Contractor shall coordinate with the City weekly to receive a list of camp locations for removal and establish a start date. Contractor will provide estimated timeframe of the work, staging areas, traffic control, if required, and the name and contact number of the onsite representative.
4. Contractor shall provide all supervision and management of crews and sub-contractors, and ensure all necessary safety procedures are followed. This individual will serve as the City's contact.
5. Persons ordered from camps are told to take possessions of importance with them. In some cases they are arrested and leave behind valuable/usable items that must be stored by the City for 90-days. A list will be provided to serve as a guideline.
6. Contractor shall photograph the encampment site before and after cleaning and provide an electronic copy of each photograph to the City.
7. Contractor shall notify the City when the work is complete and provide a cleanup report for each site, including total weight of debris removed.
8. Contractor shall notify the City's designated representative in the event an adjacent homeless encampment is discovered in the general area during the course of a project to obtain authorization prior to proceeding with any additional work that was not identified in the original scope of work.

9. Contractor shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, personal hygiene items, syringes, and other materials which could pose a health threat.
10. Contractor shall immediately contact the Roseville Police Department through non-emergency phone number, if a firearm or other dangerous weapon is found.
11. Contractor shall perform work in a timely and efficient manner and in a courteous and business-like manner at all times.
12. Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.
13. Contractor will dispose of trash and debris at the Western Placer Waste Authority Landfill located at 3003 Fiddymment Road, Roseville, CA 95747.
14. Contractor is to contact the assigned City contact if something will interfere with completion of scheduled camp clean ups. This should be a rare occurrence. Continual shifts in the schedule may lead to cancellation of the Service Agreement.

C. City Responsibilities:

1. City will provide a list weekly with a minimum of a 48-hour notification to start time of a cleanup project.
2. City shall post "48hr notice to vacate" signs at the work site prior to the commencement of each removal project as established in the scope of work and as directed by City staff. Depending on circumstances this posting may occur 48-hours from the date of the cleanup, or two-weeks prior to the clean-up.
3. The City will provide a representative to serve as a point of contact for reviewing and coordinating camp removal lists, authorizing work, addressing issues and questions.
4. City will obtain any required permits related to working within or around watercourse as it pertains to camp abatement. Additionally, the City will inform the Contractor of any regulations or mitigation measures that must be followed per permit(s) requirements, including but not limited to, any permits required by the California Regional Water Quality Control Board, U.S. Army Corp of Engineers or California Department of Fish and Wildlife.

D. Safety and Training:

1. Safety and appropriate training/licensing are critical requirements for the selected Contractor. At no time is the Contractor expected to interact with the homeless residents or put their employees at risk.

2. Contractor shall comply with all occupational safety and health standards, licensing requirements and regulations and orders mandated by State of California.
3. Contractor shall be OSHA certified to operate any heavy equipment required to complete the encampment clean-up work, including trash compactors, bulldozers, graders or other ground moving equipment.
4. The Contractor shall provide all safety equipment, materials, and will supply training as required. The Contractor shall provide its employees with appropriate safety apparel. This apparel shall include but not be limited to hardhats, safety glasses, vest, gloves, and leather (or adequately puncture resistant) boots.
5. Contractor shall provide copies of any training records and licenses required by the City, upon request.

3.1 Multiyear Agreements - The initial contract will be from date of award through December 5, 2020. The City reserves the right to renew the contract for enter a quantity (4) additional years, one year at a time at its sole discretion. The vendor receiving the contract award for the initial contract will retain that contract award throughout the life of the contract, including the optional renewal years.

The initial contract will be awarded based on the prices determined through the initial contract negotiation process. Sixty days prior to the expiration date of the current contract, the City is willing to re-negotiate out-year pricing (increases and/or decreases) based on market fluctuations. The pricing for each renewal year will be evaluated based on what the City deems to be fair and reasonable pricing. Any requests made by the vendor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index or other relevant market data to justify a price change. In its request for price increases Seller shall cite sources, specific conditions, and document how those conditions affect the cost. The City of Roseville is also willing to re-negotiate pricing if it is affected by catastrophic circumstances (example: unforeseen national/world crisis or acts of God).

Price adjustments will not be automatic. They must be mutually agreed upon by both the City and the vendor. The City will review the proposed pricing and determine if it is allowable, fair, reasonable, and in the best interest of the City to extend the agreement.

4.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

5.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Contractor wishes to include that is not specifically requested should be included in an appendix to the proposal.

Contractors are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

5.1 Cover Letter with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting Contractor will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

5.2 Signature Requirements - The attached Proposer's Certification (**Attachment A**) shall be executed by an official(s) legally authorized to bind the Contractor which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a Limited Liability Company (“LLC”) shall be signed by the person or persons authorized to bind the LLC under the LLC’s articles of organization.
- Proposals which are submitted by an Individual Doing Business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

5.3 TAB A: Firm’s Qualifications – Describe your firm and provide a statement of your firm’s qualifications for performing the requested services. Identify the services which would be completed by your firm’s staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm’s staff. Include the firm’s organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

5.4 TAB B: Experience and References – Provide a summary of your firm’s experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm’s team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons’ names, addresses and telephone numbers. Public sector references are preferred.

5.5 TAB C: Qualifications of Team – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant’s and sub-contractor’s assigned task(s) and experience. Full resumes may be included in the appendix.

5.6 TAB D: Project Understanding – Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City’s stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this

project. City staff will assess your understanding of all aspects of the project based on the overview.

- 5.7 TAB E: Project Plan** – Provide a detailed discussion of your firm’s approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors. List any necessary equipment, training or installation services required.
- 5.8 TAB F: Cost Proposal** – Provide a total cost proposal for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the City.
- 5.9 TAB G: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:
- Non-substitution for the designated members of the team without approval by City staff (**Section 5.0**)
 - The absence of a conflict of interest (**Section 10.4**)
 - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 10.7**). (Please note that actual certificates of insurance are not required as part of your submittal.)
 - A statement that nothing contained in the submitted proposal will be proprietary. (**Section 10.21**)
- Submit the following documents with proposal:
- Executed copy of Proposer’s Certification (**Attachment A**)
 - Contractor Licenses (**Attachment B**)
 - Subcontractor List (**Attachment C**)
 - Executed copy of Noncollusion Declaration (for construction contracts only) (**Attachment E**)
- 5.10 TAB H: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (**Attachment D**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City’s determination of whether it is possible to successfully negotiate a contract with your firm.
- 5.11 TAB I: Competency of Proposers** – The City wants to ensure that the successful Contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please

list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain. Also, furnish a statement of financial resources demonstrating that the Contractor has the ability to maintain a staff of regular employees, sub-consultants or sub-contractors adequate to insure continuous performance of work, and demonstrating that the equipment for the work contemplated is sufficient, adequate and suitable.

6.0 SUBMITTAL INSTRUCTIONS

6.1 Your submittal package shall include the following:

- **One (1) original and four (4) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on flash drive

6.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. **Complete and attach the “Sealed Proposal” label to the outside of the envelope containing your proposal.**

6.3 Proposals shall be submitted ONLY to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

6.4 Faxed and/or emailed proposals will not be accepted.

6.5 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.

6.6 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**

6.7 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

6.8 All costs associated with proposal preparation shall be borne by the proposer.

6.9 Department of Industrial Relations Contractor Registration: No contractor or subcontractor may be listed on a proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code

section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm and proposed staff/sub-consultants/sub-contractors (per Sections 6.3 - 6.5)	25
B. Understanding of the Project – Proposed Project Plan (per Section 6.6 – 6.7)	25
C. Proposed Cost (per Section 6.8)	25
D. Ability to Respond in Timely Manner	25
Total Possible Points:	100

8.0 SELECTION PROCESS

- 8.1 Award of the RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.
- 8.2 Proposals submitted will be reviewed by a selection committee. Contractors that have submitted the best and most complete proposals may be invited to an interview. The number of Contractors invited to an interview may vary depending upon the number of proposals submitted.
- 8.3 Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.

- 8.4 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Contractor might propose.
- 8.5 A contract will be negotiated with the Contractor considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Contractor considered next best in meeting the City's needs for this particular project.
- 8.6 The selected Contractor will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.
- 8.7 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.
- 8.8 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Contractor(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 8.9 The City reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected from any proposer who does not comply with the City's request for clarification.
- 8.10 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.
- 8.11 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

9.0 GENERAL TERMS & CONDITIONS

- 9.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected Contractor will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment D**.
- 9.2 **Independent Contractor.** At all times the Contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to

indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.

- 9.3 **Non-Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 9.4 **Conflict of Interest.** The Contractor shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Contractor has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 9.5 **Undue Influence.** The Contractor shall warrant via an executed Proposer's Certification (**Attachment A**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Contractor, or from any officer, employee or agent of the Contractor, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 9.6 **Non-Collusion.** Contractors submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-consultants or sub-contractors. For construction contracts, proposers shall submit a properly completed and executed "Non-collusion Declaration" which is attached as **Attachment E**.
- 9.7 **Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment D**. All costs of complying with the insurance requirements shall be as

included in your pricing. The selected Contractor shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the Contractor's proposal. Alterations to the terms and conditions shall not be allowed.

9.8 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any Contractor in preparing or submitting a proposal in response to this RFP.

9.9 **Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.

9.10 **Proposals are Public Records.** All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.

9.11 **Protests.**

(a) Protest Requirements

(1) Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

(b) Grounds for Protest

(1) The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.

(2) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

(c) Administrative Review

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

(d) Stay of Action During a Protest

In the event a protest is filed under Section 10.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

(1) The Director of Central Services makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or

(2) The City decides to reject all proposals and issue a new RFP.

9.12 **Rejection of RFP.** The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Contractor in response to any RFP. This RFP does not constitute any form of offer to contract.

9.13 **Multiple Award.** The City reserves the right to award the contract to multiple contractors when applicable.

9.14 **Increasing/Decreasing Portions of RFP.** The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.

9.15 **Rejection as Non-Responsive.** Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.

9.16 **Modifying RFP.** The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.

9.17 **If no proposal is accepted,** the City may elect to have the services performed in some other manner.

9.18 **Rejecting Team Members, Firms or Sub-contractors.** The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.

9.19 **Local Business, Small Business, Minority and Women Owned Business.** Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.

9.20 **Withdrawal of Proposals.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.

Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Contractor prior to the expiration of that ninety (90) day period.

9.21 **Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.

9.22 **Proposal Postponement and Amendment.** The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this material/service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.

9.23 **Proprietary Information.** Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.

- 9.24 **Right to Request Additional Information.** During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.
- 9.25 **Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.
- 9.26 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as **Attachment D**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.
- 9.27 **Non-Discrimination.** The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Contractor sign a statement affirming its compliance with this policy.
- 9.28 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Contractor shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.
- 9.29 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

Bonds. The successful Contractor will be required to provide a **100% Labor and Materials Bond** using the City's forms.

Attachment A
PROPOSER'S CERTIFICATION

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

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

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

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

TELEPHONE NUMBER

EMAIL

Type of Organization:

☐ Sole Proprietorship ☐ Corporation ☐ State of Incorporation

☐ Partnership ☐ Limited Liability Company

Attachment B

CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic No.	Name on License	Class/Type	Expiration Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you have a City of Roseville Business License? Yes____ No____

License # _____

***For Public Works Projects (SB854):** Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at:

<http://www.dir.ca.gov/public-works/publicworks.html>

DIR contractor registration number and expiration date:

* _____

Attachment C

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater.

Company Name _____
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____
DIR Contractor Registration Number & Expiration Date _____

Company Name _____
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____
DIR Contractor Registration Number & Expiration Date _____

Company Name _____
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____
DIR Contractor Registration Number & Expiration Date _____

Company Name _____
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____
DIR Contractor Registration Number & Expiration Date _____

Company Name _____
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____
DIR Contractor Registration Number & Expiration Date _____

Attachment D
SAMPLE CONTRACT

Attachment E

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(Signature of Declarant)

Attachment F

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016.
Filed with Secretary of State September 29,
2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet

and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read: 9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not

otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing

body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual

obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SEC. 2. The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



COUNCIL COMMUNICATION

CC #: 0888

File #: 0704-01-01

Title: F-97 Pocket Park and F-101 Pocket Park - Updated Park Development Agreements
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 7/15/2020

Item #: 7.4.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt resolutions to approve the updated Park Development Agreements between the City of Roseville and JEN California 15, LLC for the construction of F-97 and F-101 pocket parks, and authorize the City Manager to execute both agreements.

BACKGROUND

The original Park Development Agreement for F-97 was approved by Council in March 2019 and for F-101, in August 2019. Both approvals included each park's master plan. The Agreements were between the City of Roseville and ATC Realty One, LLC (through Signature Homes). Recently, these parks along with the surrounding subdivisions were sold to JEN California 15, LLC (through Taylor Builders). The updated Park Development Agreement changes the names of the builders responsible for the construction of these parks. All other requirements and conditions remain the same.

Consistent with the approved 2004 Development Agreement for West Roseville/Fiddymment Ranch, pocket parks within the West Roseville Specific Plan are to be constructed by the Developer concurrent with the construction of the adjacent villages.

The Park Development Agreement outlines the design and construction process for the pocket park, which, when complete, will be deeded over to the City for operations.

It is anticipated that construction of F-97 (Jim Gray Park) will start in July 2020. Plan approval for F-101 is underway.

FISCAL IMPACT

The construction of the pocket parks within the West Roseville Specific Plan area is the sole responsibility of the Developer. No park fee credits are applied to the project. Maintenance of the pocket parks are included in the Fiddymment Ranch CFD No. 2 (Public Services). There is no

General Fund impact with this request.

ENVIRONMENTAL REVIEW

Development of WRSP Pocket Parks F-97 and F-101 were originally evaluated in the West Roseville Specific Plan and EIR (January 2004) (SCH # 2002082057) and then later in the Fiddymment Ranch Specific Plan Amendment (SPA) Subsequent Environmental Impact Report (April 2014) (SCH#2010082075). Construction of Pocket Park F-97 is found to be within the scope of the project covered by the Fiddymment Ranch SPA Subsequent final EIR. This EIR provides project level analysis for the Fiddymment Ranch portion of the WRSP community infrastructure and facilities, including parks. Because the Pocket Park F-97 project is consistent with the Fiddymment Ranch SPA Subsequent final EIR, 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,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-283

F-97 park development agreement

Resolution No. 20-284

F-101 park development agreement

RESOLUTION NO. 20-283

APPROVING A PARK DEVELOPMENT AGREEMENT FOR
F-97 POCKET PARK SITE AND PARK IMPROVEMENTS, BY AND BETWEEN THE CITY
OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Park Development Agreement for F-97 Pocket Park Site and Park Improvements, by and between the City of Roseville and JEN California 15, 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; and

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PARK DEVELOPMENT AGREEMENT FOR
F97 POCKET PARK SITE AND
PARK IMPROVEMENTS

THIS AGREEMENT is made and entered into this _____ day of _____,
20__ by and between the City of Roseville, a municipal corporation ("CITY") and JEN
California 15, LLC, a California limited liability company, ("LANDOWNER"), and

W I T N E S S E T H:

WHEREAS, LANDOWNER is the owner and developer of subdivision known as
Fiddymment Ranch Phase 2 Villages 11A1 and 12 ("Subdivision") located in the West Roseville
Specific Plan; and

WHEREAS, the Subdivision has been approved for single family residential development
pursuant to the Development Agreement by and between the CITY OF ROSEVILLE and
LANDOWNER's predecessor-in-interest, Roseville Fiddymment Land Venture, approved and
adopted pursuant to Ordinance No. 4048, as amended, ("Development Agreement"); and

WHEREAS, LANDOWNER desires to develop one hundred forty-four (144) lots as
single family residential units on the Subdivision; and

WHEREAS, the Development Agreement provides that the owner of the Subdivision
shall construct park improvements on Lot F-97 ("Park Improvements") on a "turn-key" basis;
and

WHEREAS, LANDOWNER and CITY desire to develop the Park Improvements on a turn-key basis provided that the costs of the Park Improvements actually incurred are financed solely by the LANDOWNER; and

NOW, THEREFORE, CITY and LANDOWNER agree as follows:

1. Master Plan. LANDOWNER shall cause the preparation of a master plan upon execution of this Park Development Agreement. The master plan shall meet established criteria set forth by the Parks, Recreation & Libraries Department ("Department") specific to pocket park development and as outlined in CITY's Parks Construction Standards, Design Standards, and Construction Standards. The master plan shall be approved by the Parks & Recreation Commission and City Council, including environmental review, within three (3) months from the date of this Agreement. The approved master plan shall be utilized for all marketing and sales promotions as disclosure to potential home buyers.

2. Schedule. Upon approval of the master plan, LANDOWNER shall provide the Department with a schedule for completion of the project within fifteen (15) days. The schedule shall include key milestones such as 75% of construction documents, 99% completion of construction documents, date when the project will be bid, start date for construction and completion date of construction. The completion date shall include the ninety (90) calendar day establishment period and shall be complete at such time as 75% of the homes in the subdivision are occupied ("75% absorption"), consistent with CITY standards.

3. Construction Documents. LANDOWNER shall cause the preparation of construction plans and specifications for the Park Improvements (collectively the "Construction Documents"). The Construction Documents shall be consistent with the master plan as approved by the City Council, and with City Park Construction Standards, latest edition. The Construction

Documents shall be subject to review and approval by the Department and other applicable City departments prior to bidding the project and at LANDOWNER's sole expense.

4. Bid Documents. LANDOWNER shall prepare the bid documents for the Park Improvements. The Department shall provide a list of pre-qualified contractors and bid documents prior to the issuance of a notice to bid by LANDOWNER. Bids shall be lump sum with an itemized unit summary to be used for additions and deletions only. The Department shall be notified of and approve LANDOWNER's selection of the contractor prior to the award of contract. In the event LANDOWNER concludes that the bids are unacceptably high and not to budget, LANDOWNER must notify Department of required modifications to the Park Improvements or the need to solicit additional bids. LANDOWNER shall provide the Department an opportunity to review and comment on any proposal by LANDOWNER to modify the Park Improvements and shall give such comments fair consideration.

Effective March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for the Park Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective April 1, 2015, no contractor or subcontractor may work on the Park Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. LANDOWNER shall be responsible for ensuring that these contractor registration requirements are adhered to since this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Furthermore, as required by SB 854, LANDOWNER shall notify the Department of Industrial Relations of the project within five (5) days of the award of a contract to a contractor for the Park Improvements.

5. Prevailing Wages. LANDOWNER shall comply with all applicable prevailing wage laws for services performed under this Agreement. Additionally, LANDOWNER shall require its subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement. In accordance with Section 1775 of the California Labor Code the LANDOWNER shall forfeit as a penalty to the CITY fifty dollars (\$50.00), and/or such other penalty amounts required by statute, for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any work done under this Agreement by the LANDOWNER or by any subcontractor under the LANDOWNER in violation of the provisions of the California Labor Code and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by LANDOWNER. Moreover, CITY shall the right to withhold payment in such amounts as directed by the Department of Industrial Relation or Labor Commissioner.

Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website: <http://dir.ca.gov/DLSR/PWD/Northern.html>.

6. Commencement of Improvements. LANDOWNER shall commence construction of the Park Improvements in accordance with the approved Construction Documents within sixty (60) calendar days after CITY's approval of the Construction Documents unless this timeframe falls between October 15 and April 15, in which case construction shall commence on April 16, weather pending.

The Department as well as other applicable City departments shall routinely participate in on-site observation and inspection during construction. LANDOWNER shall diligently proceed with such construction and use its best efforts to complete the construction within one hundred (100) days of the date of commencement of such Park Improvements.

In the event that LANDOWNER fails to complete construction of the Park Improvements by the time 75% absorption occurs, CITY shall withhold any further Certificates of Occupancy until construction is complete. Notice of satisfaction of LANDOWNER's construction obligations shall be evidenced by a written acceptance of the Park Improvements by CITY.

7. Change Orders. LANDOWNER shall submit a written request for approval of any change orders to the CITY at least fifteen (15) days prior to proceeding with any change order. LANDOWNER shall not issue any change orders on such construction contract without first obtaining CITY's written consent. Any change in design in the Park Improvements must have CITY's pre-approval.

8. Other Costs. CITY and LANDOWNER acknowledge that various costs are incurred during park development beyond construction document preparation and improvement construction. Such costs include but are not limited to consultant construction assistance (environmental, inspection, engineering), storm water pollution prevention measures, utility bills (electric, water), City inspections, permits and fees, design/drafting fees, fencing, maintenance and miscellaneous costs such as photocopying and printing. LANDOWNER is solely responsible to pay for such other costs without reimbursement or credit from CITY.

9. Payments. LANDOWNER shall be responsible for all payments associated with the Park Improvements. This includes but is not limited to contractor's work, electric and water

bills, storm water pollution prevention measures, consultant construction assistance, CITY inspections, permits, and fees.

10. Warranty. LANDOWNER shall provide CITY a warranty for the Park Improvements for a period of one year from the date of above acceptance by CITY. Any warranty repairs performed shall be the responsibility of LANDOWNER and shall not be subject to reimbursement.

11. Cost of Park Improvements. The cost of constructing the Park Improvements in accordance with the Construction Document is the sole responsibility of the LANDOWNER.

12. Obligations Arising from Agreement. Neither the General Fund, nor any other fund or monies of CITY, including the Neighborhood Park Fee Fund or similar park improvements funds or accounts, shall be utilized for payment of any obligations arising from this Agreement. Neither the Neighborhood Park Fund credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. LANDOWNER's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

13. Maintenance Obligations. Upon completion of the Park Improvements and written acceptance by CITY, LANDOWNER shall deed the Park Improvements to CITY. LANDOWNER shall pay CITY the cost to maintain the Park Improvements for a period of one year, if absorption is less than 75%. In no event shall CITY be responsible for the costs of maintaining the Park Improvements prior to completion of one (1) year starting on the date of project acceptance.

14. Attorney's Fees and Venue. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California regardless of where else venue may lie.

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

16. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

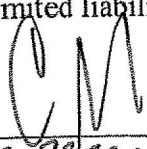
17. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the CITY OF ROSEVILLE, a municipal corporation, has 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 LANDOWNER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

JEN CALIFORNIA 15, LLC, a
California limited liability company

BY:  CLAYTON TAYLOR
its: VICE PRESIDENT

ATTEST:

and

BY: _____

SONIA OROZCO
City Clerk

BY: _____
its _____

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

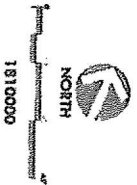
APPROVED AS TO SUBSTANCE:

BY:  _____
JILL GELLER

Parks, Recreation and Libraries Director

EXHIBIT "A"

APPROVED PARK MASTER PLAN



VERDE DESIGN

**LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN**

1000 The Alameda 1040 Ivanhoe Park #100
Oroville, CA 95960
916 828-1200 916 828-1200
Fax: 916/828-1200
916 828-1200 916 828-1200

EXHIBIT "B"

COMPLETE PROJECT COST ESTIMATE

Fiddymen F-97 Pocket Park
Preliminary Statement of Probable Construction Costs
Master Plan Concept Design
VERDE DESIGN PROJECT NO. 1810000-1853

11/14/2018
Verde Design Inc.
Completed by JC
Reviewed by CS

Item	Quantity	Unit	Unit Cost	Base Estimate
Site Preparation and Demolition				\$20,220.00
Construction Fencing	1,090	lf	\$5.00	\$5,450.00
Survey Staking	1	ls	\$4,000.00	\$4,000.00
Stabilized Construction Entry	1	ls	\$2,000.00	\$2,000.00
Filter Roll Barrier	1,090	lf	\$3.00	\$3,270.00
Concrete Washout	1	ea.	\$1,000.00	\$1,000.00
SWPPP Management / Maintenance	1	ls	\$4,500.00	\$4,500.00
Utility Infrastructure				\$21,000.00
Domestic Water Connection (Tap to existing 1" meter, install gate valve, backflow and pressure regulator)	1	ea.	\$8,500.00	\$8,500.00
Irrigation Water Connection (Tap to existing 2" meter, install recycled water filter)	1	ls	\$5,000.00	\$5,000.00
Sanitary Sewer Connection (Tap to existing 4" sewer stub and install cleanout)	1	ea.	\$7,500.00	\$7,500.00
Electrical				\$8,000.00
Security Light Pole and Connection to Irrigation Controller	1	ea.	\$8,000.00	\$8,000.00
Grading				\$84,316.00
Rough/Fine Grading	76,651	sf	\$1.10	\$84,316.10
Drainage				\$42,158.00
Park and Playground System	76,651	sf.	\$0.55	\$42,158.05
Hardscape Paving				\$138,822.00
Concrete Paving - Pedestrian Pathways	12,042	sf	\$11.00	\$132,462.00
6" Wide Mowband	212	lf	\$30.00	\$6,360.00
Furnishings				\$67,842.00
Trash and Recycling Receptacles	2	ea.	\$2,399.60	\$4,799.20
City Standard Bench	2	ea.	\$1,622.60	\$3,245.20
City Standard Picnic Tables	2	ea.	\$2,556.40	\$5,112.80
City Standard Accessible Picnic Tables	2	ea.	\$2,672.60	\$5,345.20
Picnic Shelter	1	ea.	\$40,311.10	\$40,311.10
Drinking Fountain	1	ea.	\$8,762.88	\$8,762.88
Bottle Filler	1	ea.	\$4,478.60	\$4,478.60
City Standard Park Sign	1	ea.	\$6,944.43	\$6,944.43
City Standard Recycled Water Use Signage	3	ea.	\$750.00	\$2,250.00
Bike Rack	1	ea.	\$1,275.12	\$1,275.12
Basketball Goal	1	ea.	\$5,317.01	\$5,317.01
Irrigation				\$109,839.00
Irrigation Controller	1	ea.	\$10,000.00	\$10,000.00
Irrigation System	45,220	ea.	\$2.00	\$90,439.00
Tree Bubblers (2 Per tree)	47	ea.	\$200.00	\$9,400.00
Planting				\$86,865.00
Soil Preparation	57,323	sf	\$0.15	\$8,598.45
Hydroseeded Turf	33,116	sf	\$0.20	\$6,623.20
Trees, 24" Box	47	ea.	\$300.00	\$14,100.00
Shrubs and Groundcover	12,104	sf	\$3.50	\$42,362.25

VERDE DESIGN
2455 The Alameda, Suite 200 Santa Clara, California 95050
T: 408 985 7200 • F: 408 985 7260 verde@verdedesign.com

Q:\2018\1810000 - Fiddymen F-97 Pocket Park\Construction Estimates\Fiddymen F-97 Cost Estimate - Master Plan Concept Design Sub

Bark Mulch (3" Depth)	224	cy	\$50.00	\$11,206.94
90 Day Landscape Maintenance	33,116	sf	\$0.12	\$3,973.92

Play Area (Youth and Tot Lot) \$123,570.00

Hardscape Paving

Standard 8" x 24" Concrete Curb - Play Area	458	lf	\$55.00	\$25,190.00
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Play Structures

Play Equipment	1	ea.	\$43,815.00	\$43,815.00
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Tax 7.25%				\$3,176.59
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Freight at 8%				\$3,505.20
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Installation, approx. 30%				\$13,144.50
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Contractor Mark-up, at 15%				\$6,572.25
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Play Area Surfacing

Concrete Ramps	2	ea.	\$4,500.00	\$9,000.00
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Fibar Wood Chip Resilient Surfacing	5,476	sf	\$3.50	\$19,166.00
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Subtotal for Site Improvements \$722,632.00

Mobilization, General Conditions - 8% \$57,811.00

Basis for Punchcheck Fees \$780,443.00

Design Contingency 10% \$72,263.00

Construction Contingency 10% \$72,263.00

Bidding Contingency 5% \$36,132.00

Total Estimated Project Construction Costs: \$961,101.00

Notes:

- 1) Design Contingency is for further development of design and compensates for unknown elements. We will eliminate as we move to Bid Documents.
- 2) Assumes project is bid competitively utilizing public bidding requirements and prevailing wage rates. Concrete prices reflect developer's quotes on streetscape concrete adjacent to site. May be higher at time of bid.
- 3) Construction Contingency is provided to cover for site conditions and additional work not anticipated for upgrades. Owner has covered this contingency out of another account and is not part of this budget.
- 4) In Providing opinions of probable construction cost, the Client understands that the Landscape Architect has no control over costs or the price of labor equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Landscape Architect's qualifications and experience. The Landscape Architect makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- 5) Construction costs are based on current market prices.
- 6) Current raw material costs are in fluctuation due to global trade variables and may affect unit price at time of bidding.

VERDE DESIGN

2455 The Alameda, Suite 200 Santa Clara, California 95050

T: 408 986 7200 • F: 408 986 7260 verde@verdedesigninc.com

Q:\2018\1010000 - Fiddymint F-97 Pocket Park\Construction Estimates\Fiddymint F-97 Cost Estimate - Master Plan Concept Design Sub

RESOLUTION NO. 20-284

APPROVING A PARK DEVELOPMENT AGREEMENT FOR
F-101 POCKET PARK SITE AND PARK IMPROVEMENTS, BY AND BETWEEN THE
CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Park Development Agreement for F-101 Pocket Park Site and Park Improvements, by and between the City of Roseville and JEN California 15, 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; and

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PARK DEVELOPMENT AGREEMENT FOR
F-101 POCKET PARK SITE AND
PARK IMPROVEMENTS

THIS AGREEMENT is made and entered into this _____ day of _____,
20__ by and between the City of Roseville, a municipal corporation ("CITY") and JEN
California 15, LLC, a California limited liability company, ("LANDOWNER"), and

W I T N E S S E T H:

WHEREAS, LANDOWNER is the owner and developer of subdivision known as
Fiddymment Ranch Phase 2 Villages 11A1 and 12 ("Subdivision") located in the West Roseville
Specific Plan; and

WHEREAS, the Subdivision has been approved for single family residential development
pursuant to the Development Agreement by and between the CITY OF ROSEVILLE and
LANDOWNER's predecessor-in-interest, Roseville Fiddymment Land Venture, LLC, approved
and adopted pursuant to Ordinance No. 4048, as amended, ("Development Agreement"); and

WHEREAS, LANDOWNER desires to develop one hundred thirty-eight (138) lots as
single family residential units on the Subdivision; and

WHEREAS, the Development Agreement provides that the owner of the Subdivision
shall construct park improvements on Lot F-101 ("Park Improvements") on a "turn-key" basis;
and

WHEREAS, LANDOWNER and CITY desire to develop the Park Improvements on a
turn-key basis provided that the costs of the Park Improvements actually incurred are financed
solely by LANDOWNER; and

NOW, THEREFORE, CITY and LANDOWNER agree as follows:

1. Master Plan. LANDOWNER shall cause the preparation of a master plan upon execution of this Park Development Agreement. The master plan shall meet established criteria set forth by the Parks, Recreation & Libraries Department ("Department") specific to pocket park development and as outlined in CITY's Parks Construction Standards, Design Standards, and Construction Standards. The master plan shall be approved by the Parks & Recreation Commission and City Council, including environmental review, within three (3) months from the date of this Agreement. The approved master plan shall be utilized for all marketing and sales promotions as disclosure to potential home buyers.

2. Schedule. Upon approval of the master plan, LANDOWNER shall provide the Department with a schedule for completion of the Park Improvements within fifteen (15) days. The schedule shall include key milestones such as 75% of construction documents, 99% completion of construction documents, date when the project will be bid, start date for construction and completion date of construction. Construction is anticipated to start in Spring 2020 with completion in late Summer/Early Fall 2020. The completion date shall include the ninety (90) calendar day establishment period. The Park Improvements shall be complete prior to the issuance of the Certificate of Occupancy of the last home to be constructed in Phase 2.

3. Construction Documents. LANDOWNER shall cause the preparation of construction plans and specifications for the Park Improvements (collectively the "Construction Documents"). The Construction Documents shall be consistent with the master plan as approved by the City Council, and with City Park Construction Standards, latest edition. The Construction Documents shall be subject to review and approval by the Department and other applicable City departments prior to bidding the project and at LANDOWNER's sole expense.

4. Bid Documents. LANDOWNER shall prepare the bid documents for the Park Improvements. The Department shall provide a list of pre-qualified contractors and bid documents prior to the issuance of a notice to bid by LANDOWNER. Bids shall be lump sum with an itemized unit summary to be used for additions and deletions only. The Department shall be notified of and approve LANDOWNER's selection of the contractor prior to the award of contract. In the event LANDOWNER concludes that the bids are unacceptably high and not to budget, LANDOWNER must notify Department of required modifications to the Park Improvements or the need to solicit additional bids. LANDOWNER shall provide the Department an opportunity to review and comment on any proposal by LANDOWNER to modify the Park Improvements and shall give such comments fair consideration.

5. Contractor Registration. Effective March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for the Park Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective April 1, 2015, no contractor or subcontractor may work on the Park Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. LANDOWNER shall be responsible for ensuring that these contractor registration requirements are adhered to since this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Furthermore, as required by SB 854, LANDOWNER shall notify the Department of Industrial Relations of the project within five (5) days of the award of a contract to a contractor for the Park Improvements.

6. Prevailing Wages. LANDOWNER shall comply with all applicable prevailing wage laws for services performed under this Agreement. Additionally, LANDOWNER shall

require its subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement. In accordance with Section 1775 of the California Labor Code the LANDOWNER shall forfeit as a penalty to the CITY fifty dollars (\$50.00), and/or such other penalty amounts required by statute, for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any work done under this Agreement by the LANDOWNER or by any subcontractor under the LANDOWNER in violation of the provisions of the California Labor Code and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by LANDOWNER. Moreover, CITY shall the right to withhold payment in such amounts as directed by the Department of Industrial Relation or Labor Commissioner.

Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website: <http://dir.ca.gov/DLSR/PWD/Northern.html>.

7. Commencement of Improvements. LANDOWNER shall commence construction of the Park Improvements in accordance with the approved Construction Documents within sixty (60) calendar days after CITY's approval of the Construction Documents unless this timeframe falls between October 15 and April 15, in which case construction shall commence on April 16, weather pending.

The Department as well as other applicable CITY departments shall routinely participate in on-site observation and inspection during construction. LANDOWNER shall diligently

proceed with such construction and use its best efforts to complete the construction within one hundred (100) days of the date of commencement of such Park Improvements.

In the event that LANDOWNER fails to complete construction of the Park Improvements prior to the issuance of the Certificate of Occupancy of the last home to be constructed in Phase 2, CITY shall withhold any further Certificates of Occupancy until the Park Improvements are complete. Notice of satisfaction of LANDOWNER's construction obligations shall be evidenced by a written acceptance of the Park Improvements by CITY.

8. Change Orders. LANDOWNER shall submit a written request for approval of any change orders to the CITY at least fifteen (15) days prior to proceeding with any change order. LANDOWNER shall not issue any change orders on such construction contract without first obtaining CITY's written consent. Any change in design in the Park Improvements must have CITY's pre-approval.

9. Other Costs. CITY and LANDOWNER acknowledge that various costs are incurred during park development beyond construction document preparation and improvement construction. Such costs include but are not limited to consultant construction assistance (environmental, inspection, engineering), storm water pollution prevention measures, utility bills (electric, water), CITY inspections, permits and fees, design/drafting fees, fencing, maintenance and miscellaneous costs such as photocopying and printing. LANDOWNER is solely responsible to pay for such other costs without reimbursement or credit from CITY.

10. Payments. LANDOWNER shall be responsible for all payments associated with the Park Improvements. This includes but is not limited to contractor's work, electric and water bills, storm water pollution prevention measures, consultant construction assistance, CITY inspections, permits, and fees.

11. Warranty. LANDOWNER shall provide CITY a warranty for the Park Improvements for a period of one year from the date of above acceptance by CITY. Any warranty repairs performed shall be the responsibility of LANDOWNER and shall not be subject to reimbursement.

12. Cost of Park Improvements. The cost of constructing the Park Improvements in accordance with the Construction Document is the sole responsibility of the LANDOWNER.

13. Obligations Arising from Agreement. Neither the General Fund, nor any other fund or monies of CITY, including the Neighborhood Park Fee Fund or similar park improvements funds or accounts, shall be utilized for payment of any obligations arising from this Agreement. Neither the Neighborhood Park Fund credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. LANDOWNER's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

14. Maintenance Obligations. Upon completion of the Park Improvements and written acceptance by CITY, LANDOWNER shall deed the Park Improvements to CITY. LANDOWNER shall pay CITY the cost to maintain the Park Improvements for a period of one year, if absorption is less than 75%. In no event shall CITY be responsible for the costs of maintaining the Park Improvements prior to completion of one (1) year starting on the date of project acceptance.

15. Attorney's Fees and Venue. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees. Any action

arising out of this Agreement shall be brought in Placer County, California regardless of where else venue may lie.

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

17. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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

IN WITNESS WHEREOF, the CITY OF ROSEVILLE, a municipal corporation, has 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 LANDOWNER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

JEN CALIFORNIA 15, LLC, a
California limited liability company

BY:  CLAYTON TAYLOR
its: VICE PRESIDENT

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its _____

APPROVED AS TO FORM:

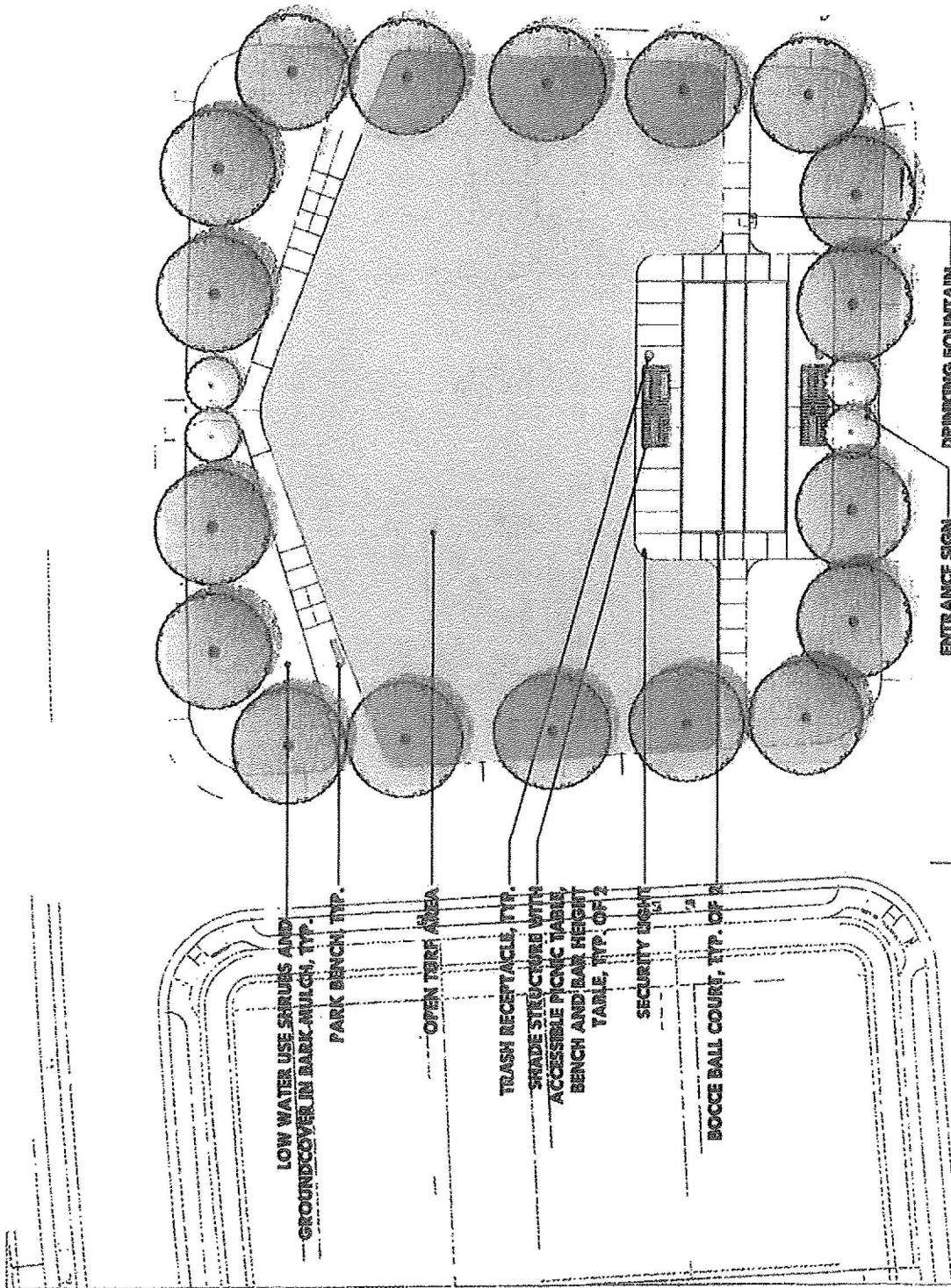
BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
JILL GELLER
Parks, Recreation and Libraries Director

EXHIBIT "A"

APPROVED PARK MASTER PLAN



NORTH

1816200

FEBRUARY 14, 2019

LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORTS PLANNING & DESIGN
10000 E. 10TH AVE., SUITE 100
DENVER, CO 80231
TEL: 303.733.1100
WWW.VERDEDESIGN.COM



VERDE DESIGN

FIDDYMENT PARK 101
MASTER PLAN
ROSEVILLE, CA

ROSEVILLE

EXHIBIT "B"

COMPLETE PROJECT COST ESTIMATE

Fiddymant F-101 Pocket Park
Preliminary Statement of Probable Construction Costs
Park Development Agreement
VERDE DESIGN PROJECT NO. 1818200

7/22/2019
Verde Design Inc.
Completed by JC
Reviewed by CS

Item	Quantity	Unit	Unit Cost	Base Estimate
Site Preparation and Demolition				\$20,657.00
Construction Fencing	850	lf	\$4.00	\$3,400.00
Survey Staking	1	ls	\$4,000.00	\$4,000.00
Stabilized Construction Entry	1	ls	\$1,500.00	\$1,500.00
Filter Roll Barrier	850	lf	\$4.50	\$3,825.00
Concrete Washout	1	ea.	\$1,000.00	\$1,000.00
Misc. Removal	48,637	sf	\$0.05	\$2,431.85
SWPPP Management / Maintenance	1	ls	\$4,500.00	\$4,500.00
Grading				\$53,501.00
Rough/Fine Grading	48,637	sf	\$1.10	\$53,500.70
Drainage and Utility Infrastructure				\$81,925.00
Storm Drainage Connection (Locate and tap to existing 12" stub)	1	ea.	\$10,000.00	\$10,000.00
Storm Drain Solid Wall Pipe - 6"	412	lf	\$45.00	\$18,540.00
Storm Drain Solid Wall Pipe - 4"	237	lf	\$35.00	\$8,295.00
Storm Drain Perforated Pipe and Aggregate - 3"	150	lf	\$55.00	\$8,250.00
Storm Drain Catch Basin/Junction Box	6	ea.	\$2,500.00	\$15,000.00
Storm Drain Cleanout	2	ea.	\$425.00	\$850.00
Domestic Water Connection (Locate and tap to existing 1" meter. Install gate valve and backflow)	1	ea.	\$8,000.00	\$8,000.00
Domestic Water Line - 3/4" PVC SCH 40	65	lf	\$20.00	\$1,300.00
Sanitary Sewer Connection to Existing Stub (Locate 6" Stub)	1	ea.	\$3,500.00	\$3,500.00
Sanitary Sewer Solid Wall Pipe - 4"	194	lf	\$35.00	\$6,790.00
Sanitary Sewer Cleanout	2	ea.	\$500.00	\$1,000.00
Pipe Sleeves	20	lf	\$20.00	\$400.00
Electrical				\$8,000.00
Security Light Pole and Connection to Irrigation Controller	1	ea.	\$8,000.00	\$8,000.00
Hardscape Paving				\$234,467.00
Concrete Paving - Pedestrian Pathways	11,779	sf	\$11.50	\$135,458.50
Bocce Ball Court Construction (8" Raised Curb, side rails, Class II base rock, decomposed granite and Pacific Pearl Infill)	1,976	sf	\$50.00	\$98,800.00
Decomposed Granite	26	sf	\$8.00	\$208.00
Furnishings				\$90,021.00
Trash and Recycling Receptacles	4	ea.	\$2,191.28	\$8,765.12
City Standard Bench	2	ea.	\$1,154.44	\$2,308.88
City Standard Accessible Picnic Tables	2	ea.	\$2,626.40	\$5,252.80
Bar Height Community Table	2	ea.	\$3,218.32	\$6,436.64
Drinking Fountain	1	ea.	\$8,762.88	\$8,762.88
City Standard Park Sign	1	ea.	\$7,749.43	\$7,749.43
City Standard Recycled Water Use Signage	6	ea.	\$750.00	\$4,500.00
Shade Structure	2	ea.	\$23,122.40	\$46,244.80

Irrigation	\$119,807.00
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Irrigation Water Connection (Locate existing 6" recycled water line/2" blow off valve, install 2" water meter per city standard requirements)	1	ls	\$15,000.00	\$16,500.00
Irrigation Contoller	1	ea.	\$15,000.00	\$15,000.00
Flow Sensor	1	ea.	\$950.00	\$950.00
Master Valve	1	ea.	\$750.00	\$750.00
Remote Control Valve with Boxes	14	ea.	\$500.00	\$7,000.00
Quick Coupler Valve with Boxes	5	ea.	\$250.00	\$1,250.00
Gate Valve with Boxes	5	ea.	\$250.00	\$1,250.00
Irrigation Mainline	836	lf	\$12.00	\$10,032.00
Irrigation Lateral Line PVC Purple Pipe	4,405	lf	\$10.00	\$44,050.00
Irrigation Sleeves	170	lf	\$10.00	\$1,700.00
Rotor/MPR Assembly	167	ea.	\$75.00	\$12,525.00
Tree Bubblers (2 Per tree)	44	ea.	\$200.00	\$8,800.00

Planting	\$65,181.00
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Soil Preparation	34,448	sf	\$0.25	\$8,612.00
Hydroseeded Turf	22,353	sf	\$0.20	\$4,470.60
Trees, 24" Box	22	ea.	\$300.00	\$6,600.00
Shrubs and Groundcover	10,281	sf	\$3.50	\$35,982.63
Bark Mulch (3" Depth)	112	cy	\$50.00	\$5,599.54
90 Day Landscape Maintenance	32,634	sf	\$0.12	\$3,916.05

Subtotal for Site Improvements	\$673,559.00
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Mobilization, General Conditions - 8%	\$53,885.00
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Basis for Plancheck Fees	\$727,444.00
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Construction Contingency 10%	\$67,356.00
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Bidding Contingency 5%	\$33,678.00
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Total Estimated Project Construction Costs:	\$828,478.00
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Notes:

- 1) Design Contingency is for further development of design and compensates for unknown elements. We will eliminate as we move to Bid Documents.
- 2) Assumes project is bid competitively utilizing public bidding requirements and prevailing wage rates. Concrete prices reflect developer's quotes on streetscape concrete adjacent to site. May be higher at time of bid.
- 3) Construction Contingency is provided to cover for site conditions and additional work not anticipated for upgrades. Owner has covered this contingency out of another account and is not part of this budget.
- 4) In Providing opinions of probable construction cost, the Client understands that the Landscape Architect has no control over costs or the price of labor equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Landscape Architect's qualifications and experience. The Landscape Architect makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- 5) Construction costs are based on current market prices.
- 6) Current raw material costs are in fluctuation due to global trade variables and may affect unit price at time of bidding.

VERDE DESIGN

2455 The Alameda, Suite 200 Santa Clara, California 95050
T: 408 985 7200 • F: 408 985 7280 verdedesigninc.com

Q:\2018\1818200M - F101 Pocket Park\Construction Estimates\Fiddymnt F-101 Cost Estimate - Park Development Agreement\18x2



COUNCIL COMMUNICATION

CC #: 0875

File #: 1007

Title: Sierra Vista Phase 1B & 1C Infrastructure Project - Deferred Improvement Agreement

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

Meeting Date: 7/15/2020

Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a Deferred Improvement Agreement between the City and Sierra Vista Communities, LLC for the construction of public improvements along the north half of Vista Grande Boulevard from the western property line of KT Village 2, to the eastern property line of KT Village 4, and authorize the City Manager to execute it.

BACKGROUND

On December 10, 2015, the Planning Commission approved the Small Lot Tentative Map (PL13-0096) for Sierra Vista AKT Tentative Subdivision Map, requiring the construction of Vista Grande Boulevard between the limits of the project area. The conditions of approval allow the developer to construct the southern half of Vista Grande Boulevard and allows the developer the ability to enter into a Deferred Improvement Agreement for the northern half of Vista Grande Boulevard. Sierra Vista Communities, LLC is requesting to enter into a Deferred Improvement Agreement for the improvements that make up the north half of Vista Grande Boulevard from the western property line of KT Village 2 to the eastern property line of KT Village 4. These improvements are secured with a bond, in the amount of \$3,635,861.72, and will be paid for by the developer at a future time. This request will have no impact to the City's General Fund.

FISCAL IMPACT

The construction and cost of the deferred improvements are the responsibility of Sierra Vista Communities, LLC, and the improvements are secured with a bond in the amount of \$3,635,861.72. This item will have no impact to the City's General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not

considered a project as defined by CEQA Status §21065 and CEQA State Guidelines §15061(c) (3) and §15378. The Deferred Improvement Agreement for Sierra Vista Phase 1B & 1C Infrastructure meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

David Samuelson, Associate Engineer

Mike Isom, Development Services Director

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. 20-285

DIA Sierra Vista Ph 1B1C

RESOLUTION NO. 20-285

APPROVING A DEFERRED IMPROVEMENT AGREEMENT, BY AND BETWEEN THE
CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Deferred Improvement Agreement regarding the Sierra Vista Phase 1B & 1C Infrastructure project, by and between the City of Roseville and Sierra Vista Communities, 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

RECORDING REQUESTED BY AND WHEN RECORDED,
PLEASE RETURN TO:

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

DEFERRED IMPROVEMENT AGREEMENT

(Project: Sierra Vista Phase 1B & 1C Infrastructure)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____,
by and between the CITY OF ROSEVILLE, a municipal corporation, ("CITY") and
Sierra Vista Communities, LLC, a California limited liability company, ("DEVELOPER"), and

W I T N E S S E T H:

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

5. Security. To secure DEVELOPER's obligations under this Agreement, DEVELOPER shall post a faithful performance security, in a form approved by the City Attorney of CITY, in the amount of Three million, six hundred thirty-five thousand, eight hundred sixty-one dollars and seventy-two cents (\$ 3,635,861.72), which amount is estimated to be one hundred and fifty (150%) percent of the cost of constructing or installing the Deferred Improvements. Such security shall guarantee to CITY faithful performance of this Agreement including all costs and reasonable attorney's fees in compelling such performance, and shall be released by CITY upon CITY's acceptance of the Deferred Improvements.

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

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

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

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

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

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

CITY OF ROSEVILLE:

City of Roseville
311 Vernon St.
Roseville, CA. 95678

DEVELOPER:

Sierra Vista Communities, LLC
1025 Creekside Ridge Drive, Ste. 240
Roseville, CA 95678

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

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

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

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

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

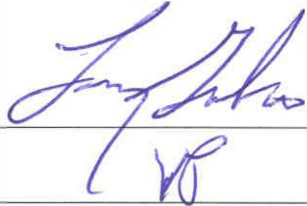
CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

Sierra Vista Communities, LLC,
a California limited liability company

BY: 
its: _____

and

BY: N/A
its: _____

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MIKE ISOM
Development Services Director

ACKNOWLEDGMENT

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

State of California
County of Placer

On June 2, 2020 before me, Rosa Catanzaro, Notary Public
(insert name and title of the officer)

personally appeared Larry Gualco,
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.

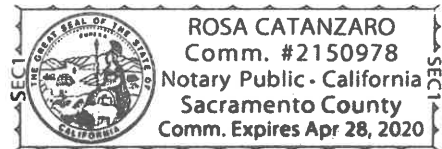
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



"The notary commission extended pursuant to
Executive Order N-63-20"

EXHIBIT “A”

Deferred Improvement Agreement
Sierra Vista Phase 1B & 1C Infrastructure
EN19-0016

Exhibit A
Subject Property

A portion of public right of way measured 7.0' feet south of Vista Grande Boulevard centerline as shown in the Sierra Vista – KT Properties Large Lot Subdivision Map in Book EE of maps page 33 and the IOD/ROW north of said centerline. The east and west boundary limits are an extension of the northern frontage of lots 3, 4 and 5 of the Sierra Vista – KT Properties Large Lot Subdivision Map in Book EE of maps page 33.

EXHIBIT B

Deferred Improvement Agreement
Sierra Vista Phase 1B & 1C Infrastructure
EN19-0016

Exhibit B
Description of Deferred Improvements

The proposed improvements to be deferred are the following:

The northern half street section including grading, median curb, pavement, type 2 curb, gutter and sidewalk, drain inlets, accessible ramps, striping, signage, street lights, landscaping and signal improvements. The remaining traffic signal facilities at the intersection of Vista Grande Boulevard / Westbrook Boulevard and Vista Grande Boulevard / Vista Park Drive as shown in the signal plans prepared by Fehr & Peer and traffic signal conduit at the intersection of Vista Grande Boulevard / Vista Park Drive intersection.

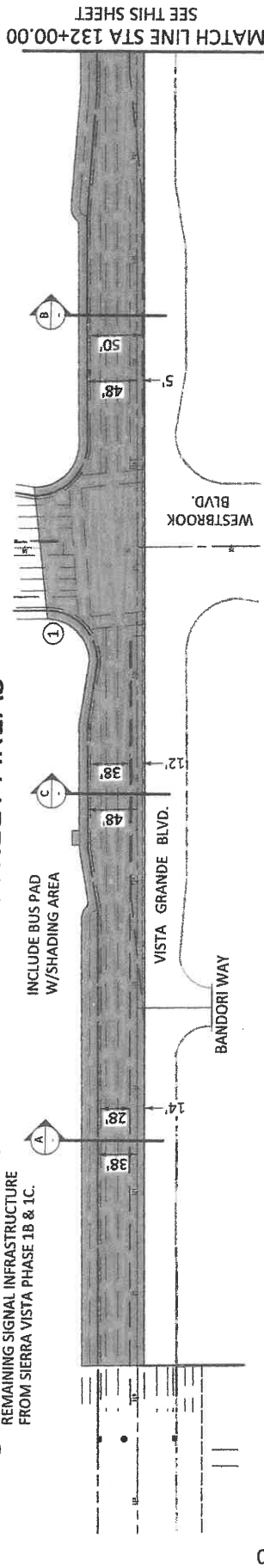
EXHIBIT C

EN 19-0016

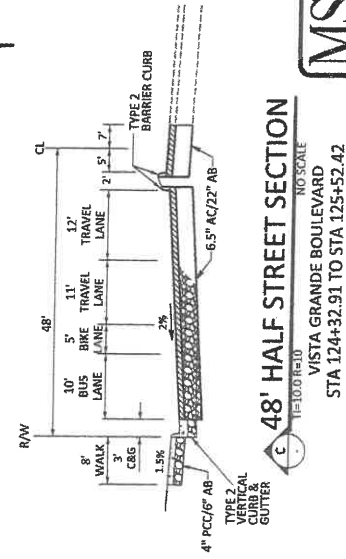
NOTE:

① FULL SIGNAL IMPROVEMENTS INCLUDING REMAINING SIGNAL INFRASTRUCTURE FROM SIERRA VISTA PHASE 1B & 1C.

EXHIBIT "C"
STREET AREAS



Plan view of Vista Grande Blvd showing proposed improvements. The diagram illustrates the road layout with various lane widths and offsets. Key dimensions include 14' offsets at both ends, 28' and 38' lane widths, and a 12' offset in the center. Intersecting streets are labeled: Vista Park Dr. on the left and Chula Way on the right. A north arrow is located at the top left.



48' HALF STREET SECTION
NO SCALE
VISTA GRANDE BOULEVARD
STA 124+32.91 TO STA 125+52.42



EXHIBIT D

Deferred Improvement Agreement
Sierra Vista Westbrook Boulevard Ph. 1B and 1C
Exhibit D
Deferred Improvements Cost Estimate
City of Roseville, California

17-018
01/28/20

Item	Quantity	Unit	Unit Cost	Total Cost
1. Grading				
Clear and Grub	3.8	AC	900.00	3,420.00
Road Excavation	17,289	CY	2.95	51,002.55
Erosion Control	1	LS	20,000.00	20,000.00
			Subtotal =	74,422.55
2. Roadway Facilities				
Type 2 Barrier Curb (Median)	3,060	LF	40.00	122,400.00
Type 2 Curb & Gutter	2,570	LF	30.00	77,100.00
Handicap Ramps w/Truncated Domes	4	EA	1,450.00	5,800.00
4" PCC Sidewalk / 6" AB (Attached)	4,784	SF	7.25	34,684.00
4" PCC Sidewalk / 6" AB (Detached)	15,933	SF	7.25	115,514.25
6.5" AC/ 22" AB	108,420	SF	8.00	867,360.00
Lime Treatment	123,883	SF	1.00	123,883.00
Striping	6,890	LF	3.50	24,115.00
Street Signs	9	EA	695.00	6,255.00
Sidewalk Barricade	6	EA	975.00	5,850.00
Street Barricade	4	EA	1,950.00	7,800.00
Bus Pad	1	EA	1,500.00	1,500.00
Median Landscape	17,825	SF	0.75	13,368.75
			Subtotal =	1,405,630.00
3. Drainage Facilities				
Drop Inlets (Type C)	2	EA	3,950.00	7,900.00
			Subtotal =	7,900.00
4. Traffic Signals				
Vista Grande Blvd/ Westbrook Blvd Intersection				
Trenching	1	LS	19,500.00	19,500.00
Conduit	1	LS	21,400.00	21,400.00
Conductors	1	LS	41,500.00	41,500.00
Pull Boxes	1	LS	10,600.00	10,600.00
Controller/ Cabinets/ Service Equipment	1	LS	31,800.00	31,800.00
Detection	1	LS	36,400.00	36,400.00
Lighting Equipment	1	LS	2,100.00	2,100.00
Signal Standards	1	LS	120,000.00	120,000.00
Singals and Mountings	1	LS	57,500.00	57,500.00
Pedestrian Equipment	1	LS	27,700.00	27,700.00
CCTV Equipment	1	LS	9,000.00	9,000.00
EVP Equipment	1	LS	11,600.00	11,600.00
			Subtotal =	389,100.00
Vista Grande Blvd / Vista Park Drive Intersection				
Trenching	1	LS	19,800.00	19,800.00
Conduit	1	LS	20,200.00	20,200.00
Conductors	1	LS	28,000.00	28,000.00
Pull Boxes	1	LS	10,600.00	10,600.00
Controller/ Cabinets/ Service Equipment	1	LS	31,800.00	31,800.00
Detection	1	LS	20,700.00	20,700.00
Lighting Equipment	1	LS	2,100.00	2,100.00
Signal Standards	1	LS	95,000.00	95,000.00
Singals and Mountings	1	LS	50,400.00	50,400.00
Pedestrian Equipment	1	LS	27,700.00	27,700.00
CCTV Equipment	1	LS	9,000.00	9,000.00
EVP Equipment	1	LS	11,200.00	11,200.00
			Subtotal =	326,500.00

Deferred Improvement Agreement
Sierra Vista Westbrook Boulevard Ph. 1B and 1C
Exhibit D
Deferred Improvements Cost Estimate
City of Roseville, California

17-018
01/28/20

Item	Quantity	Unit	Unit Cost	Total Cost
Subtotal =				2,203,552.55
10% Contingency =				<u>220,355.26</u>
Total =				<u>2,423,907.81</u>

Exclusions:

This estimate does not include costs or fees for the following items:

1. Construction De-Watering
2. Dry Utility Installation or Fees
3. Engineering, Staking, Bonding, Plan Check or Inspection Fees
4. Tree Removal or Mitigation
5. Dry Utility Relocation or Removal
6. Street Lights



COUNCIL COMMUNICATION

CC #: 0882
File #: 0800-06

Title: Tribal Consultation Policy
Contact: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

Meeting Date: 7/15/2020
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution adopting the Tribal Consultation Policy for the City of Roseville.

BACKGROUND

The Planning Division has been overseeing the development of a guidance and policy document for consultation with Native American Tribes (tribes) on City projects. The goal of tribal consultation is to provide a tribe with an opportunity to participate in local land use decisions, for the purpose of protecting or mitigating impacts to tribal cultural resources. Various laws require the City to offer tribal consultation on City projects, and there are many different divisions and departments within the City which take the lead on such projects. The purpose of developing the guidance and policy document was to provide consistency and fairness in the manner in which tribes are consulted with prior to and during project construction, to ensure a consistent application of policies for all City projects, and to exercise responsible management and use of public funds.

The City previously executed a contract with ECORP Consulting, Inc. to have the document prepared by a Registered Professional Archaeologist. The completed document is in two volumes: Volume I Policy (Exhibit A) and Volume II Implementation (Exhibit B). Volume I includes all of the specific procedures and policies that staff would follow and would require City Council action to amend, while Volume II includes flow charts, pertinent legal statutes, and example mitigation measures and could be updated by staff as needed. Key topics covered in Volume I include: when tribal consultation is required and payment for consultation; accommodations for expression of religion; a description of typical mitigation measures, when they might be useful to employ, and how they would typically be carried out; payment for tribal monitors; responses to unanticipated discoveries during construction; and responses to discovering human remains.

As part of the development of the Tribal Consultation Policy, the draft was circulated for review and comment by affected City departments and divisions. In addition, staff undertook extensive outreach with the United Auburn Indian Community of the Auburn Rancheria (UAIC). UAIC staff reviewed two drafts of the Tribal Consultation Policy, and while agreement was not reached on all

points, many changes were made to accommodate UAIC concerns and requests. Ultimately, the two key points of disagreement are: the pay rate for tribal monitoring and the cost of interim storage and processing of remains from burial sites. A letter of concern from the UAIC is included as Attachment 1.

The UAIC has expressed concerns that the pay rate the City proposes to use—which is the rate published by Caltrans—is too low. The City Attorney’s office has indicated that the City is legally obligated to spend no more than is required. As a state entity, the Caltrans rate is legally “deemed reasonable” and thus the City can rely on it. In order to adopt a different rate, the City would need to undertake a pay rate study at the City’s cost, which was determined to be infeasible.

The UAIC has also indicated that when an ancestor is disinterred by construction, activities such as wrapping, blessing, and otherwise processing the remains is part of UAIC established principals and protocols, and the costs for this should be paid by the City. In their letter, the UAIC indicates they process the remains in order to document and file this information along with the reinterment location with the Native American Heritage Commission Sacred Lands File. However, these steps are not legally required upon finding human remains which are tribally affiliated. The City Attorney’s office indicates that, fundamentally, the City is responsible for returning any remains in the physical condition in which they were found, and cannot expend City funds on religious ceremony or other such activities that are not required. While the City will not cover the costs, the policy clearly states that the City will not stand in the way of religious or cultural expression, and will provide additional time and access for the tribe to complete any additional activities.

The Tribal Consultation Policy is for City projects which rely on public funds, so it is important to note that the above policies on payment for monitoring and reinterment would not apply to private development projects. For private development projects, payment for monitoring and the level of treatment/payment for reburial of remains would be determined through consultation on a case-by-case basis.

FISCAL IMPACT

The document includes policies related to expenditure of City funds on City construction projects. However, these are not new expenses resulting from the policy; these are expenses which are already incurred from time to time as a result of compliance with existing state laws. The policy document merely formalizes the process City staff will use when such expenses are incurred. The policy will not have a negative impact on the City’s General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The Tribal Consultation Policy establishes internal policy for City staff with regard to existing tribal consultation laws. The policy does not establish a new law, regulation or ordinance; it establishes the internal procedures for City projects with respect to existing laws. Therefore, the Tribal Consultation Policy meets the above CEQA criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Lauren Hocker, Senior Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 United Auburn Indian Community Comments

Resolution No. 20-294

Exhibit A Tribal Consultation Policy Volume I

Exhibit B Tribal Consultation Policy Volume II



MIWOK United Auburn Indian Community
MAIDU of the Auburn Rancheria

Gene Whitehouse
Chairman

John L. Williams
Vice Chairman

Calvin Moman
Secretary

Jason Camp
Treasurer

Gabe Cayton
Council Member

August 21, 2019

To the City of Roseville,

Subject: Objection to the Adoption of the Internal Guidance for Management of Tribal Cultural Resources and Consultation, Volume I: Policy, City of Roseville

This letter is sent on behalf of the United Auburn Indian Community (UAIC) of the Auburn Rancheria. It is based upon data gathered by UAIC, project records, and consultations between tribes and agencies.

Please know that UAIC does not object to the City or Roseville (City) establishing the *Internal Guidance for Management of Tribal Cultural Resources and Consultation* (Guide) Nor is the tribe interested in fomenting discontent between the agency, the community and tribes. To reiterate my communication to City on August 6, 2019, UAIC respectfully requests the City remove the following sections of the Guide. It is our sincere hope that further productive discussions between the parties may result in revisions that more fully take into account tribal concerns.

Section 3.1 - Policy of Payment for Tribal Participation During Construction: *As of the date of this publication, the Maximum Actual Hourly Rate paid for a Tribal Monitor is \$27.00 per hour.*

Tribal monitor rates for the region vary from \$50 an hour to \$100 an hour. At our recent California SHPO/THPO conference, Caltrans confirmed that their \$27 per hour rate is arbitrary, and is not policy driven. From our perspective, this rate is punitive, and does not reflect the professionalism and skills of our Tribal Monitors. UAIC can provide more specific rates that vary with agencies at your request.

Section 3.3 - Policy of Payment for Unanticipated Discovery Response:

The City will not compensate or reimburse for the processing of remains or reburial using methods that cannot be reasonably ascertained from the discovery. For example, if the remains were encountered as a cremation, the City will not pay for the cost of reintering the cremains in wooden boxes or with other materials, as doing so would not be returning them to their original form at the time of discovery.

Scenario 1, 2, 3 and 4:

The City will not be financially responsible for religious ceremony, ritual, or blessing; wrapping, padding, or similar preparation; wooden boxes or vessels; or space for interim storage or processing.

The UAIC has established principles and protocols for the respectful treatment of human remains, associated grave offerings, and the soil matrix surrounding the burial. This also includes

the treatment of isolated or disarticulated human bones and cremations. These protocols are established in addition to the provisions included in Public Resources Code (PRC) 5097.94, 5097.98, 5097.99, 5097.991 and the California Health and Safety Code 7050.5 and 7054 as well as the Native American Graves Protection and Repatriation Act, 1990 (NAGPRA), 25 USC 3001-3013.

When a burial or human remains is identified during a City project, and those remains must be removed, we feel that it is the financial responsibility of the agency to whom unintentionally or intentionally exhumed the human remains to ensure that they are treated and reinterred with appropriate dignity and respect. This includes the processing, preparation, and temporary storage of the human remains, and providing a location and excavation for the reinternment.

In addition to UAIC's established protocols for the respectful treatment of human remains, it is the UAIC's responsibility to keep a list of all the recovered items, including burials, burial objects, burial soils, or sacred objects and to file the recorded reinternment location within 30 days of the project completion with the Native American Heritage Commission Sacred Lands File. UAIC has professional archaeologists on staff, and we confirm that information gathered during the processing and preparation of human remains and associated artifacts meets general standards for archaeological inquiry. We can share much of this gathered information. The UAIC also will prepare a standard archaeological and burial report that describes the methods and results of the construction-related burial identification and recovery efforts.

For further information on our definitions and protocols, attached is an example of a recent Burial Treatment Agreement.

Attachment

Burial Treatment Agreement: Native American Monitoring; Cemetery and Sacred Site Identification; and Burial Recovery, Disposition and Treatment Plan For The Sutter County Portion Of The Feather River West Levee Project

1. Purpose

This Burial Treatment Agreement is drafted pursuant to Cal. Public Resources Code §§ 5097.94(l), 5097.98(b), and 5097.99(a) between the United Auburn Indian Community (“UAIC” or the “Tribe”) and the Sutter Butte Flood Control Agency (“SBFCA” or the “Agency”), collectively (“Parties”). UAIC has been designated by the Native American Heritage Commission (“NAHC”) as the Most Likely Descendant Under PRC § 5097.98(a) for Native American human remains discovered in the Sutter County portions of the Feather River West Levee Project (“Project”). SBFCA is the current, but temporary, majority landowner for the Project. Other landowners include Levee District 1, the State of California, and private parties. This Agreement is binding between the Parties, adopted to ensure compliance with the Public Resources Code and as part of a comprehensive settlement between the Parties stemming from the NAHC’s investigation and enforcement proceedings. This Agreement is Attachment C to the Cultural Resources Treatment Agreement, which is Exhibit 2 to the Settlement Agreement between SBFCA and UAIC. This Agreement is intended to satisfy the NAHC’s Mitigation Measure No. 4, to the extent that it applies to this Project.

The purpose of this Agreement is to establish appropriate procedures and guidelines to be implemented upon discovery, removal, or transportation of Native American Burials, Burial Objects, Burial Soil, and Sacred Objects encountered during Project and Project-Related Activities in the Sutter County portions of the Project. This includes a process for identifying Cemeteries, Sacred Sites, and Sacred Structures so that these areas may be avoided or so that Project Activities may be altered in order to minimize any and all negative impacts and damages to such areas. This Agreement provides definitions for Direct Area of Potential Effect (Direct APE), Burials, Burial Objects, Burial Soil, Cemeteries, Cemetery Boundaries, Individual Human Bone, Midden Soil, Sacred Objects, Sacred Sites and Structures. This Agreement identifies protocols for identification, Burial recovery, Burial disposition, and dispute resolution, as well as roles and responsibilities of Tribal Monitors and UAIC representatives in this process. These protocols include access to Cemeteries, Sacred Sites, and the Project area.

The monitoring and identification of items that are not Burials, Burial Objects, Burial Soil, Sacred Objects, or Sacred Sites and Structures is addressed in the Cultural Resources Treatment Agreement. Treatment of these tribal and non-tribal cultural items is guided by applicable state law, as well as the Programmatic Agreement, Historic Properties Treatment

Plan, and Resource Specific Treatment Plans, which comply with Section 106 of the National Historic Preservation Act.

This Agreement is intended as part of a comprehensive settlement that will resolve all claims stemming from the NAHC's investigation and enforcement proceedings and that will address the NAHC's required mitigation measures.

2. Definitions

These definitions identify the values and nature of objects and places according to the traditional religious and cultural values of UAIC. Where the definitions correspond to definitions in relevant state or federal law and corresponding regulations and policy, the relationships are noted. UAIC, in consultation with the appropriate decision making authority, will identify any Cemetery, Burial, Burial Object, Burial Soil, Sacred Object, Sacred Site or Structure, according to the definitions in this section.

A. Direct Area of Potential Effect (APE): As defined in this Agreement, a Direct APE is a location that will necessitate ground disturbance to the existing levee or any part of the Project area and directly impact a Cemetery, Burial, Burial Object, Burial Soil, Sacred Object, or Sacred Site or Structure. The Direct APE is the area that potentially would be directly and physically impacted by the Project. Typically, this is the right of way that will be used for the Project, plus any ancillary areas subject to Project-related ground-disturbing activities, such as slope and drainage easements, storm water detention basins, off-site biological mitigation sites requiring ground disturbance, mandatory borrow and disposal sites, construction easements, utility relocations, access roads, and equipment storage areas. The Direct APE also includes grubbing areas, the horizontal and vertical footprint of the slurry wall, the cut off trench footprint running down the centerline of the existing levee, and levee rebuild areas. It is important to determine the complete and exact horizontal and vertical Direct APE and carry out an appropriate Burial recovery plan in order to avoid impacts to Burials. Avoidance and preservation in place are always the preferred treatment option, but if this cannot be achieved after consultation and a good faith effort, then recovery, interim storage, and immediate reinterment with dignity in a culturally-appropriate manner is the last option. UAIC believes that the removal or relocation of Burials, Burial Objects, Burial Soils, Sacred Objects and Sacred Structures is an adverse effect under Section 106 of the NHPA. SBFCA agrees to refrain from dissenting and will consider supporting the Tribe when UAIC advocates for appropriate mitigation when such adverse effects may be proposed or caused.

B. Burial: The physical remains of the body of a person of Native American ancestry, including Burial Soil and Individual or "Isolated" Human Bone. Human remains, as defined by for example CalNAGPRA or NAGPRA,¹ are a type of Burial. Human remains, as defined by California Public Resources Code 5097.98,² are a type of Burial

¹ "The physical remains of the body of a person of Native American ancestry." 43 CFR 10.2 (d)(1).

² "Human remains of a Native American may be an inhumation or cremation, and in any state of decomposition or

and may be in any state of decomposition or skeletal completeness and may have Burial Objects associated with them. In addition, UAIC and SBFCA agree for the purpose of this Project that this definition includes those that may have been moved.

C. Burial Object: Objects that, as a part of the death rite or ceremony, are placed with a Burial or in a Cemetery either at the time of death or later. This includes structures that make up a Cemetery, such as houses or roundhouses. Associated and unassociated funerary objects, as defined by for example CalNAGPRA or NAGPRA,^{3 4} are a type of Burial Object. Associated grave goods, as described by California Public Resources Code 5097.98,⁵ are a type of Burial Object. Native American Artifacts taken from a grave or cairn, as described in California Public Resources Code 5097.99 are a type of Burial Object. Associated Grave Artifacts, as described in California Public Resources Code 5097.991, are a type of Burial Object. UAIC policy is that Burial Objects may be associated with Burials and Burial Soils even if they are not in situ. Practically speaking, it may be difficult to identify what qualifies as associated Burial Objects given the disturbed nature of many Burials within the Sutter County portion of the FRWLP. Accordingly, Tribal Monitors or UAIC Representatives have the sole authority to identify Burial Objects when they are encountered, including during construction.

D. Burial Soil: Burial Soil is also a category of Burial. Because UAIC mortuary practices such as cremation led to the creation of a grave soil matrix, it may be appropriate to recover the Burial Soil from a Cemetery, but only if avoidance is not possible after consultation with UAIC and a good faith effort. In addition, Burial Soil may contain decomposed soft tissue and bodily fluids. Burial Soil can be created by mortuary traditions that include cremation, natural taphonomic processes like soil erosion, burrowing rodents, or prehistoric, historic, and contemporary human disturbance of a Burial. A Tribal Monitor or UAIC representative has the authority to identify Burial Soil matrix, even if no diagnostic human bones are present. Burial Soil is often dark soil, with extensive fragmented abalone and shell. This soil can sometimes be distinguished from Midden Soil by the extensive presence of abalone and shell. This layer is created when relatives return to a Burial site to “decorate” graves or leave offerings, and so this layer is normally present above and around the roundhouse floor. During Burial recovery, this layer will normally be encountered before the roundhouse floor. Any items in this layer, as well as the soil itself, constitute Burial Objects since

skeletal completeness.” Cal. Public Resources Code § 5097.98(d)(1).

³ “Associated Funerary Objects: Objects that, as a part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later, ... except that other items exclusively made for burial purposes or to contain human remains shall be considered as associated funerary objects.” 25 U.S.C. § 3001 (3)(A).

⁴ “Unassociated Funerary Objects: Objects that, as a part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later” 25 U.S.C. § 3001 (3)(B).

⁵ “Any items associated with the human remains that are placed or buried with the Native American human remains are to be treated in the same manner as the remains, but do not by themselves constitute human remains.” Cal. Public Resources Code § 5097.98(d)(2).

the charcoal, objects and shell are deposited as part of the death rites and subsequent ceremonies associated with the Cemetery. Again, it may be difficult to identify what qualifies as Burial Soil given the disturbed nature of many Burials within the Sutter County portion of the FRWLP. Accordingly, Tribal Monitors or UAIC representatives have the sole authority to identify Burial Soil when it is encountered, including during construction.

- E. Cemetery:** An area that contains Native American Burials. In Miwok and Nisenan-Maidu culture, after the death of a headman, the roundhouse was burned down to create a Burial area. This means that village sites often became Cemeteries and that roundhouse and household sites are often part of Cemeteries. Cemeteries include areas where Burials, Burial caches, and objects were placed during household dedications such as birth and renewal, ancestor veneration, termination rituals, and mortuary customs. This is often characterized stratigraphically by roundhouse and household floors with an ash or charcoal lens, caused by the burning of the roundhouse or household. Like the soil above the roundhouse or household floor, the roundhouse or household floor is a Burial Object, since it is associated with the Burial as part of the death rite or ceremony by which the Burial was deposited (*i.e.*, the burning of the roundhouse or household floor). Sanctified Cemetery sites, as described in California Public Resources Code 5097.9, 5097.94 and 5097.97 are a type of Cemetery. Cemeteries may be marked (such as by one or more stones), but more often than not are unmarked. While archaeologists consider an archaeological site to lack integrity if it is disturbed or out of context, a Cemetery still has integrity, even if it is disturbed. While the Parties believe that disturbing a Cemetery is an adverse effect under Section 106 of the NHPA and disturbance is never advocated by UAIC, resource integrity may be improved by returning Burial Soil, Burial Objects and Burials to the Cemetery, if they are returned with appropriate dignity by designated Tribal Monitors.
- F. Cemetery Boundary:** The definition of a Cemetery Boundary includes a horizontal distance in all directions and a vertical distance that includes the Burials, Burial Objects or Sacred Objects that make up the Cemetery. As a default boundary for the purpose of this Agreement, Cemetery Boundaries also include a buffer of 100 feet, horizontally, from the most outlying Sacred Object, Burial Object or Burial. Use of a buffer will provide more protection to the Cemetery and decrease the risk of inadvertent damage to the Cemetery. This Boundary also includes a 5-foot buffer, vertically, from the most outlying Sacred Object, Burial Object or Burial. Cemetery Boundaries must be updated when additional Sacred Objects, Burial Objects or Burials are discovered. In order to accommodate Project design changes to reduce or avoid impacts, the buffers cited herein may be expanded, relocated, or reduced on a case-by-case basis as recommended by Tribal Monitors and approved by UAIC representatives.
- G. Individual or "Isolated" Human Bone:** Individual or "Isolated" Human Bone is a category of Burial. Also called disarticulated human bone, isolated human remains, an isolate, or ISO for short, it means a single human bone element or element fragment (*e.g.*, a tooth, cranial fragment, metatarsal) found disassociated from the rest of the skeleton. The presence of an Individual Human Bone may indicate that a site is a Cemetery. Isolated Human Bones are common cultural constituents at Cemetery Sites.

They usually indicate that other human remains are nearby. Their disassociation from the rest of the skeleton can be caused by any number of factors, including but not limited to, mortuary traditions like cremation, natural taphonomic processes like soil erosion, burrowing rodents, or prehistoric, historic, and contemporary human disturbance of a Burial. Individual bones continue to have cultural value to UAIC and when found in proximity to cremation ash, Burial Soil, and Burial Objects can indicate the presence of a Cemetery.

- H. Midden Soil:** Midden Soil is an archaeological term used to describe the color, quality, and texture of dirt and its micro-constituents (*i.e.*, shell, bone, ash, pebbles, clay, artifacts, wood and other organics) that have accumulated from years of human occupation at a particular location. Also called anthropogenic soil, Midden Soil usually takes on a deep black, brown, or grey appearance. The color, quality, and texture of the soils is primarily the result of decomposing organics (*e.g.*, grease from subsistence waste) and it is often readily identifiable relative to the soil that surrounds an occupation site. Burial Soil is often mistakenly identified by archaeologists and others as Midden Soil. Any soil that is preliminarily identified as Midden Soil should be reviewed by a qualified Tribal Monitor to determine whether it is actually Burial Soil.
- I. Sacred Object:** Specific ceremonial objects which are needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present day adherents. This includes sacred structures, such as roundhouses and the objects contained in such structures. Sacred Objects as defined in this Agreement include Sacred Objects as defined in NAGPRA.⁶
- J. Sacred Site or Structure:** Sites that are or were used by traditional Native American religious leaders for the practice of traditional Native American religions by their present day adherents. This includes sites that contain sacred structures, such as roundhouses, sanctified Cemeteries, sites that have been disturbed, and sites that contain reburials. Sacred sites also include places of worship, religious or ceremonial sites, and sacred shrines.
- K. Sacred Site Boundary:** The boundary of a Sacred Site encompasses a horizontal distance in all directions and a vertical distance that includes the Sacred Objects that make up the Sacred Site. In addition to the presence of material objects, the boundary of a Sacred Site may also include places of worship or religious significance or ceremonial sites. Sacred Site Boundaries also include a buffer of at least 300 feet, horizontally, from the most outlying Sacred Object or Place. Sacred Site Boundaries must also include a buffer of at least 15 feet, vertically, from the most outlying Sacred Object, Site, or Structure. Use of a buffer will provide more protection to the Sacred Site and decrease the risk of inadvertently damaging it. The Boundary of a Sacred Site or Cemetery must be updated when additional Sacred Objects or Sacred Structures are discovered.

⁶ “Sacred Objects: Specific ceremonial objects which are needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present day adherents.” 25 U.S.C. § 3001 (3)(C).

4. Agreement Principles and Protocols

A. Respect for Burials and Cemeteries

It is paramount that Burials and Cemeteries be treated with the dignity and respect that they are due as the final resting place for human beings, the ancestors of the UAIC. All people present during the recovery of human remains must conduct themselves in a professional manner. No jokes or other antics pertaining to the Burial will be tolerated. Nor will other inappropriate behavior while in the presence of the Burials such as loud music, smoking, working under the influence of drugs or alcohol, or eating lunch. SBFCA will use its best efforts to instill a sense of appropriate respect for Burials and Cemeteries in its construction contractors, and will educate its workers about the proper level of respect as a part of the Cultural Sensitivity Training to be developed jointly by SBFCA and UAIC. Offending personnel who engage in egregious behavior must be immediately removed from the site upon the notification of the authorized SBFCA representative and must not be allowed to work in the presence of Burials or Cemeteries for the duration of the Project.

B. Non-Intentional Disturbances of Burials, Burial Objects, Burial Soil, Cemeteries, Sacred Objects, and Sacred Sites and Structures

Unless authorized by UAIC, SBFCA, its employees, agents, contractors, subcontractors, or consultants shall not purposely (1) search for, (2) disturb, or (3) excavate Burials, Burial Objects, Burial Soil, Cemeteries, Sacred Objects, or Sacred Sites and Structures. Such areas or objects may be unintentionally encountered during the course of ground disturbance. If this occurs, work must be stopped in the Project Area for 100 feet in all directions from the disturbance. Work may not resume in this area until it has been authorized by the UAIC. Such authorization shall not be unreasonably withheld by UAIC, and UAIC shall provide a plan for work to resume within two business days of the unintentional disturbance. The parties acknowledge that the plan may require SBFCA to consider and provide information regarding possible design alternatives. If premature work resumption occurs after an intentional or non-intentional disturbance, it will be considered to be a violation of this Agreement. A disturbance cannot be considered unintentional unless UAIC was allowed to conduct a meaningful pedestrian survey of the site with reasonable supporting equipment before the site was disturbed.

C. Preservation In Situ Preferred

SBFCA, its employees, agents, contractors, subcontractors, and consultants understand that preservation of Burials in situ is always preferred whenever possible. Therefore, Burials observed or encountered that are outside the Direct APE will be left in place and avoided whenever possible, unless the Tribal Monitor or UAIC representative believes that such Burials, Burial Soils, or Burial Objects may be damaged, disturbed or desecrated by Project activities if left in place. If a Tribal Monitor or UAIC representative recommends that Burials, Burial Soils, or Burial Objects in the Direct APE should be recovered, then they will be recovered. Incidents where requested recovery does not occur will be considered violations of this Agreement.

D. Temporary Capping Measure to Preserve the Integrity of Exposed Cemeteries or Cultural Areas Pending Formal Treatment

If UAIC requests it, temporary protection must be provided to Cemeteries, Burials, Burial Objects, Burial Soil, Sacred Objects, and Sacred Sites and Structures within the Direct APE or exposed by Project-related activities during Project construction. These procedures must be undertaken where there is the potential for construction activities to damage the sites. The limits of the area to be capped with clean fill will be demarcated in the field by a Tribal Monitor in consultation with an SBFCA representative. Only fill material that is approved by UAIC and SBFCA may be used. SBFCA shall provide UAIC with a list of any proposed fill or capping material prior to any capping activity for approval. The Site Boundaries must be documented on the corresponding Contract plan sheet. UAIC may also request that 24 hour security/7 days a week be provided to secure the area until the site is capped. Such requests will be honored by SBFCA. Failure to use approved fill material, properly and descriptively document Site Boundaries, or provide appropriate security upon request is a violation of this Agreement.

Any Burials, Burial Soil, Burial Objects or Sacred Objects observed on the surface within the capping limits must be documented and preserved in place, recovered and immediately reburied, or if necessary, temporarily stored in a secure container for their safety until reburied. Tribal Monitors will periodically monitor the integrity of the cap until it is removed. Any deficiency in the cap will be promptly communicated to SBFCA, which must take corrective action within 48 hours. Removal of the cap, if necessary, will be done with an excavator and hand crew or by another method approved by UAIC or the Tribal Monitor. SBFCA will use its best efforts to remove the cap material without damaging the resource below. SBFCA agrees to cap a site within 72 hours of reaching agreement with UAIC on the appropriate capping material. SBFCA shall not remove a site cap without authorization from UAIC.

E. Treatment and Disposition of Spoil Piles Containing Burials, Burial Soil, Burial Objects, or Sacred Objects

Ground disturbing Project activities and on-site construction activities including but not limited to slurry ponds, slurry wall containment areas, pipe relocation work, gate and fence installation, verification drilling, tree removal and relocation, utility and underground infrastructure removal and relocation, grubbing, levee degrade, and key trench construction all have high potential to expose excavated soil that contains Burials, Burial Soil, Burial Objects, or Sacred Objects. Ground disturbing activities, or even simply vehicular traffic, within Cemetery Site Boundaries may stockpile excavated soil piles known to be culturally sensitive. When any Burials, Burial Soil, Burial Objects, or Sacred Objects are found in excavated soil, immediate work stoppage and consultation with the UAIC representatives and Tribal Monitors is required to determine the proper treatment and disposition of the Burials, Burial Soil, Burial Objects, and Sacred Objects. SBFCA is responsible for the production of a stand-alone report that describes the agreed-upon treatment and disposition of spoils containing Burials, Burial Soil, Burial Objects, or Sacred Objects. UAIC will file the report and the final location of the spoils material with the NAHC. Failure to properly treat spoils piles

is a violation of this Agreement.

F. Burial Recovery Methods and Protocols

If avoidance cannot occur, Burial recovery will be limited to the immediate area surrounding the horizontal and vertical outer limits of the interment (typically 50 to 100 cm in all directions). Once the outer limit of the Burial is defined, the Burial and surrounding and associated Burial Objects and Burial Soils must be collected for reburial.

In general, Burial Recovery, when it is necessitated, should consist of bulk, intact removal of Burials with minimal disturbance to the Burials and any associated Burial Soils or Burial Objects. Metal sheets will be used to help pedestal and remove the burial whenever possible. Everything will be done to preserve the placement of the Burial. Appropriate containers are rectangular wooden boxes that can store such bulk Burials. Excavation will be conducted by a backhoe with a 24-inch bucket and a flat blade. This configuration causes less damage and handling to Burials, Burial Soils and Burial Objects, and creates a cleaner surface for the Monitors to observe. The operator can remove sediment in approximately 10 cm levels if needed. The backhoe operator can proceed slowly enough so that a Tribal Monitor can observe the work and stop the operator if necessary.

If Burials, Burial Soils or Burial Objects are found in excavated soil, excavations, spoils piles, sidewalls or trench floor during mechanical excavation of the Direct APE trench by a Tribal Monitor, the Monitor may halt the excavator and search the immediate area in close proximity (*i.e.*, 3-6 feet) to determine if Burials, Burial Soils or Burial Objects are present. If no additional Burials, Burial Soils or Burial Objects are discovered, the initially discovered Burials, Burial Soils or Burial Objects will be recovered in a paper bag or bucket and labeled as Burials, Burial Soils or Burial Objects with the date, location, and the name of the Monitor present. If recommended by the Monitor, other objects will also be recovered in paper bags labeled with the date, location, and the name of the Monitor present. If a Burial, Burial Soil or Burial Object is discovered, an approved Archaeologist⁷, assisted by a Tribal Monitor, will begin to define the limits of the Burial feature with hand tools and the backhoe operator can be redirected to another location. Project redesign or adjustment may occur to accommodate features and any buffer. A safe distance of at least 15 to 20 feet should be allowed between the location of a Burial or Cemetery and the resumption of backhoe trenching. If the Tribal Monitor feels it is appropriate, they may request that Burial Soils be diverted to the side of the Direct APE or other measures as necessary, so that Tribal Monitors may supervise the respectful and appropriate recovery of any Burials, Burial Soils or Cultural Objects. This will allow work to resume within the Direct APE, while permitting sufficient time for respectful recovery.

Once the Burial or Cemetery has been identified, an approved Archaeologist, with a Tribal

⁷ An approved archaeologist is defined herein and throughout as one that meets the Secretary of the Interior's Professional Qualifications Standards for archaeology as codified in 36 CFR Part 61.

Monitor's assistance, will use a Burial record form to note the nature of the Burial that is present. The completed form will be provided to the THPO who may review and edit the form before it is finalized. When possible, all elements of the Burial will be removed in bulk, placed in an appropriate storage container, and labeled with a unique ID number, provenience (i.e., Cemetery designation), the date, and the name of the Monitor who supervised the Burial recovery. All recovery containers will be noted on the Burial form and moved to a temporary storage area at the end of the day. SBFCA shall provide staff and vehicles to assist with this movement at the end of the day or at other appropriate intervals. An approved Archaeologist and Tribal Monitor must be present any time Burials, Burial Soils, Burial Objects, or Sacred Objects are being moved. The containers will be temporarily stored in a secured area as specified in the *Temporary Storage* sub-heading.

If a Burial extends into a sidewall but is still at least partially within the Direct APE, a backhoe with flat-blade bucket, or other non-destructive method, will be used to carefully remove overlying sediment in 10 cm lifts until the level above the Burial is reached. Controlled hand excavations may also be used if requested by the Tribal Monitor. If more Burials are discovered during this process, the Tribal Monitor will determine whether or not these additional discoveries should also be removed or Project redesign requested. Once a Burial is identified, every effort will be made to remove all of the Burials, Burial Objects, and associated Burial Soil together in anticipation of reburial of the whole individual. Burial recovery should begin as soon as possible, following discovery. Failure to follow the Burial Recovery Methods and Protocol described in this section is a violation of the Agreement.

G. Field/Laboratory Analysis Methods

No scientific handling, testing, or field or laboratory analysis may be conducted on any Burials, Burial Objects, Burial Soils, Cemeteries, Sacred Objects, and Sacred Sites and Structures without the UAIC Tribal Council's prior written consent and UAIC involvement in the development of the research design and approach.

H. Experienced Burial Excavators

SBFCA archaeologists and contractors supervising and conducting burial excavations must have thorough training and experience, a working knowledge of skeletal anatomy, and a demonstrated knowledge of Native California prehistoric burial practices. The primary archaeological consultant will be responsible for providing up-to-date resumes for all field personnel on request.

I. Native American Involvement

Two hard copies and an electronic copy of any draft or final documents, maps, project maps, reports or other information related to Native American cultural resources must be provided to the Tribe for review and comment (draft reports) and for the Tribe's group files (final reports). UAIC must also be invited to participate in the development of all Project-related cultural resources plans, agreements, and documents for those portions of the Project where UAIC is the designated MLD. This includes being invited to participate in planning meetings, field visits, meetings, and telephone calls for those portions of the Project where UAIC is the designated MLD that discuss Burials, Burial

Objects, Burial Soils, Cemeteries, Sacred Objects, or Sacred Sites and Structures that SBFCA is or should be aware of. Failure to invite UAIC to participate in such meetings or the development of such documents or to provide relevant documents to UAIC is a violation of this Agreement.

Ensuring Sufficient UAIC Tribal Monitors

UAIC representatives must be consulted before ground disturbing activities begin and Tribal Monitors must be allowed during each phase of the construction sequence, which includes levee topsoil removal (stripping or grubbing), levee degrade, cutoff trench degrade, backfill of the cutoff trench with Type 1 material, installation of the cutoff wall, levee rebuild, installation of slurry ponds, and closeout activities. At least one UAIC Tribal Monitor must be present for every piece of excavation machinery, auger or boring team, testing crew, Burial exposure, archaeological testing team, and previously identified Cemetery, or Sacred Site or Structure during construction activities, Burial recovery or archaeological excavation. At least one UAIC Tribal Monitor must be present for each major construction heading (*i.e.*, each group of construction equipment that is working along the levee), unless otherwise recommended by UAIC, because Burials, Burial Soils, Burial Objects, Sacred Objects, Sacred Sites and Structures are often present outside of recorded or known Site Boundaries, due to prior disturbance or unanticipated discovery. The Monitor shall recommend the appropriate avoidance or recovery methods for Burials, Burial Soils, Burial Objects, Sacred Objects, Sacred Sites and Structures. The Monitor shall also observe and record any incidents or failures to follow this Agreement. All surveys that seek to identify historical resources or historic properties must include a Tribal Monitor so that Burials, Burial Soils, Burial Objects, Cemeteries, Sacred Objects, and Sacred Sites and Structures can be identified and an effort can be made to avoid damages to these sites thereby necessitating fewer Burial recoveries and work stoppages.

Burials, Burial Objects, Burial Soil, Cemeteries, Sacred Objects, and Sacred Sites and Structures Identification

UAIC Tribal Monitors have the authority to identify Burials, Burial Objects, Burial Soils, Cemeteries, Sacred Objects, and Sacred Sites and Structures. Archaeologists do not have the authority or qualification to identify such objects or areas on behalf of UAIC, nor do they have the authority to state that an object is not a Burial, Burial Object, Burial Soil, or Sacred Object or that a site is not a Cemetery, Structure or Sacred Site. A SBFCA representative may request additional information, or notify UAIC if they disagree with decisions made by a Tribal Monitor. Every time potential Human Remains are discovered, California's process for identification and notification must be followed. If the remains are suspected to be Human, SBFCA will notify the Coroner who will determine if the remains are Native American. If determined to be Native American, the coroner will notify the NAHC. Given the Project history and the prior designation of UAIC as the MLD in Sutter County, SBFCA will notify UAIC in writing of any such discoveries in Sutter County within 24 hours of notifying the Coroner. Failure to respect a UAIC Tribal Monitor's determination that something is a Burial, Burial Object, Burial Soil, Cemetery, Sacred

Object, or Sacred Site or Structure, or to notify UAIC if potential Human Remains are discovered, is a violation of this Agreement.

Burial, Burial Object, Burial Soils, or Sacred Object Recovery

UAIC Tribal Monitors have the authority to recover, or request that a Project archaeologist recover, any Burial, Burial Object, Burial Soils, or Sacred Object. If any individual recovers, or has in their possession, Burials, Burial Objects, Burial Soil, or Sacred Objects and a Tribal Monitor is not present or has not recommended such recovery, then the incident will be reported to the UAIC. The UAIC may report the incident to the NAHC as authorized by state law. No construction activities may occur within 100 feet of a recovery area. No archaeological staff may be knowingly present within 100 feet of a recovery area, unless requested by a Tribal Monitor or UAIC representative.

Request to Stop Work

Tribal Monitors and UAIC representatives have the authority to request that work be stopped, diverted or slowed if they identify Burials, Burial Objects, Burial Soil, Cemeteries, Sacred Objects, or Sacred Sites and Structures, within the Direct APE. No construction activities may occur within 100 feet of a stop work area. SBFCA will honor all reasonable requests by a Tribal Monitor or UAIC representative to stop work for 48 hours, or until UAIC representatives have provided a reasonable path for work to resume, whichever occurs first. Failure to stop work as requested by a UAIC Tribal Monitor or UAIC representative is a violation of this Agreement.

Temporary Storage

Secure storage locations or containers of adequate size must be set aside exclusively for Burials, Burial Objects, Burial Soil, and Sacred Objects. These locations must be climate controlled and handicap accessible. Any recovery must be recorded and stored in temporary storage at the end of the day or other appropriate intervals. Only designated Tribal Monitors and the UAIC THPO should have the keys or access codes to each container or facility. Aside from UAIC Tribal Monitors, any access to temporary storage must be approved in advance and in writing (e-mail, mail or other signed document) by the UAIC THPO. Storage containers must contain shelving, so that recovery containers can be stored without damaging the Burials, Burial Objects, Burial Soil, or Sacred Objects that are contained therein. Recovery containers must not be stacked on top of each other. When a storage location is at 75% capacity or is needed to separate objects that should not be stored together, UAIC shall notify SBFCA, and SBFCA shall make arrangements for an additional storage container within 48 hours of receiving the notification. If SBFCA fails to make arrangements for appropriate additional storage within 48 hours, it will be considered to be a violation of this Agreement.

Reinterment

At the end of every week, or when completing work in a Project segment, one or more locations for orderly, calm, and respectful reinterment will be excavated if any Burials, Burial Objects, Burial Soil, or Sacred Objects were recovered from within the segment area. SBFCA shall propose a plan for reinterment within 48 hours of receiving a written request from the UAIC THPO. If SBFCA fails to propose a reasonable plan for reinterment within 5 business days, it will be considered to be a violation of this Agreement. UAIC will review and comment on SBFCA's proposed plan within 2 business days and will not unreasonably withhold its approval of the proposed plan.

Reinterment locations must be in an area where no Project activity is planned and no known future preventable disturbances will occur. The Tribal Monitor shall recommend to a SBFCA representative an appropriate location, depth and size for the reburial area. The THPO will work with Tribal Monitors to oversee the reinterment of any Burials, Burial Soils, Burial Objects, Sacred Objects, or other items. Following reinterment, the Tribal Monitor or UAIC THPO shall record the reinterment using both GPS equipment and a description of the reinterment area and submit that information to the NAHC. Failure to file recorded reinterment locations at the NAHC within 30 days from completion of the Project will be considered a violation of this Agreement.

Restrictions

The use of alcohol, tobacco, marijuana, or other non-prescription drugs is prohibited in the presence of Burials, Burial Objects, Burial Soil, Cemeteries, Sacred Objects, Sacred Sites and Structures. All trash generated by anyone who visits or works on the site must be put in trash cans. All unfinished excavation of a Burial must be covered to protect against vandalism and theft at the end of each day. Tobacco, mugwort, sage, and other offerings may be used by Tribal Monitors for religious purposes only.

Recording

The Tribal Monitor shall keep a list of all recovery containers in the Temporary Storage Area. The Tribal Monitor shall note the container, when it was placed in storage, and when it was removed for reinterment. The Tribal Monitor shall also keep a list of when the storage was accessed and any individuals who access the storage. At the end of every week, or prior to reinterment, the UAIC THPO shall review the list with Tribal Monitors and confirm or modify the category of any listed Burials, Burial Objects, Burial Soil, or Sacred Objects. No later than 30 days after the conclusion of the Project, UAIC shall file all recorded reinterments with the California Native American Heritage Commission in the Sacred Lands Inventory. Failure to file recorded reinterment locations within 30 days of Project completion will be considered to be a violation of this Agreement.

Summary and Final Research Reports

A standard archaeological and burial report will be prepared that describes the methods and results of the construction-related burial identification and recovery efforts. All maps, site records, and catalogue and analytical data will be archived in electronic format. The report

must be kept confidential and produced in both hard copy and electronic formats compatible with adopted computer programs (e.g., Microsoft Word, Access, and Excel). The first draft report must be submitted to the Corps, SHPO, and UAIC within 6 months after Project completion. UAIC must be provided with digital copies and five hard copies of the report. No other individuals or agencies will be allowed access to the information.

Site Access

SBFCA shall not unreasonably withhold permission for UAIC Representatives to access public lands in the Project area. Request for access should be made by UAIC to SBFCA with at least 24 hours' notice. All UAIC representatives and Tribal Monitors recognize that the Project area is also an active construction site, and shall follow the rules for access to the Project area that relate to safety and personnel conduct. SBFCA or UAIC may recommend that individuals who fail to abide by the principles of this Agreement should not be granted access to the Project area or to areas containing Burials, Burial Soils, Burial Objects, Cemeteries, Sacred Objects, Sacred Sites or Structures within the Project area. If either party disagrees with a recommendation to limit site access, that party may request dispute resolution as described in Section 5 of the Settlement Agreement to which this Agreement is attached.

SBFCA shall be responsible for notifying any individual of such access restrictions within 24 hours. A Tribal Monitor may also temporarily limit an individual's access to Burials, Burial Soils, Burial Objects, Cemeteries, Sacred Objects, Sacred Sites or Structures for 24 hours after certain termination, dedication or ancestral veneration rites, rituals or ceremonies or days during the year such as solstice and equinox. If a Tribal Monitor revokes access, he or she shall immediately notify UAIC and SBFCA. UAIC shall maintain a list of such individuals. If a banned individual enters an area where they are not permitted access, it will be considered to be a violation of this Agreement.

5. Non-Disclosure of Location of Reburials

It is understood by the Parties that the site of any reburial of Native American human remains shall be kept confidential and not be disclosed pursuant to the California Public Records Act, California Government Code §§ 6254.10, 6254(r). The coroner shall also withhold public disclosure of information related to such reburials pursuant to the specific exemption set forth in California Government Code § 6254.5(e).

RESOLUTION NO. 20-294

ADOPTING THE INTERNAL GUIDANCE FOR MANAGEMENT OF TRIBAL CULTURAL
RESOURCES AND CONSULTATION (TRIBAL CONSULTATION POLICY)

WHEREAS, various laws require the City to offer tribal consultation on City projects, and there are many different divisions and departments within the City which take the lead on such projects; and

WHEREAS, the goal of tribal consultation is to provide a tribe with an opportunity to participate in local land use decisions, for the purpose of protecting or mitigating impacts to tribal cultural resources.; and

WHEREAS, the City has developed a guidance and policy document to provide consistency and fairness in the manner in which tribes are consulted with prior to and during project construction; and

WHEREAS, the Tribal Consultation Policy will ensure a consistent application of policies for all City projects and will ensure the responsible management and use of public funds; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the Tribal Consultation Policy (attached as Exhibit A and B) is hereby adopted.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

City Clerk

**Internal Guidance for Management of Tribal Cultural
Resources and Consultation
Volume I: Policy**

City of Roseville

July 2020



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MANAGEMENT SUMMARY

In 2018, the City of Roseville determined a need for internal guidance intended to provide consistency and fairness in the manner in which tribes are consulted with prior to and during project construction, to ensure a consistent application of policies for all discretionary projects by the City, and to exercise responsible management and use of public funds.

This guidance document is organized into two parts. First is the City's position on tribal participation during the project planning and approval process for discretionary projects. This includes both private sector and public (City) projects, which are subject to state and local laws and regulations that are under the jurisdiction of the City. It also includes guidance for City planners on determining when mitigation measures related to Native American participation are warranted under CEQA, standard treatment and mitigation measures that can be used consistently in project planning, and guidance on the City's use of public funding when conducting consultation.

Second, this guidance document also provides information and guidance for City staff and contractors during the project construction and implementation phases. This includes thresholds for payment for tribal participation, instructions for contractors in the event of an unanticipated discovery, and guidance for City staff in assessing and acting upon unanticipated discoveries.

This guidance document is organized into two sections. Volume 1 is the City policy and procedures, which was adopted by the City Council on July 15, 2020. Volume II is the implementation manual, which includes templates, forms, and example mitigation measure language. The City will periodically review Volume I to determine if revisions to the City's policies warrant consideration by the City Council. Volume II is intended to be a living document, and modifications to that volume will not require City Council adoption, as long as those amendments are consistent with the policy in Volume 1.

VOLUME I CONTENTS: POLICY

MANAGEMENT SUMMARY	i
1.0 INTRODUCTION	1
1.1 Regulatory Setting	1
1.2 History of Tribal Participation in City Projects	2
1.3 Purpose and Need for Internal Guidance	3
2.0 TRIBAL CONSULTATION DURING PROJECT PLANNING AND APPROVAL	4
2.1 Coordination with Existing Laws and Confidentiality Requirements	4
2.2 Policy of Payment for Consultation	5
2.3 Accommodations for the Expression of Religion	6
2.4 Standard Mitigation Measures and Conditions of Approval	7
2.4.1 Avoidance and Preservation in Place	7
2.4.2 Pre-Project Repatriation Designation	10
2.4.3 Pre-Construction Inspections	10
2.4.4 Tribal Monitoring	10
2.4.5 Capping	14
2.4.6 Project-Specific Public Interpretation and Education	15
2.4.7 Covenants, Conditions, and Restrictions	16
2.4.8 Tribal Access Agreements	16
2.4.9 Contractor Awareness Training	16
2.4.10 Post-Review Discoveries	17
2.4.11 Alternative Treatment Measures	17
3.0 TRIBAL PARTICIPATION DURING PROJECT CONSTRUCTION	19
3.1 Policy of Payment for Tribal Participation During Construction	19
3.1.1 Tribal Monitor	19
3.2 Contractor Guidance for the Response to Unanticipated Discoveries	20
3.2.1 Initial Pause and Assessment for All Discoveries, Regardless of Cultural Affiliation	21
3.2.2 Response to False Alarms	21
3.2.3 Response to Non-Tribal Discoveries	22
3.2.4 Response to Tribal Discoveries	22
3.2.5 Response to Human Remains Subject to State Law	23
3.3 Policy of Payment for Unanticipated Discovery Response	24
3.3.1 Scenario 1	25
3.3.2 Scenario 2	26
3.3.3 Scenario 3	26
3.3.4 Scenario 4	26
4.0 REFERENCES	27

LIST OF FIGURES

Figure 1. Seven Tests for Mitigation Measures (adapted from Placeworks 2012).	12
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LIST OF ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
CC&Rs	Covenants, Conditions, and Restrictions
CEQA	California Environmental Quality Act
MLD	Most Likely Descendant
NAHC	Native American Heritage Commission
NHPA	National Historic Preservation Act
PRC	Public Resources Code
SB	Senate Bill
TCR	Tribal Cultural Resources
UAIC	United Auburn Indian Community of the Auburn Rancheria
USACE	U.S. Army Corps of Engineers

1.0 INTRODUCTION

1.1 Regulatory Setting

In recent years, a number of changes have occurred in the regulatory context within which the City operates. These changes occurred at various levels of jurisdiction, including at the city, state, and national levels and in the thresholds and expectations for best professional practices in cultural resources management. Changes have also occurred in terms of the level of involvement by stakeholders in cultural resources, particularly Native American tribes, as well as historical societies and the general public. The relevant laws and regulations include the following.

- Assembly Bill (AB) 52, passed by the California legislature in 2014, amended the California Environmental Quality Act (CEQA) to require early consultation with California Native American tribes when preparing a CEQA document for a specific project. The City, as CEQA lead agency, must offer consultation with tribes that request notification of projects at the initiation of CEQA. The consultation, if initiated, is to determine whether or not Tribal Cultural Resources (TCR), as defined by AB 52, would be affected by the project. Subsequently, an update to the CEQA Guidelines took effect September 27, 2016 that revised Appendix G to the CEQA Guidelines to separate the consideration of tribal cultural resources from cultural and paleontological resources, and to add sample checklist questions.
- Senate Bill (SB) 18 was signed into law in September 2004 and became effective in March 2005. SB 18 (Burton, Chapter 905, Statutes of 2004) requires city and county governments to consult with California Native American tribes early in the planning process with the intent of protecting traditional tribal cultural places. The purpose of involving tribes at the early stage of planning efforts is to allow consideration of tribal cultural places in the context of broad local land use policy before project-level land use decisions are made by a local government. As such, SB 18 applies to the adoption or substantial amendment of general or specific plans. The process by which consultation must occur in these cases was published by the Governor's Office of Planning and Research through its *Tribal Consultation Guidelines: Supplement to General Plan Guidelines* (November 14, 2005).
- The regulations implementing Section 106 of the National Historic Preservation Act (NHPA) of 1966 were amended in 2000 and 2004. The amended regulations, found in the Federal Register at 36 CFR Part 800, specify how federal agencies are required to take into account the effects of their undertakings on historic properties. The Section 106 regulations apply to projects in the City when the project would receive federal funding, assistance, licenses, approvals, or permits (such as a Section 404 Clean Water Act permit from the U.S. Army Corps of Engineers [USACE] or funding by the Federal Highway Administration through the California Department of Transportation (Caltrans)). While the City is not a lead agency under Section 106, its projects may be subject to compliance with it.
- Section 5097.5 (a, b & c) of the California Public Resources Code Section states:

“A person shall not knowingly and willfully excavate upon, or remove, destroy, injure, or deface, any historic or prehistoric ruins, burial grounds, archaeological, rock art, or vertebrate paleontological site, including fossilized footprints, inscriptions made by

human agency, or any other archaeological, paleontological or historical feature, situated on public lands, except with the express permission of the public agency having jurisdiction over such lands. Violation of this section is a misdemeanor. As used in this section, “public lands” means lands owned by, or under the jurisdiction of, the state, or any city, county, district, authority, or public corporation, or any agency thereof.”

- Public Resources Code 5097.9 establishes that no public agency or private party using or occupying public property or operating on public property, under a public license, permit, grant, lease, or contract made on or after July 1, 1977 shall interfere with the free expression or exercise of Native American religion. This code also prohibits damage to a Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine located on public property, except on a clear and convincing showing that the public interest and necessity so require.
- Public Resources Code 5097.98 specifies procedures to be followed in the event of the discovery of Native American human remains. This code specifies that the county coroner shall immediately notify the persons believed to be most likely descended from the deceased Native American. It provides that the most likely descendant (MLD) has the right to inspect the site, with permission of the land owner, and provide recommendations for treatment of the remains and grave goods within 48 hours of being granted access to the site. The code also provides procedures in the event that the MLD is unable to be identified or the identified descendants fail to make a recommendation.
- Public Resources Code 5097.99 states that no person shall obtain or possess any Native American artifacts or human remains except as otherwise provided by law. The code further states that unlawful possession of these items is a felony, punishable by imprisonment.
- Health and Safety Code 7050.5 establishes the intentional disturbance, mutilation, or removal of interred human remains a misdemeanor. This code also requires that upon the discovery of human remains outside of a dedicated cemetery excavation or disturbance of land cease until a county coroner makes a report. The code also requires that the county coroner contact the NAHC within 24-hours if he or she determines the remains to be of Native American origin.

In addition, the City is constrained by budgetary factors, coupled with a recent post-recession increase in private-sector development, that have led to the need for mindful expenditures of public funds. Thus, efficiency and consistency in compliance with the above laws and regulations are driving the need to develop standardized guidance for City staff.

1.2 History of Tribal Participation in City Projects

Overall, there has been an increased awareness of the importance of early consultation with resource stakeholders as part of project planning, particularly with tribes. There is an increasingly complex tribal consultation process that the City is either directly or indirectly affected by, and which varies from project to project. Typically, tribal consultation involves two classifications of consulting parties: the California Native American Heritage Commission (NAHC) and California Native American Tribes.

The California NAHC is composed of a nine-member governor-appointed advisory body responsible for the identification and cataloging of places of special religious or social significance to Native Americans,

including sacred sites and known Native American graves and cemeteries. The NAHC may serve as a trustee agency under CEQA and is responsible for identifying an MLD for Native American human remains that are unearthed in California. The NAHC may also serve as a mediator between landowners, agencies, and California Native American tribes.

California Native American Tribes (tribes) are defined in Section 21073 of the California Public Resources Code and Chapter 905 of the Statutes of 2004 and apply to both AB 52 and SB 18 tribal consultation. Under the former, the tribes that notified the City in writing of their request to receive notice of all projects subject to CEQA are subject to specific procedures enacted by AB 52. These tribes need not be physically located in or near Roseville but must be traditionally and culturally affiliated with the land currently under the jurisdiction of the City. In addition, California Native American Tribes, including but not limited to those that do not request that the City notice them under AB 52, may be consulted under SB 18. The SB 18 lists of tribal contacts typically provided by the NAHC in response to City requests include a number of tribes in the Roseville region. The City is required to offer consultation to all of the tribes named by the NAHC on its SB 18 list, when SB 18 applies.

With both AB 52 and SB 18 consultation, the culturally affiliated tribes that most often engages the City in consultation during project planning and construction is the United Auburn Indian Community of the Auburn Rancheria (UAIC); however, other culturally affiliated tribes are given equal opportunities to consult with the City. The tribal participation in projects typically occurs in one of two points in the process: 1) during pre-project planning and environmental review under CEQA (AB 52) and/or SB 18; and 2) during unanticipated discoveries that may occur during construction. Often, the former leads to requests for more involvement during project construction and implementation, which must be balanced by the requirements and thresholds of CEQA and other applicable laws and regulations.

1.3 Purpose and Need for Internal Guidance

The need for internal guidance for City staff is based on several factors, including the project-specific regulatory complexity for any given project, the diversity and inevitable turnover of City planning staff and elected officials, and limitations on public funding. Internal City guidance is intended to provide consistency and fairness in the manner in which tribes are consulted with prior to and during project construction, to ensure a consistent application of policies for all discretionary projects by the City, and to exercise responsible management and use of public funds.

Therefore, the City developed the following internal guidance, which is organized into the two phases noted above. Section 2.0 describes the City's position on tribal participation during the project planning and approval process for discretionary projects. This includes both private sector and public (City) projects, which are subject to state and local laws and regulations that are under the jurisdiction of the City. Section 2.0 also includes guidance for City planners on determining when mitigation measures related to Native American tribal participation are warranted under CEQA, standard treatment and mitigation measures that can be used consistently in project planning, and guidance on the City's use of public funding when conducting consultation.

Section 3.0 provides information and guidance for City staff and contractors during the project construction and implementation phases. This includes thresholds for payment for tribal participation, instructions for contractors in the event of an unanticipated discovery, and guidance for City staff in assessing and acting upon unanticipated discoveries.

This internal guidance document was developed by the City staff and assembled by a qualified professional who meets Secretary of the Interior's Professional Qualification Standards for Archaeology codified in 36 CFR Part 61.

This guidance document is organized into two sections. Volume 1 is the City policy and procedures, which was adopted by the City Council on July 15, 2020. Volume II is the implementation manual, which includes templates, forms, and example mitigation measure language. Volume II is intended to be a living document, and modifications to that volume will not require City Council adoption, as long as those amendments are consistent with the policy in Volume 1.

2.0 TRIBAL CONSULTATION DURING PROJECT PLANNING AND APPROVAL

2.1 Coordination with Existing Laws and Confidentiality Requirements

In developing this internal guidance, it is the City's intent to follow closely the requirements in applicable law. Nothing in this guidance document is intended to conflict with existing law, and where such conflicts may arise, existing law governs. This applies to the statute and guidelines implementing CEQA, the California Public Resources Code, the California Government Code, and the California Health and Safety Code. The City previously developed standard operating procedures for compliance with AB 52 and SB 18, which are provided in Volume II of this guidance document.

With regard to compliance with AB 52, the City's legal interpretation of the requirements thereof will require tribal consultation when the City is preparing any of the following:

- Initial Study/Negative Declaration
- Initial Study/Mitigated Negative Declaration
- Project or Program Environmental Impact Report
- Supplemental Environmental Impact Report
- Subsequent Environmental Impact Report

It is the City's interpretation of current state law that tribal consultation is not required under AB 52 for Statutory Exemptions, Categorical Exemptions, consistency determinations, or preparation of Addendum CEQA documents; however, tribes may request receipt of all routing notices as notification of all City projects, regardless of the type of discretionary review, thereby allowing for tribal input on the use of Categorical Exemptions.

With regard to compliance with SB 18, the City's legal interpretation of the requirements thereof will require tribal consultation when the City is preparing any of the following:

- Adoption or Amendment of a General Plan
- Adoption or Amendment of a Specific Plan
- Dedication of Open Space that Contains Tribal Resources

In the event that an SB 18 action also triggers CEQA review, then both SB 18 and AB 52 consultation are required; however, it is not necessarily the case that an SB 18 action will trigger a CEQA document that is subject to AB 52.

TCRs may or may not manifest as archaeological sites. In some cases, TCRs are viewsheds, plant gathering areas, or other sacred spaces that are not readily identifiable to non-tribal members. In many cases, TCRs also include an archaeological component, such as artifacts, features, and sites (with or without human remains), and these “archaeological TCRs” are more visible to the public, and thus, more likely to be subject to looting or pothunting. Therefore, maintaining confidentiality of the location and nature of archaeological sites and TCRs is of the utmost importance to the City. Similarly, federal and state law recognize this need. As it pertains specifically to CEQA and this internal guidance document, the City shall make best efforts to ensure that information about the location, description, and use of the tribal cultural resources is not included in the environmental document or otherwise disclosed by the City to the public. Such information is protected from public dissemination through an exemption to the California Public Records Act. In addition, although no federal lands currently exist within the City boundaries, dissemination of archaeological site information is also prohibited by Exemption 3 of the federal Freedom of Information Act (5 USC 552), because the disclosure of cultural resources location information is prohibited by the Archaeological Resources Protection Act of 1979 (16 USC 470hh) and Section 304 of the NHPA. Therefore, it is also exempted from disclosure under the Freedom of Information Act.

In light of these requirements for confidentiality, it is the City’s policy to not make publicly available the locations of cultural resources and TCRs, and dissemination of such information will be tightly guarded on a “need to know” basis only. Such circumstances are generally limited to City staff, landowners of property that contain resources, and consultants and engineers who are responsible for designing proposed projects in accordance with these Guidelines.

2.2 Policy of Payment for Consultation

In many areas of California, including the City of Roseville, some tribes have requested payment of public funds for their participation in the early planning stages of City projects. The purpose of this guidance is to clarify what costs the City will pay in the event the City receives a request for payment for participation in a project planning process.

Currently, there are no laws or regulations that require payment to either consulting parties or tribes during project planning activities, consultation, or construction. In fact, “consultation” is defined by Government Code Section 65352.4 as “the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties’ cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party’s sovereignty. Consultation shall also recognize the tribes’ potential needs for confidentiality with respect to places that have traditional tribal cultural significance.”

The City recognizes the importance of providing information, staff time, or contract labor time at no cost to the tribes and expects tribes to provide information to the City at no cost to the City. Additionally, there are numerous California Native American tribes in the region that may ascribe cultural affiliation to the Roseville area and may request consultation or participation in the future. Because different tribes have

different opinions, interpretations, cultural values, and information, it is the City's intent to consult meaningfully with all California Native American tribes who wish to do so.

Furthermore, because CEQA is founded on consultation with interested parties, commenting agencies, stakeholders, and the public, the City is tasked with consulting with many organizations and individuals regarding all aspects of CEQA review, including biological and wildlife non-profit organizations, professional societies and associations, and members of the public. All voluntarily provide input and information to the City on a wide range of environmental topics covered by CEQA, which is taken into account during the decision-making process for discretionary projects. It has always been the City's view that meaningful consultation cannot take place if such discussions are couched in financial or contractual relationships between the consulting parties and the public.

In addition, the City recognizes the difference between a "consulting party" (as described above) and a "consultant," where the City delegates the preparation of environmental documents and supporting technical information to third party consultants, selected according to qualifications, cost, and technical expertise. Use of registered professionals is defined further in Section 15149 of the CEQA Guidelines and does not include consulting parties. Such consultants represent the subject matter being analyzed and do not require concurrence or agreement from other experts in the field to be considered valid for the purposes of CEQA.

The City does not generally compensate any "consulting parties," including tribes, members of the public, or stakeholders, during project planning and environmental review for: 1) consultation during the City's project planning process; 2) for information that any consulting tribe or party wishes the City to take into consideration during project planning; and 3) for tribes, members of the public, stakeholders, or other parties to visit or survey project areas to make recommendations to the City.

2.3 Accommodations for the Expression of Religion

The City recognizes the right of all citizens to freely express religion, and the City does not intend to willfully interfere with religious expression by Native American tribes or by any member of the public in implementing this internal guidance or during the environmental review or consultation processes. Therefore, it is the City's policy to make "reasonable accommodations" for the expression of religion. "Reasonable accommodations" would be evaluated on a case by case basis and may include, but are not limited to:

- Facilitating project area tours during the project planning process;
- Providing privacy for tribal members when visiting TCRs;
- Honoring requests for meetings with tribal members to receive comments verbally, when members do not wish to document comments in writing;
- Temporarily pausing construction activities to accommodate a visit by tribal representatives, when determined by the City to be reasonable and feasible;
- Developing access agreements with tribes to allow for legal visitation of TCRs on City-owned property;

- Accommodating voluntary tribal observation during construction when tribal monitoring is not warranted under CEQA;
- Offering tribal representatives an opportunity to participate in pre-construction meetings with contractors to express tribal views regarding unanticipated discoveries;
- Requiring, as a mitigation measure, tribal monitoring during construction activities where such monitoring is deemed necessary under CEQA;
- Developing TCR treatment and reburial methods that are mindful of tribal values and culture;
- Providing reasonable opportunity for comment in order for the tribe to provide comments on projects during project planning that is subject to AB 52 and SB 18 consultation; and
- Any other accommodation deemed reasonable by the City.

Reasonable accommodations may be rescinded, revoked, or denied in the event of any of the following:

- Cause an unreasonable cost increase or delay that jeopardizes the viability of the project as determined by the City;
- Willful trespass of tribal members or representatives;
- After the City has initiated consultation, failure of a tribe or its representatives to respond to the City in a timely manner or in good faith;
- Any other behavior that is deemed to not be in good faith, as determined by the City.

2.4 Standard Mitigation Measures and Conditions of Approval

The City has developed standard mitigation measures and conditions of approval for discretionary projects under the City's jurisdiction. Below are descriptions of these measures, including guidance on their applicability and use. Actual example mitigation measure language is provided in Volume II (Implementation Manual).

2.4.1 Avoidance and Preservation in Place

Consistent with Section 21084.3(a) of the Public Resources Code, the City shall, when feasible, avoid damaging effects to any TCR. This can be achieved through several possible scenarios, depending on the project circumstances. Each of the following scenarios represents a different level or strength of protection.

Use of Exclusionary Fencing

Where the City has determined that a TCR is located immediately adjacent to ground-disturbing activity, but where the location of the TCR is not proposed for impact, the City may require the placement of temporary construction fencing to prevent accidental or incidental impacts to the location during construction. This may also be appropriate when the TCR is located within a riparian area that cannot be impacted by the project. The exclusionary fencing must be included on all construction plans, specifications, and bid packages, which must stipulate the timing of the installation and conditions under which fencing is monitored and inspected until removal. This mechanism is appropriate when

construction-related activities could inadvertently impact a site but does not provide long-term management or preservation measures.

Modification of Project Boundaries

Where the City has determined that a TCR is located in an area that can be feasibly excluded from the project entirely, it may require that the project be redesigned to avoid the site. This may require either a lot line adjustment, construction perimeter fencing, or other feasible avoidance options. Such a decision would need to occur during the preparation of the CEQA document and could be memorialized as a mitigation measure if agreeable to all parties. This mechanism would allow for avoidance during construction, as well as post-construction, however it would not guarantee preservation of the resource that is no longer within the project boundary.

Incorporation into Open Space with Deed Restrictions

For projects that include the planned dedication of open space (which would also require compliance with SB 18), there may exist an opportunity to capture the TCR into the open space, either as currently designed or through a modification to open space boundaries to incorporate the TCR into it. This is common in oak woodland areas, where there tends to be a correlation between oak trees and bedrock mortars, as one example. Open space typically requires that the landowner restrict future development through recording of a deed restriction on the property; any such restrictions are public documents and must not specifically identify the location of TCRs. Moreover, care should be exercised when using deed restrictions, which can be reversed by landowners in the future. Therefore, this option may be better suited for City projects, as opposed to third party developers, unless additional measures can be put into place that ensure the deed restriction is not reversed without the City's knowledge.

Management of open space may be the responsibility of a homeowner's association, parks and recreation department, or non-profit preserve manager, all of whom would require knowledge of the resource and its location. Furthermore, because open space areas may allow for public visitation, the use of open space as an avoidance and preservation mechanism must be accompanied by a plan that dictates the activities that are allowed and prohibited within the location of the TCR. These activities may differ between the TCR and that which are allowed in the balance of the open space. In general, management of the protected resource should include, but not be limited to, the same types of activities that apply to deed restrictions, as described below.

Use of Development Restrictions in Perpetuity

The strongest method of avoidance and preservation in perpetuity of TCRs is the dedication of a deed restriction or declaration of covenants and restrictions over the site, recorded with the County, to restrict development in perpetuity. The easement may be held either by the City, the County, a non-profit corporation, or a California Native American tribe, as long as the landowner and the easement holder are not the same.

Development restrictions in perpetuity take much longer to negotiate and record, are more expensive due to the funding assurances required (Property Analysis Records and endowments) and are typically more expensive to manage (third party preserve managers and more stringent monitoring and management requirements); however, they are also very difficult to reverse in the future. As such, deed restrictions provide the highest level of assurances that a site will be preserved in perpetuity.

The entity selected for management must be able to demonstrate capability to perform the following actions, as deemed appropriate: fence and gate repair; sign replacement; regular monitoring and associated reporting by a professional archaeologist for damage; erosion control; trash removal; vegetation and weed control; security patrols; vandalism abatement; and removal of trespassers. No signs indicating the presence of tribal cultural resources shall be permitted.

In addition, on a case by case basis, the City should consider **prohibiting** the following activities within the boundaries of preserved sites, even if such activities are permissible in other areas of larger biological or open space preserves, within which the site may be located:

- Unseasonable watering
- Use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals
- Use of off-road vehicles and use of other motorized vehicles except on existing roadways
- Agricultural cultivation activity of any kind
- Recreational activities, including, but not limited to, camping, with the exception of the use of a pedestrian trail adjacent to the site boundaries
- Construction, reconstruction, erecting or placement of any building, billboard or sign (except for that which is designed to keep the public out), or any other structure or improvement
- Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials
- Lighting fires, incendiary devices, or flammable substances
- Planting, introduction, or dispersal of nonnative or exotic plant or animal species (animal grazing is permitted for fire control)
- Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extracting artifacts, minerals, loam, soil, sand, gravel, rock, or other material on or below the surface of the sites, or granting or authorizing surface entry for any of these purposes
- Altering the surface or general topography of the sites, including but not limited to any alterations to habitat, building roads or trails, over paving or otherwise covering the sites with concrete, asphalt or any other impervious material, except for capping, if required and specified in the deed restriction as allowable
- Removing, destroying, or cutting of trees, shrubs, or other vegetation, except as required by law for fire control and prevention or treatment of disease, or as required to maintain public safety
- Mechanical or chemical weed abatement activities (hand and grazing methods are acceptable)
- Manipulating, impounding or altering any natural water course, body of water, or water circulation on the sites, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters
- Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, permit conditions, or applicable policies

- Signs indicating the presence of the protected TCR

The above restrictions and management requirements may be stipulated either in the deed restriction document itself, or in a separate Operations & Management Plan.

Finally, deed restrictions are public documents and must not specifically identify the location of TCRs; however, the document must specifically include the conservation of cultural and tribal values.

2.4.2 *Pre-Project Repatriation Designation*

The City may recommend that the landowner or project proponent (if not the City) designate a reburial location on the property for any tribal cultural materials or human remains that may be unearthed during ground-disturbing activities during the project. The location shall be one that will not be subjected to ground-disturbing activities in the future. This location will be documented as a reinternment location by the Native American tribe, and the tribe may file it as such with the NAHC, County, City, and the California Historical Resources Information System. The site of any reburial of Native American human remains shall be kept confidential and not be disclosed pursuant to the California Public Records Act, California Government Code §§ 6254.10, 6254(r). The Placer County Coroner is also responsible for withholding from public disclosure any information related to such reburials, pursuant to the specific exemption set forth in California Government Code § 6254.5(e).

2.4.3 *Pre-Construction Inspections*

In some cases, vegetation, structures, or pavement obscure the ground surface, making identification of archaeological TCRs difficult. When the project description calls for the removal of the material, exposure of the natural soil may reveal evidence of archaeological sites, features, or constituents that were not visible during project planning, which would justify the need for construction monitoring. Conversely, it may indicate that no sites exist below the material, such that monitoring during construction was, in hindsight, not necessary. Therefore, the City may elect to allow tribal representatives an opportunity to perform an inspection during the first week of ground-disturbing activity, in lieu of full-time construction monitoring. The City's policies regarding payment (Section 2.2) shall apply.

In this event, a minimum of seven calendar days prior to beginning earthwork or other soil disturbance activities, the construction manager should notify the City's representative of the proposed earthwork start-date, in order to provide the City with time to contact a culturally affiliated tribe. A tribal representative would be invited to inspect the project location, including any soil piles, trenches, or other disturbed areas, within the first five days of ground-breaking activity, at the discretion of the tribe. During this inspection, a meeting of construction personnel is recommended in order to afford the tribal representative the opportunity to provide tribal cultural resources awareness information. In the event that the tribe does not send a representative within the prescribed time frame, then the City is not obligated to re-invite the tribe and activity will proceed.

2.4.4 *Tribal Monitoring*

As part of environmental and CEQA review, tribal consultation may or may not cause the City to determine that TCRs (as defined by Section 21074(a) of the Public Resources Code) may be significantly impacted by a proposed project. In many cases, the City receives requests from tribes for tribal

monitoring, regardless of the CEQA findings. The purpose of this section is to define the thresholds for when tribal monitoring shall be a mitigation measure or condition of approval, and when it should not.

As shown in the flow charts and procedures in Volume II, the City first must determine, through consultation if requested by a tribe, whether or not a TCR is present within the project area. The City will evaluate the information provided by consulting tribes to determine if the information meets the definitions in Section 21074(a)(1) of the Public Resources Code. If not, then the City will next determine if substantial evidence has been provided, pursuant to Section 21074(a)(2) of the Public Resources Code. The City does not recognize the fair argument standard as meeting the definition of substantial evidence under Section 21074(a)(2).

If the City determines that information submitted by a tribe does not meet the legal definitions of a TCR under state law, then the City shall document this finding in the administrative record, CEQA document, and in its termination of consultation (without agreement) letter to the tribe. The City may elect to use the following language as part of the record:

“After reviewing the information provided by the tribe, the City has determined that there is not substantial evidence present to support the notion that Tribal Cultural Resources, as defined in Section 21074(a) of the Public Resources Code, will be impacted by the proposed project; however, we would welcome any input on the contractor awareness training session, should you so desire. In addition, the City will notify the tribe in the unlikely event of an unanticipated discovery of potential Tribal Cultural Resources so that we may consult with you on identification and appropriate treatment, pursuant to applicable state law. The City hereby concludes consultation with the tribe pursuant to Section 21080.3.2(b)(2) of the Public Resources Code.”

However, if the City determines that a TCR is present, then the City next will determine whether or not the TCR will be significantly impacted by the project (see Volume II). The presence (or likely or possible presence) of a TCR within a project area does not, in and of itself, trigger mitigation. Only after the City determines that the TCR will be significantly impacted does the City consider the appropriate type of mitigation. Tribal consultation will assist the City in making the following decisions.

Appropriate mitigation for TCRs must take into account two primary factors. The first is that the proposed mitigation must be appropriate for the nature of the resource being impacted. For example, tribal monitoring during construction would not necessarily be appropriate if the resource is not archaeological in nature, or if the location will be protected from project activity by exclusionary fencing. Tribal monitoring would also not be appropriate for most activities that occur above the ground surface, or those that are located within and would not excavate below areas of documented fill. Tribal monitoring would, however, be appropriate when there is a known or high likelihood that an archaeological TCR will be encountered during ground-disturbing activities. The City should consider whether or not tribal monitoring, if warranted, should be focused only on vegetation removal, ground disturbance to a specific depth, or in only certain portions of the project.

The second factor is that the proposed mitigation must pass the seven tests for mitigation under CEQA (Figure 1). If the City determines that tribal monitoring (or any mitigation measure) is appropriate given the nature of the TCR and project activity, then the City must subject the proposed measure to the seven tests shown in Figure 1.

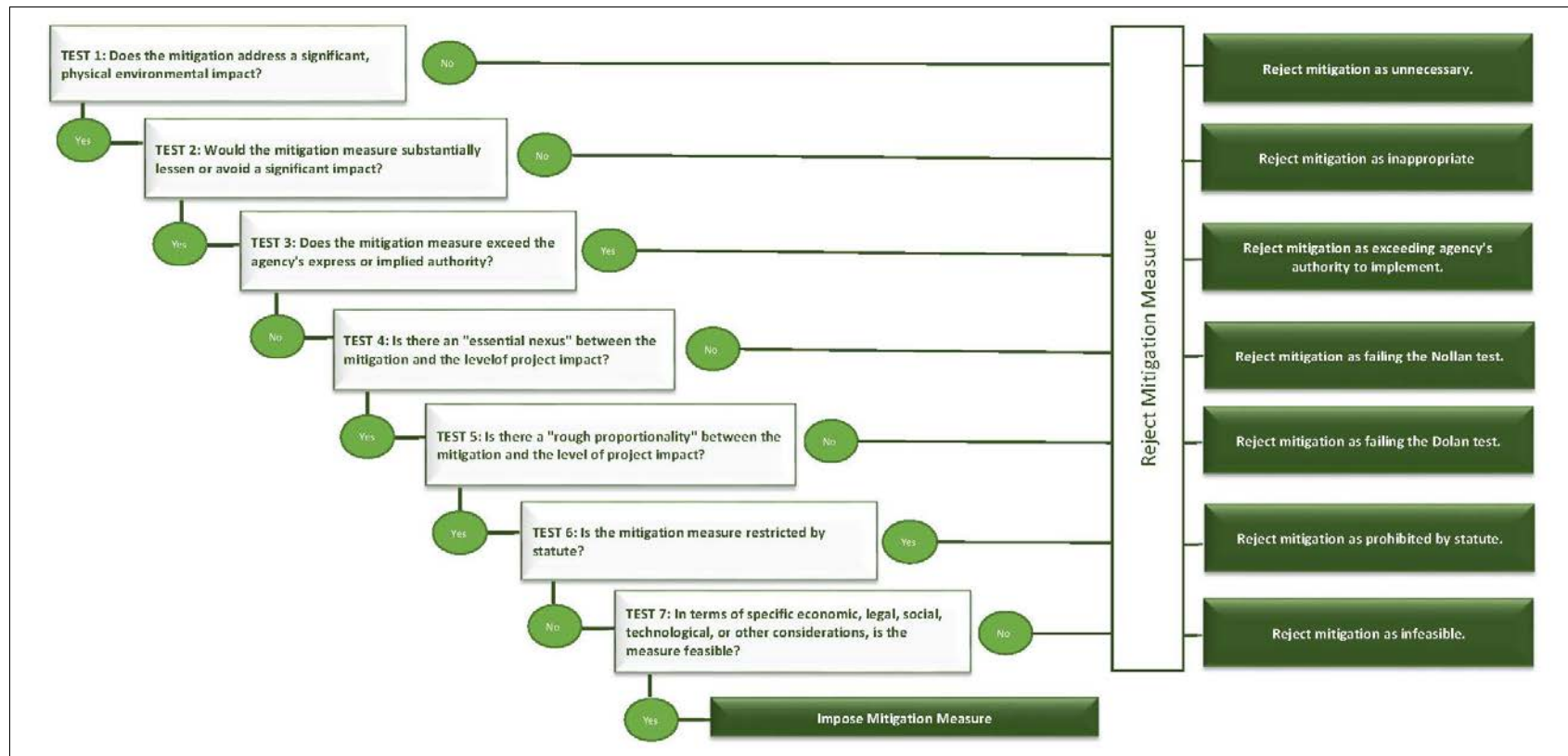


Figure 1. Seven Tests for Mitigation Measures (adapted from Placeworks 2012).

If the City determines that the proposed mitigation of tribal monitoring is both appropriate for the nature of the resource and passes the seven tests for mitigation under CEQA, then the City shall require that as a mitigation measure in the environmental document, pursuant to Section 21082.3(a) of the Public Resources Code. The City should then terminate consultation (with agreement) according to Section 21080.3.2(b)(1) and consider the requirement for payment of tribal monitoring, as described in Section 3.0.

In the event that the City applies the screening methods above to a tribe's proposal for tribal monitoring and determines that the mitigation is neither appropriate nor allowable under CEQA, then the City shall reject the tribe's recommendation. In doing so, the City must document the justification for the decision in the administrative record and in the termination of consultation (without agreement) letter to the tribe.

The City may consider using part or all of the following response:

"In determining appropriate mitigation for significant impacts to Tribal Cultural Resources, the City considered: 1) recommendations submitted by the tribe during AB 52 consultation under Section 21080.3.2(a) of the Public Resources Code; 2) requirements under Section 15041(a) and 15126.4(a)(3) of the CEQA Guidelines for feasible and mandatory mitigation, respectively; and 3) Section 21082.3 of the Public Resources Code regarding mitigation of significant impacts to Tribal Cultural Resources. After evaluating the information provided by the tribe through consultation, and in consideration of the City's legal obligations under CEQA and the requirements cited above, the City determined that tribal monitoring during construction will not reduce the impact to TCRs to a level that is Less Than Significant. However, in accordance with Section 21084.3(b), the City determined that appropriate and feasible mitigation will be composed of the following: [insert].

The City hereby concludes consultation with the tribe pursuant to Section 21080.3.2(b)(2) of the Public Resources Code."

In consideration of the factors above, in general, tribal monitoring would be considered under any of the following circumstances:

- when one or more buried archaeological or known (non-isolate) TCRs is likely in the vicinity, but its specific location is unknown;
- when ground-disturbing activities will come within 100 feet of a recorded Native American archaeological site or TCR; and
- when installing or verifying the placement and integrity of temporary exclusionary (orange barrier or silt) fencing around TCRs that must be avoided.

Mitigation measures that require tribal monitoring must be written with specificity in mind, and must, at minimum:

- specify the exact number of tribal monitors for the project (as these will be paid monitors);
- not name a specific tribe, but reference "a culturally affiliated tribe;"
- clearly define the scope of what should be monitored (e.g., "all ground-disturbing activity for the project," or "initial vegetation removal only," or "ground disturbance down to X feet below the surface," or "all ground-disturbing activity in the [define] area of the project");

- specify the number of hours' notice that a tribe is given in advance of the start of monitoring activity (e.g., 72 hours);
- indicate whether or not activity can proceed without a monitor who did not arrive as scheduled, as long as the notification procedures were followed;
- specify the authority of the tribal monitor to halt project activity and for how long (see Section 3.0 for more information); and
- specify the reporting requirements back to the City for reconciliation with the Mitigation Measure Reporting Program (e.g., monitoring logs).

The City further recognizes that there are numerous culturally affiliated tribes with whom it consults, and that the City is not able to hire more monitors than are necessary simply because there is more than one interested tribe. In cases where more than one tribe wishes to monitor, then the City may require that interested tribes alternate monitoring days or projects, in cases where there are multiple project phases or segments.

Finally, monitoring is considered a last resort to minimizing or mitigating significant impacts and is not the default treatment for all projects. Should the City determine that monitoring is not an appropriate mitigation, then the City (with permission from the landowner, if on private property), may extend an opportunity to tribes to visit the project during construction on a volunteer basis, provided that, if required by the landowner, the visitors receive safety training and sign liability release waivers. The City does not have the authority to grant property access to private property over the objections of the landowner.

2.4.5 *Capping*

In certain cases, the use of capping with natural materials (e.g. certified sterile soils) may be used to effectively bury a TCR or archaeological site to protect it. This could include sites that are located in highly visible areas where public access could otherwise present a risk to the preservation of the site, where existing topography or future grade differentials could cause erosion and stabilization issues, or where there is not sufficient horizontal separation from project activities, but that vertical separation could be achievable. In these scenarios, the use of capping with soil, vegetation, and/or geotextile fabric may be preferred over complete exposure of the site.

If determined appropriate by the City, in consultation with culturally affiliated tribes, temporary protection, as discussed below, may be provided to cemeteries, burials, burial objects, burial soil, sacred objects, sacred sites, and sacred structures within the direct area of impact or exposed by project-related activities during project construction. These procedures may be undertaken where there is the potential for construction activities to damage site, objects, or human remains. In consultation with a City representative, a tribal monitor and qualified archaeologist will demarcate the limits of the area to be capped.

Where capping is considered an appropriate treatment measure, the following guidelines are recommended:

- The culturally affiliated tribe(s) should be afforded an opportunity to review and comment upon the capping plan and monitor its installation.

- The thickness of the soil cap must take into consideration the size and shape of the site, particularly the elevation of above-surface features like bedrock outcrops.
- The methods used to cap the resource must be designed to avoid damage to the resource during the process of installing the cap (such as prohibition of heavy equipment during installation).
- Caps may be covered with vegetation (without invasive root systems) to discourage erosion and unauthorized digging.
- No buildings or structures shall be placed on top of the cap.
- Non-motorized pedestrian paths may be placed over the cap, but only when constructed of natural materials such as bark or pea gravel (i.e., no pavement, brick, imported stone) and only when the entire site is capped by at least 18 inches of soil.
- No signage to indicate the location of a site beneath the cap shall be installed.
- Deed restrictions that limit future use and development in perpetuity should be considered for areas subject to capping.
- As appropriate, the capping should include a combination of layers of culturally sterile and chemically-compatible soil of different colors and/or the layering of cyclone, chain link, or orange barrier fencing to discourage digging.

2.4.6 *Project-Specific Public Interpretation and Education*

In cases where a significant effect to a TCR will occur and the TCR is deemed significant because of its association with tribal culture, history, religion, or other values, but where the impact by the project is determined to be indirect, or because the qualities that convey the significance of the TCR are not location or materials, interpretation of the TCR for the benefit of the public may be an appropriate mitigation.

This can be achieved through the development of:

- One or more interpretive panels in parks, along trails, or at scenic overlooks (without disclosing the specific locations to the public);
- An educational module for K-12 students;
- Development of an exhibit for the Maidu Museum & Historic Site;
- Creating replicas of artifacts, including the potential for commissioning the creation of cultural items from Native American artisans for museum or educational use; or
- Digital scanning and archiving of sites.

The consultation conducted with the culturally affiliated tribe would determine whether or not one or more of these measures is appropriate for TCRs.

2.4.7 Covenants, Conditions, and Restrictions

For residential development projects that may be located in close proximity to known and/or preserved TCRs, the City may elect to require a notice to future property owners of the prohibition of artifact collecting and excavation, without disclosing specific locations of sites. This can be accomplished through Covenants, Conditions, and Restrictions (CC&Rs) that are recorded on each parcel. In such a case, the City may require the following:

“The collecting, digging, disturbance, or removal of any artifact or other prehistoric [precontact] or historic object located in an open space area, conservation easement, a lot subject to a deed restriction, or to any archaeological site that may become unearthed in the future, is prohibited.”

2.4.8 Tribal Access Agreements

One of the barriers to traditional use of tribal resources has been private land. Many tribes have not been able to demonstrate a continuum of use of a TCR because the land upon which it is located was claimed or deeded to others. This has resulted in either an inability to use TCRs, or the need to risk trespass in order to do so.

In order for a California Native American tribe to gain access to a TCR (located on City property) for visitation, the City may develop a right-of-access authorization for requesting tribes. The authorization shall specify the terms under which tribal access can be legally achieved and shall define the acceptable and prohibited uses thereof, and appropriate liability waivers.

In the event that a tribe requests access to a TCR that is located on private property, the City may require the landowner to develop an access agreement with a culturally affiliated tribe as part of a CEQA mitigation measure.

2.4.9 Contractor Awareness Training

There always remains a possibility that unanticipated discoveries may occur during project construction. For this reason, an archaeological sensitivity training program (Contractor Awareness Training) may be appropriate for both cultural resources and TCRs. In that event the City will develop a program with a focus that is tailored to the type of resources likely to be encountered. For example, a project that involves demolition and replacement of a historic-era building in old Roseville might have a greater potential for the discovery of historic (non-Native American) archaeological materials, and thus, a training program would be developed by a qualified professional archaeologist and not require participation by tribes. However, in cases where the project location is near a natural waterbody or is in an area determined to be sensitive for precontact or Native American resources, then the development of a training program would require input from culturally affiliated tribes.

If deemed necessary by the City, in consultation with a culturally affiliated tribe, sensitivity training should be conducted during a pre-construction meeting for construction supervisors prior to beginning any ground-disturbing project work. The sensitivity training program should provide information about notification procedures when potential archaeological material is discovered, procedures for coordination between construction personnel and monitoring personnel, and information about other treatment or issues that may arise if cultural resources (including human remains) are discovered during project construction. This protocol shall be communicated to all new construction personnel during orientation,

prior to the employee beginning ground-disturbing work on the project, and on a poster that is placed in a visible location inside the construction job trailer.

If the project has the potential to impact TCRs, then tribal input into the program is advised. In this case, the program should include relevant information regarding sensitive tribal cultural resources, including applicable regulations, protocols for avoidance, and consequences of violating state laws and regulations. The program should also describe appropriate avoidance and minimization measures for resources that have the potential to be located on the project site and will outline what to do and whom to contact if any potential TCRs are encountered. The program should also underscore the requirement for confidentiality and culturally appropriate treatment of any find of significance to Native Americans and behaviors, consistent with Native American Tribal values.

2.4.10 *Post-Review Discoveries*

There always remains the potential for ground-disturbing activities to expose previously unrecorded cultural resources or TCRs, even for projects that do not have known resources present. If subsurface deposits believed to be cultural or human in origin are discovered during construction, then the City must carry out steps to identify, evaluate, and treat the find in accordance with applicable state law. Because this potential exists for all projects that involve ground disturbance, it is recommended that an unanticipated discovery procedure be a required mitigation measure or condition of approval for all projects that will disturb the ground. Specific procedures for addressing discoveries are provided in the following chapter.

2.4.11 *Alternative Treatment Measures*

Based on the number and type of resources within a project, or based on the construction timing of the project, there may be a need to develop and negotiate certain types of mitigation that are not provided for above. There may also be requests from consulting tribes for methods of identification that may be considered to be non-traditional in mainstream cultural resources management (hereafter, “alternative”). The City, in consultation with appropriate professionals, experts, and tribes, shall be solely responsible for making the decision about whether or not an alternative method is appropriate for City projects. For private projects, where a project applicant objects to an alternative method, the City may opt to require a suitable substitute, as long as it has a similar result or effect. In any case, the City shall not require mitigation when the effects are found under CEQA to be not significant, and any such mitigation must be commensurate with the impact.

However, there are specific types of alternative methods that the City has determined are not appropriate at this time, including:

- Unless mutually agreed to by all culturally affiliated consulting tribe(s) and the City, use of forensic or human remains detection canines for surveys;
- Use of compensatory mitigation (payment of funds in exchange for impacts);
- Any mitigation or treatment that appears to benefit a specific entity, person, or tribe, rather than mitigating for a resource;

- Any method that is not proven or accepted by the professional community that would create an undue financial burden on the City or applicant; and
- Any other method or treatment that the City deems is not appropriate.

Controlled Grading

One example of an alternative method is controlled grading to slowly and carefully remove overburden and allow for less destructive exposure of any cultural constituents. This may be implemented during the excavation of soil that is identified as part of a precontact site. When used specifically for precontact archaeological sites or TCRs, this technique would, by definition, require the use of both an archaeological monitor and a tribal monitor from a culturally affiliated tribe. Because a tribal monitor would be required in this scenario, payment for monitoring is appropriate (see Section 3.0 for policies on payment).

Controlled grading would not be required for soil that is identified as non-cultural formational soil or fill dirt imported to the site that is determined to lack cultural constituents. The determination of the transition from cultural soil to formational soil should be made jointly by the project's archaeological consultant, City staff, culturally affiliated tribe(s), and geotechnical professionals.

Controlled grading will involve use of a small piece of equipment or a road grader to peel away native soil using shallow cuts made in approximately two-to-five-inch-deep layers. The grading equipment will push the shallow cuts of soil to the outside of the cultural deposit area. This deposited soil may be sampled and screened to ensure adequate detection of any cultural materials that may be present. The monitors will observe and may provide input on the controlled grading process; however, the pace of the grading and the depth of layers to be removed will be directed by the City and implemented by the contractor. The potential exists that discoveries may temporarily suspend the controlled grading process if they are significant and require focused archaeological excavations or other appropriate treatment.

The archaeological monitor and tribal monitor will observe the removal of soil by a backhoe equipped with a flat-edge bucket or follow closely behind the grading equipment and mark any cultural material with pin flags. Each artifact will be recorded to provide horizontal and vertical locational data. If no cultural deposits are encountered, the road grader will continue to make passes until one of two conditions are met (whichever occurs first):

- Grading will continue to a depth of 30 centimeters below the depth of any recorded artifacts, suggesting an end to the potential for cultural deposits; or
- Non-cultural formational soils are encountered that predate any human occupation of this location.

Once the cultural deposit has been completely removed, the controlled grading process will be terminated, and mass grading may proceed.

3.0 TRIBAL PARTICIPATION DURING PROJECT CONSTRUCTION

The intent of tribal consultation during project planning and environmental review is to resolve potential conflicts between projects and resources early in the planning stages. In many cases under the City's jurisdiction, this has been successful. However, there are circumstances that arise during project construction, such as unanticipated discoveries, that can lead to additional participation by tribes. This section describes the City's policies and procedures for addressing tribal participation during construction.

3.1 Policy of Payment for Tribal Participation During Construction

If the City determines that tribal monitoring or participation is required as a mitigation measure or condition of approval, then payment is appropriate (payment for non-required tribal observation and for consultation is not; see Section 2.0.). The following policy is intended for both City and private projects under the jurisdiction of the City.

When a mitigation measure of a certified environmental document or a condition of a permit or approval requires tribal monitoring of construction-related activities, the City shall retain the specified number of tribal monitor(s) under contract for the purpose expressed in the mitigation measure using the payment schedule provided further below.

3.1.1 Tribal Monitor

A tribal representative that is paid for his or her participation as a monitor:

- has the Tribe's authority to make daily decisions on Native American beliefs, wishes or policy, but may consult with other tribal members with authority and/or experience when it does not delay project progress;
- has the Tribe's authority to consult on their behalf with the Project Archaeologist on the archaeological investigations;
- is required to report to the appropriate tribal members on project progress, activities, finds, problems by whatever methods are appropriate;
- is required to report to the designated job supervisor on a daily basis; and
- has the Tribe's authority to lodge a formal complaint.

Examples (for the purpose of this section) include Tribal Historic Preservation Officers, Tribal Council Members, and Tribal Monitors. The Maximum Actual Hourly Rate paid for a Tribal Monitor shall be consistent with the most current version of the Caltrans North Region Native American Monitoring Procedures pay rates. The City will revisit the pay schedule with each update of these Guidelines, which may or may not result in a revision.

In addition, the following parameters apply:

- Tribal Monitors shall be compensated only for City-authorized labor spent on the job site and are subject to applicable labor laws with respect to paid rest breaks and unpaid meal periods.

- Tribal monitors shall be provided with a mileage reimbursement, based on the Internal Revenue Service reimbursement rate in effect at the time of travel. Mileage shall be calculated based on the distance between the job site and the main tribal office.
- The City shall not compensate more than one Tribal Monitor per project without prior approval by City staff in advance.
- The City shall not compensate trainees or interns for tribal monitoring.
- The City shall not pay for monitoring of activities that do not involve ground or vegetation disturbance that would have the potential to impact a TCR, as determined through the City's environmental review and associated consultation process.
- All representatives and monitors must adhere to job site safety protocols.
- Private property owners reserve the right to prohibit entry to private lands.
- The City will identify Tribal Monitors and will discuss Tribal Monitor assignments with culturally affiliated tribes prior to monitoring activities.
- The City shall use a temporary employment agency to handle all employment paperwork, insurance, and employment law compliance; Tribal Monitors shall not be considered employees of the City.

Pay rates for tribal monitoring and participation for private developments (where the City is not the project proponent) may be separately negotiated between the tribe and project proponent. Nothing in these guidelines or in applicable law prohibits a private landowner from separately entering into an agreement with a tribe to provide unrequired monitoring or monitoring at higher rates, so long as doing so does not attempt to circumvent existing laws and consultation processes.

In the event that the City receives a request for tribal monitoring after project approval, which may be just before or during construction, when tribal monitoring was not a mitigation measure or condition of approval, the City shall not pay for tribal monitoring. However, the City will consider requests from interested tribes to visit the project site to observe project activities on a voluntary basis, as long as appropriate safety procedures are followed and a waiver of liability (including proof of workers compensation insurance) is on file with the City.

3.2 Contractor Guidance for the Response to Unanticipated Discoveries

In the event that project construction activities result in the discovery of previously unknown cultural resources, which may or may not include TCRs, the following procedures generally apply. These procedures may be superseded by equivalent or more effective mitigation measures in the approved CEQA document, or by federal permits and conditions. Therefore, these procedures are intended to serve as guidance when another permit or environmental document is silent on one or more of these issues. Deviation from these procedures may also be warranted, in the event that the discovery is atypical. The City shall exercise discretion in deviating from this guidance. The City may also choose to extend the timelines as stated in the procedures below. Any extension of timelines shall be documented in writing, which may be satisfied by electronic communication.

3.2.1 *Initial Pause and Assessment for All Discoveries, Regardless of Cultural Affiliation*

In the event of an unanticipated discovery during construction, all ground disturbing work must pause within a 100-foot radius of the discovery, and the construction manager must take reasonable measures to protect the discovery from damage by equipment or personnel. This may include placement of plywood or steel plates over the excavation area (if feasible), or placement of exclusionary fencing. Work may continue on other parts of the project while the following procedures are carried out, but construction personnel are strictly prohibited from disclosing the discovery to the public, which includes posting on social media.

Immediately upon taking reasonable measures to protect the discovery, the construction manager must notify the City's representative by phone, regardless of the presence of an archaeological or tribal monitor. The City's representative will immediately coordinate with the monitoring archaeologist (if present) or contact the project archaeologist, or, in the absence of either, contact a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for archaeologist.

The professional archaeologist must make a determination, based on professional judgement and supported by substantial evidence, within one business day of being notified, as to whether or not the find represents a cultural resource or has the potential to be a tribal cultural resource. The subsequent actions will be determined by the type of discovery, as described below. These include: 1) a work pause that, upon further investigation, is not actually a discovery and the work pause was simply needed in order to allow for closer examination of soil (a "false alarm"); 2) a work pause and subsequent action for discoveries that are clearly not related to tribal resources, such as can and bottle dumps, artifacts of European origin, and remnants of built environment features; and 3) a work pause and subsequent action for discoveries that are likely related to tribal resources, such as midden soil, bedrock mortars, groundstone, or other similar expressions.

Whenever there is question as to whether or not the discovery represents a tribal resource, the City shall consult with culturally affiliated tribes in making the determination. Whenever a tribal monitor is present, he or she shall be consulted.

3.2.2 *Response to False Alarms*

If the professional archaeologist determines that the find is negative for any cultural indicators, then work may resume immediately upon notice to proceed from the City's representative. No further notifications or tribal consultation is necessary, because the discovery is not a cultural resource of any kind. Should tribal representatives or monitors desire to take possession of non-cultural materials, the tribe may execute a voluntary agreement with the property owner to take possession as long as removal has been approved in writing by the property owner (if not the City). In this case, where the find is determined to not be a cultural resource, then the maximum delay to the project activities is expected to be one business day.

If the find represents a paleontological resource, then the City's representative will notify a professionally qualified paleontologist to address the find separately and notice to resume work at that location cannot occur until authorized by the City's representative, and the time required to do so is not addressed in this

guidance. Tribal representatives may not remove paleontological materials without permission from the City and property owner (if not the City).

If the find is determined to be a cultural resource, then the procedures below apply.

3.2.3 *Response to Non-Tribal Discoveries*

If a tribal monitor is not present at the time of discovery and the professionally qualified archaeologist determines that the discovery is a cultural resource but is not reasonably associated with Native American culture, then the City shall notify by e-mail any tribes that specifically requested notification of such discoveries, with a description and a photograph of the find. These requests for notification must be provided to the City in writing in advance of a discovery. Notified tribes shall be afforded up to 24 hours (none of which time period may fall on weekends or City holidays) to review the information (which may or may not include a site visit) and determine whether or not the tribe possesses information about the discovery that would differ from the determination made by the professionally qualified archaeologist. If a notified tribe responds within 24 hours to indicate that the find represents a tribal cultural resource, then work may not resume at the location until the City, in consultation with the tribe(s), addresses the find in accordance with CEQA and Section 3.2.4.

If the tribe fails to respond within 24 hours or responds to concur with the archaeologist that the discovery does not constitute a tribal resource, then the archaeologist shall submit to the City, within two business days, a brief plan for evaluating the significance and recommended treatment. The City shall have up to two business days to review and approve the implementation of the plan.

Upon receiving a notice to proceed from the City, the professional archaeologist must complete the evaluation within five business days, unless additional time is granted by the City in light of the nature of the find. The results of the evaluation may be communicated to the City in an email; formal reporting may continue during construction, after the data collection is completed and the City authorizes a notice to resume work at the location.

If the evaluation results in a finding that the discovery is not a historical resource under CEQA, then work may resume at the location of the discovery immediately upon notification of such from the City's representative. The delay to project construction at that location would be expected to be no more than 10 business days.

If the evaluation results in a finding that the discovery is a historical resource under CEQA, then the professional archaeologist shall immediately implement the treatment specified in the work plan. Work may not resume at the location of the discovery until the City issues a notice to proceed. The amount of delay to the discovery location depends on the nature and extent of the discovery; however, the City shall issue a notice to resume work at that location as soon as data collection is completed by the archaeologist. Formal reporting and analysis may continue during construction, after the City authorizes a notice to resume work at the location.

3.2.4 *Response to Tribal Discoveries*

If the professional archaeologist determines within one business day that the find does represent a cultural resource, and that it is reasonably believed to be associated with Native American culture, or when a notified tribe responds pursuant to the notification process in Section 3.2.3 that the find does, in fact,

represent tribal resources, then the City shall notify by email, within one business day of receiving such information, all culturally affiliated tribes that specifically requested such tribal consultation notification during environmental review and planning. Tribes that did not respond to offers to consult or declined consultation without such request for notification will not be contacted. Each notified tribe will have one business day from the time of notification to request a visit of the discovery location (if so desired). Tribal representatives who wish to visit the location must notify the City's representative in its response to obtain access and safety information and all non-agency and non-contracted personnel are subject to approval by private property owners. However, it should be noted that while a property owner has the legal right to approve non-agency and non-contracted personnel, the City will not authorize work to resume until appropriate personnel have been approved for entry so that the project conditions can be satisfied. Notified tribes that do not respond or visit the location within one business day may submit comments to the City in writing; however, field visits may or may not be accommodated.

Each visiting tribe will have two business days from the time of the site visit to submit written recommendations to the City for appropriate treatment. Recommendations must be accompanied by supporting information that constitutes substantial evidence for any determination of a TCR. Any recommendations for treatment or mitigation are subject to the process illustrated in Figure 1. Only those recommendations that are determined by the City, as lead agency and engaging in good faith consultation, to be both appropriate and allowable under CEQA would be subject to payment for tribal representatives or monitors.

The City shall have three business days from the close of the two-day comment period to review the information submitted and determine: 1) whether or not the find is subject to state law; 2) whether or not the find represents either a TCR or a historical resource; 3) whether or not the find has been significantly impacted; and if so, then 4) the appropriate treatment. In the absence of substantial evidence or in the case of conflicting tribal comments, the City may elect to exercise one or more of the options specified in Section 21084.3(b), if feasible. Any recommendations submitted by tribes that are not implemented by the City shall be documented in the administrative record with an explanation as to why the recommendations were rejected. If the City determines that the find is either a TCR or a historical resource, then work cannot resume at that location until the resource is treated to the satisfaction of the City, acting as the Lead Agency.

If the City determines that the find is neither a TCR nor a historical resource, then no additional treatment is necessary under state law, and the City's representative shall issue a notice to proceed with activity at that location. In this case, the maximum delay to project activities is expected to be eight business days.

The amount of delay to the discovery location depends on the nature and extent of the discovery; however, the City shall issue a notice to resume work at that location as soon as possible. If other areas outside of the 100-foot radius of the discovery are available to continue with work, notice to resume work may be given for these locations. Formal reporting or other types of mitigation (such as public interpretation) may continue during construction, after the City authorizes a notice to resume work at the location.

3.2.5 *Response to Human Remains Subject to State Law*

If it is determined that human remains are found, or remains that are potentially human, then the treatment shall conform to the requirements of state law under California Health and Safety Code Section 7050.5

and Public Resources Code (PRC) Section 5097.98. For the purposes of this project, the definition of remains subject to state law (Section 5097.98) shall apply. This definition states: “(d)(1) Human remains of a Native American may be an inhumation or cremation, and in any state of decomposition or skeletal completeness. (2) Any items associated with the human remains that are placed or buried with the Native American human remains are to be treated in the same manner as the remains, but do not by themselves constitute human remains. “The City understands that Native American tribes ascribe importance to objects and surrounding soil matrix associated with human remains that is broader than what is defined in state law. The City will consider requests from tribes to treat additional objects and matrix in the same manner as human remains and will exercise its discretion in doing so on a case-by-case basis.

If the find includes human remains, or remains that are potentially human (as defined in state law), then the individual making the discovery shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641, Native American human remains and multiple human remains). The archaeologist shall notify the Placer County Coroner (per Section 7050.5 of the Health and Safety Code). The provisions of Section 7050.5 of the California Health and Safety Code, Section 5097.98 of the California Public Resources Code, and AB 2641 will be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, then the Coroner will notify the NAHC, which then will designate a Native American MLD for the project (Section 5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. Further, pursuant to California Public Resources Code Section 5097.98(b), remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the landowner does not agree with the recommendations of the MLD, then the NAHC can mediate (Section 5097.94 of the Public Resources Code). If no agreement is reached, the landowner must rebury the remains where they will not be further disturbed (Section 5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center, using an open space zoning designation or deed restriction as appropriate, and/or recording a reinterment document with Placer County (AB 2641).

3.3 Policy of Payment for Unanticipated Discovery Response

Under state law (Public Resources Code section 5097.98(a)), where human remains are encountered and the NAHC identifies a MLD, the MLD “may, with the permission of the owner of the land, or his or her authorized representative, inspect the site of the discovery of the Native American human remains and may recommend to the owner or the person responsible for the excavation work means for treatment or disposition, with appropriate dignity, of the human remains and any associated grave goods. The descendants shall complete their inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site.” The landowner must next discuss and confer with the MLD “all reasonable options regarding the descendants’ preferences for treatment.”

The Public Resources Code (PRC section 5097.98(e)) further provides: “Whenever the commission is unable to identify a descendant, or the descendants identified fail to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.”

The Public Resources Code requires that under limited circumstances (e.g., when the MLD fails to make a recommendation, or the landowner rejects the recommendation) the landowner must reinter remains and associated items. It is therefore the City's policy to cover the reasonable cost of that reinterment when the find occurs on City property. In the event that reinterment applies to projects on non-City (private) property, then the landowner may negotiate the cost separately with the MLD.

In the event of the disturbance of human remains on City-owned property, the City shall be responsible for the reasonable reinterment of remains in a manner that is considered equivalent to the physical condition that the remains were in at the time of discovery, with the intent of restoring the remains to that form. That is, the City is responsible for mitigating direct, physical construction impacts caused by a City project to human remains, consistent with the nexus provisions of CEQA. Any proposal for reburial on City property must first be reviewed and approved by the City to confirm the location does not conflict with current or reasonably foreseeable City improvements, utilities, maintenance, or other City operations.

For the purposes of this section, "remains" is inclusive of associated grave goods, plus any additional objects and matrix the City has agreed to treat in the same manner are human remains. The City will not compensate or reimburse for the processing of remains or reburial using methods that cannot be reasonably ascertained from the discovery. The City is responsible for the reasonable and necessary costs of the disinterment and reinterment process, but not for any cleaning, blessing, data recovery, or other "processing" of the remains, or for any interim storage where the purpose is to provide space for such "processing." As an example, if the remains were encountered as a cremation, the City will not pay for the cost of reintering the cremains in wooden boxes or with other materials, as doing so would not be returning them to their original form at the time of discovery. However, the City will make reasonable accommodations of time for the MLD to prepare the cremains in any other manner that is beyond that which the City can compensate. Examples are given below; they are intended for illustrative purposes only and may not represent all potential scenarios encountered. These examples would also provide guidance to the discovery of non-Native American human remains that are not the result of a crime scene. These examples are written based on the assumption that the remains are left in place until the new burial site is prepared, and therefore interim storage is not needed. However, there may be circumstances in which the City determines that interim storage would be needed, such as if the remains need to be removed from the construction site before the new burial site is ready.

3.3.1 *Scenario 1*

In the event of the discovery of cremated or fragmented remains in a discrete concentration, the City will be financially responsible for securing a location free from future disturbance; retaining a tribal representative to oversee or carry out the placement of remains into the reinterment location; transport of the remains to the reinterment site; providing a backhoe and operator to excavate a reinterment location roughly proportional to the dimensions of the concentrations and backfilling after reinterment; and filing of a deed restriction on the location to ensure no future disturbance, as necessary. The City will not be financially responsible for religious ceremony, ritual, or blessing; wrapping, padding, or similar preparation; wooden boxes or vessels; or space for interim storage or processing; however, the City will not willfully interfere with religious expression by Native American tribes, should they wish to provide additional treatment of materials prior to reburial.

3.3.2 Scenario 2

In the event of the discovery of cremated or fragmented remains in a dispersed context that are not in a discrete concentration or intact burial, the City will be financially responsible for securing a location free from future disturbance; retaining a tribal representative to oversee or carry out the placement of remains into the reinterment location; transport of the remains to the reinterment site; providing a backhoe and operator to excavate a reinterment location roughly proportional to the volume of material recovered, and backfilling after reinterment; and filing of a deed restriction on the location to ensure no future disturbance, as necessary. The City will not be financially responsible for religious ceremony, ritual, or blessing; wrapping, padding, or similar preparation; wooden boxes or vessels; or space for interim storage or processing; however, the City will not willfully interfere with religious expression by Native American tribes, should they wish to provide additional treatment of materials prior to reburial.

3.3.3 Scenario 3

In the event of the discovery of an intact burial (articulated skeleton), the City will be financially responsible for securing a location free from future disturbance; retaining a tribal representative from the MLD to oversee or carry out the placement of remains into the reinterment location in a similar configuration as original burial; transport of the remains to the reinterment site; providing a backhoe and operator to excavate a reinterment location roughly proportional to the dimensions of the burial(s), and backfilling after reinterment; and filing of a deed restriction on the location to ensure no future disturbance, as necessary. The City will not be financially responsible for religious ceremony, ritual, or blessing; wrapping, padding, or similar preparation; wooden boxes or vessels; or space for interim storage or processing; however, the City will not willfully interfere with religious expression by Native American tribes, should they wish to provide additional treatment of materials prior to reburial.

3.3.4 Scenario 4

In the event of the discovery of an intact grave with remnants of, or an intact, coffin or container, the City will be financially responsive for securing a location free from future disturbance; if the coffin or container was damaged during the unanticipated discovery, materials and labor to create or provide a replacement coffin or container that is roughly in-kind if requested by the MLD¹; retaining a tribal representative to oversee or carry out the placement of remains into the coffin or container and into the reinterment location; transport of the remains to the reinterment site; providing a backhoe and operator to excavate a reinterment location roughly proportional to the dimensions of the grave, and backfilling after reinterment; and filing of a deed restriction on the location to ensure no future disturbance, as necessary. The City will not be financially responsible for religious ceremony, ritual, or blessing; wrapping, padding, or similar preparation; or space for interim storage or processing; however, the City will not willfully interfere with religious expression by Native American tribes, should they wish to provide additional treatment of materials prior to reburial.

¹ The original coffin or container may be of religious or other significance to the MLD, and therefore replacement should be offered, but should be a decision of the MLD.

4.0 REFERENCES

Placeworks. 2012. A Practical Guide to the California Environmental Quality Act.

Internal Guidance for Management of Tribal Cultural Resources and Consultation

Volume II: Implementation Manual

City of Roseville

July 2020



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CONTENTS

Part A – AB 52 Procedures

Part B – SB 18 Procedures

Part C – Mitigation Measure Language

Part D – General Reference Materials

July 2020



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PART A

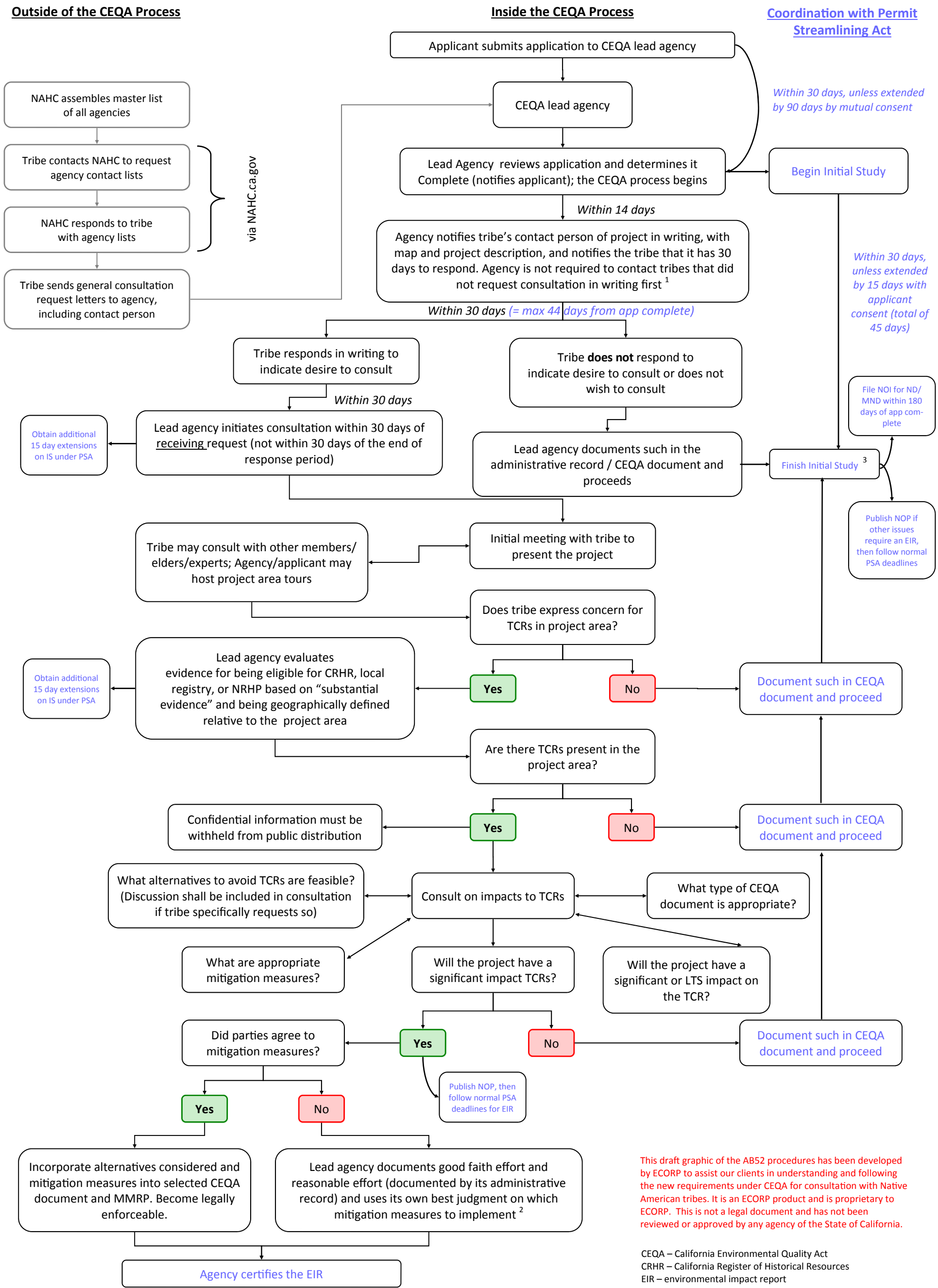
AB 52 Procedures

July 2020



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An Interpretation of AB 52 Native American Consultation Procedures Under CEQA



¹ in accordance with 21080.3.1(b)(1), consultation is triggered by a tribe notifying the Lead Agency in writing of its desire to consult. This does not preclude optional tribal consultation with tribes who did not send a general request letter, but in such a case, said consultation does not technically fall under AB 52.

² e.g., preservation and avoidance; protecting cultural character, traditional use, and confidentiality; and use of conservation easements.

³ even absent formal tribal consultation, the CEQA document must still address impacts to TCRs, which should, at minimum, include results of a search of the Sacred Lands File by the NAHC.

This draft graphic of the AB52 procedures has been developed by ECORP to assist our clients in understanding and following the new requirements under CEQA for consultation with Native American tribes. It is an ECORP product and is proprietary to ECORP. This is not a legal document and has not been reviewed or approved by any agency of the State of California.

CEQA – California Environmental Quality Act
CRHR – California Register of Historical Resources
EIR – environmental impact report
NAHC – Native American Heritage Commission
ND/MND – negative declaration/mitigated negative declaration
MMRP – mitigation monitoring and reporting program
TCR – tribal cultural resources

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

10/6/2015

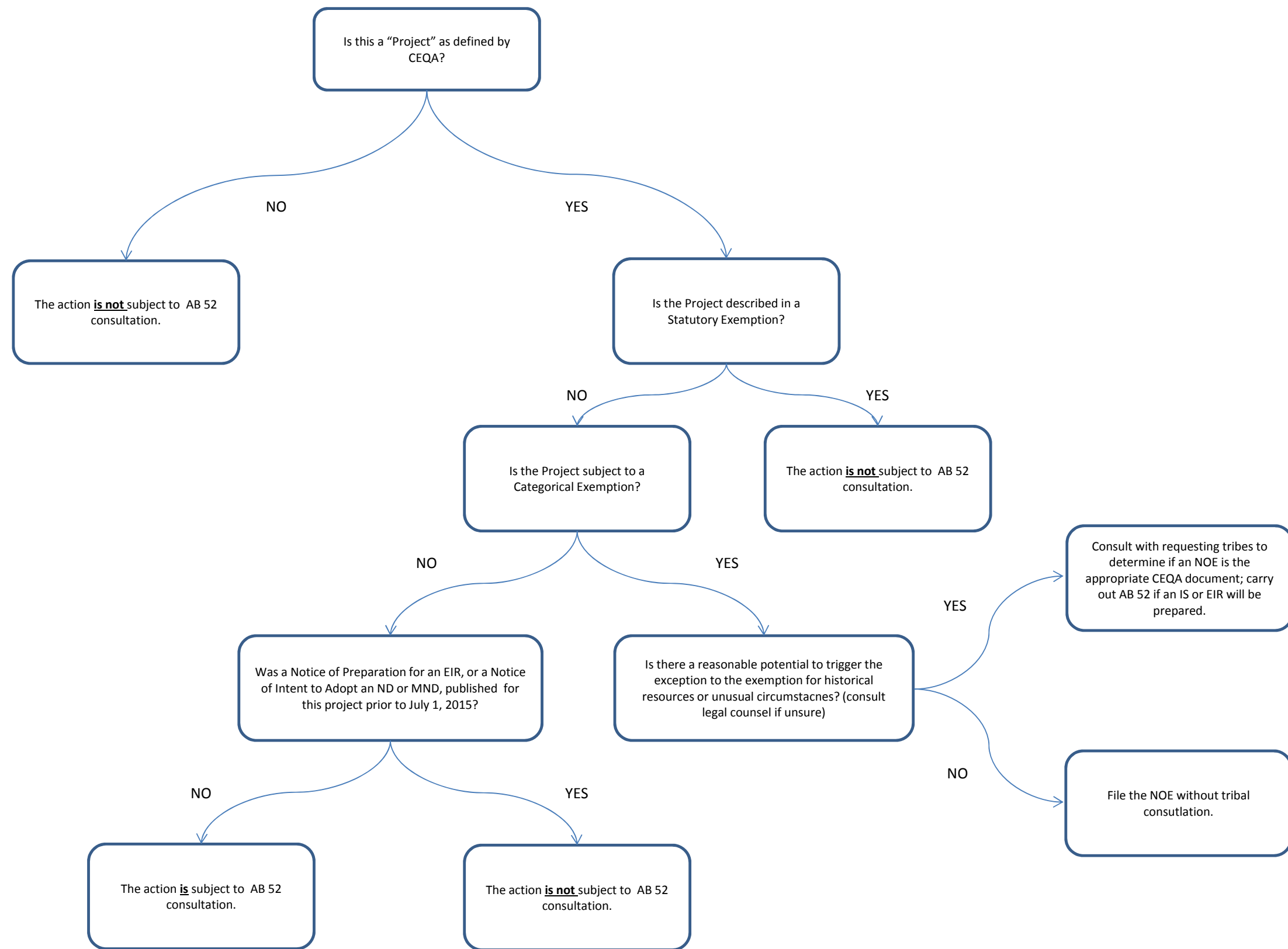


Chart 1

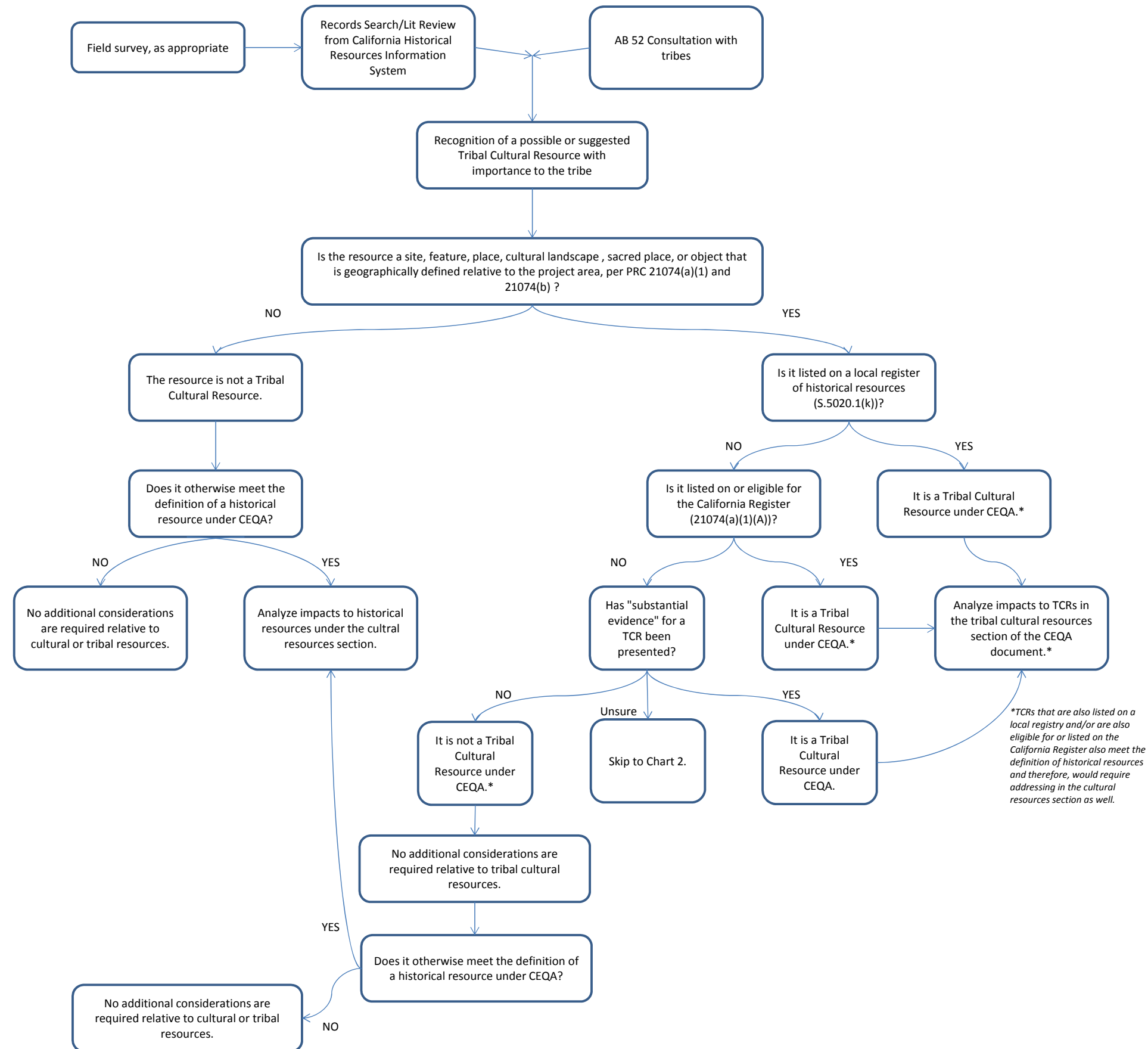
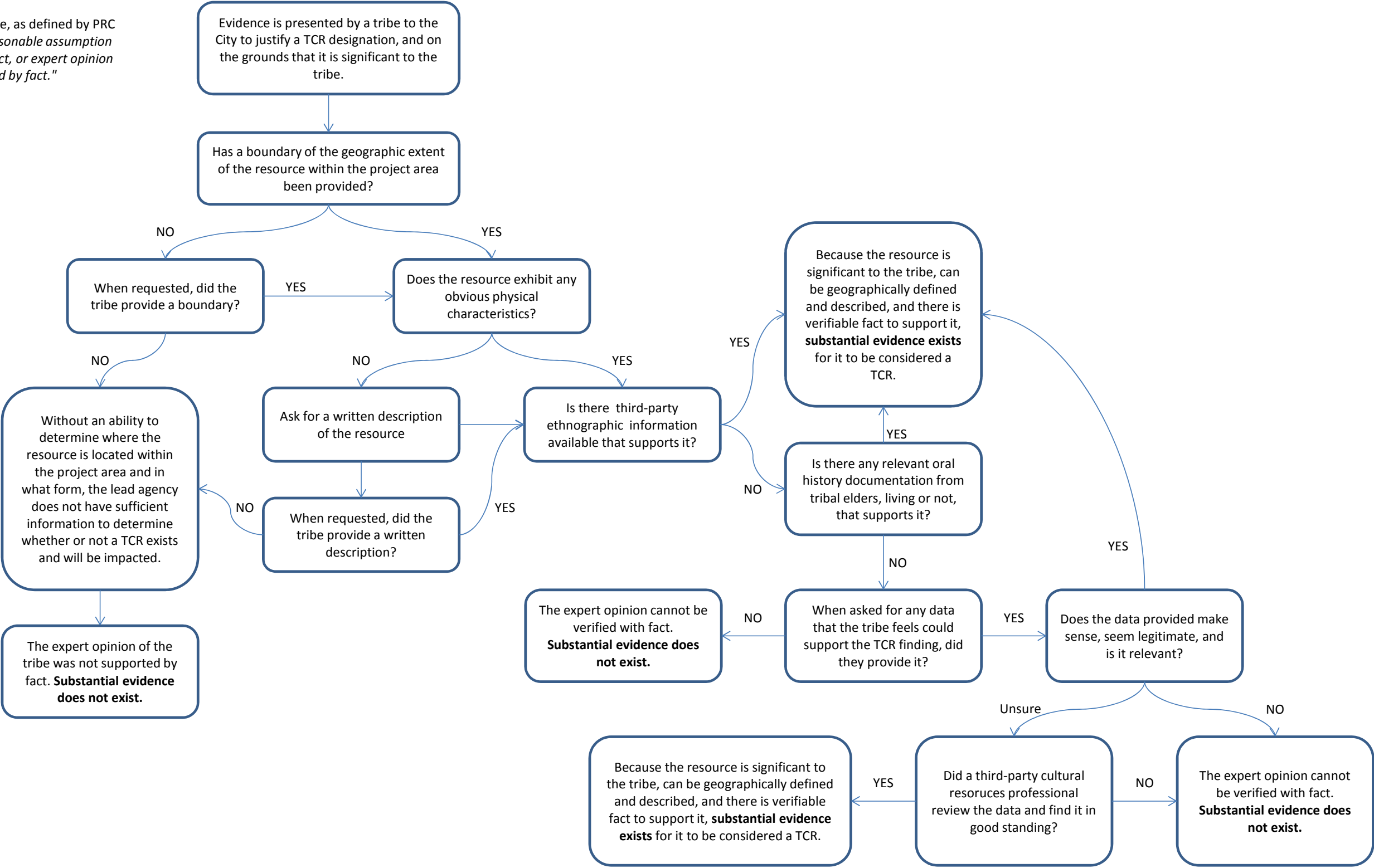


Chart 2

Substantial evidence, as defined by PRC 21080: "fact, a reasonable assumption predicated upon fact, or expert opinion supported by fact."



AB 52 Compliance Verification

Project Name: [Click here to enter text.](#)

Project Number: [Click here to enter text.](#)

Screening Checklist

Result: project ☐ **is** ☐ **is not** subject to AB 52 consultation

Date determined: [Click here to enter a date.](#)

Staff: [Click here to enter text.](#)

Comments: [Click here to enter text.](#)

Date of Decision to Initiate CEQA: [Click here to enter a date.](#) **Staff:** [Click here to enter text.](#)

(reminder: 14-day notification letters must be sent by [Click here to enter a date.](#))

Review of General Consultation Request Directory

Date reviewed: [Click here to enter a date.](#)

Staff: [Click here to enter text.](#)

The following letters are on file with the City and pertain to this project, and constitute the tribes that will be consulted under AB 52 for this project:

Tribe: [Click here to enter text.](#)

Letter date: [Click here to enter a date.](#)

Tribe: [Click here to enter text.](#)

Letter date: [Click here to enter a date.](#)

Tribe: [Click here to enter text.](#)

Letter date: [Click here to enter a date.](#)

Tribe: [Click here to enter text.](#)

Letter date: [Click here to enter a date.](#)

Tribe: [Click here to enter text.](#)

Letter date: [Click here to enter a date.](#)

14-day Notification Letters

Letter date: [Click here to enter a date.](#)

Mailed date: [Click here to enter a date.](#)

Method: [Choose an item.](#)
CEQA.

Mailed date is: [Click here to enter text.](#)days past start of

30-day response window ends: Click here to enter a date.

Comments: Click here to enter text.

Responses Received from 14-day Notification Letters

Tribe: Click here to enter text. **Date:** Click here to enter a date. **Response:** Choose an item.

Tribe: Click here to enter text. **Date:** Click here to enter a date. **Response:** Choose an item.

Tribe: Click here to enter text. **Date:** Click here to enter a date. **Response:** Choose an item.

Tribe: Click here to enter text. **Date:** Click here to enter a date. **Response:** Choose an item.

Tribe: Click here to enter text. **Date:** Click here to enter a date. **Response:** Choose an item.

Note: for tribes accepting consultation invitation, initiation must occur within 30 days of receiving the response, not 30 days from the end of the 30-day response period.

Initiation of Consultation

☐ check here if no tribes requested consultation

The following letters were sent to consulting tribes to initiate consultation:

Tribe: Click here to enter text. **Date:** Click here to enter a date.

Tribe: Click here to enter text. **Date:** Click here to enter a date.

Tribe: Click here to enter text. **Date:** Click here to enter a date.

Tribe: Click here to enter text. **Date:** Click here to enter a date.

Tribe: Click here to enter text. **Date:** Click here to enter a date.

Consultation

Indicate for each tribe consulted whether or not it requested a discussion on alternatives and whether or not it recommended mitigation measures. Refer to consultation record for details.

Tribe: Click here to enter text. ☐ requested alternatives ☐ recommended mitigation measures

Tribe: Click here to enter text. ☐ requested alternatives ☐ recommended mitigation measures

Tribe: Click here to enter text. ☐ requested alternatives ☐ recommended mitigation measures

Tribe: Click here to enter text. ☐ requested alternatives ☐ recommended mitigation measures

Tribe: Click here to enter text. ☐ requested alternatives ☐ recommended mitigation measures

Conclusion of Consultation

Tribe: Click here to enter text.

Concurrence: ☐ **was** ☐ **was not** achieved with the City for the following reason:
Click here to enter text.

Tribe: Click here to enter text.

Concurrence: ☐ **was** ☐ **was not** achieved with the City for the following reason:
Click here to enter text.

Tribe: Click here to enter text.

Concurrence: ☐ **was** ☐ **was not** achieved with the City for the following reason:
Click here to enter text.

Tribe: Click here to enter text.

Concurrence: ☐ **was** ☐ **was not** achieved with the City for the following reason:
Click here to enter text.

Tribe: Click here to enter text.

Concurrence: ☐ **was** ☐ **was not** achieved with the City for the following reason:
Click here to enter text.

Required Mitigation Measures

MM-TCR 1: Click here to enter text.

MM-TCR 2: Click here to enter text.

MM-TCR 3: Click here to enter text.

Consultation Termination Letters

Letter date: Click here to enter a date. **Mailed date:** Click here to enter a date.

Method: Choose an item.

Assembly Bill No. 52

CHAPTER 532

An act to amend Section 5097.94 of, and to add Sections 21073, 21074, 21080.3.1, 21080.3.2, 21082.3, 21083.09, 21084.2, and 21084.3 to, the Public Resources Code, relating to Native Americans.

[Approved by Governor September 25, 2014. Filed with
Secretary of State September 25, 2014.]

LEGISLATIVE COUNSEL'S DIGEST

AB 52, Gatto. Native Americans: California Environmental Quality Act.

Existing law, the Native American Historic Resource Protection Act, establishes a misdemeanor for unlawfully and maliciously excavating upon, removing, destroying, injuring, or defacing a Native American historic, cultural, or sacred site, that is listed or may be eligible for listing in the California Register of Historic Resources.

The California Environmental Quality Act, referred to as CEQA, requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA requires the lead agency to provide a responsible agency with specified notice and opportunities to comment on a proposed project. CEQA requires the Office of Planning and Research to prepare and develop, and the Secretary of the Natural Resources Agency to certify and adopt, guidelines for the implementation of CEQA that include, among other things, criteria for public agencies to following in determining whether or not a proposed project may have a significant effect on the environment.

This bill would specify that a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource, as defined, is a project that may have a significant effect on the environment. The bill would require a lead agency to begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project, if the tribe requested to the lead agency, in writing, to be informed by the lead agency of proposed projects in that geographic area and the tribe requests consultation, prior to determining whether a negative declaration, mitigated negative declaration, or environmental impact report is required for a project. The bill would

specify examples of mitigation measures that may be considered to avoid or minimize impacts on tribal cultural resources. The bill would make the above provisions applicable to projects that have a notice of preparation or a notice of negative declaration filed or mitigated negative declaration on or after July 1, 2015. The bill would require the Office of Planning and Research to revise on or before July 1, 2016, the guidelines to separate the consideration of tribal cultural resources from that for paleontological resources and add consideration of tribal cultural resources. By requiring the lead agency to consider these effects relative to tribal cultural resources and to conduct consultation with California Native American tribes, this bill would impose a state-mandated local program.

Existing law establishes the Native American Heritage Commission and vests the commission with specified powers and duties.

This bill would additionally require the commission to provide each California Native American tribe, as defined, on or before July 1, 2016, with a list of all public agencies that may be a lead agency within the geographic area in which the tribe is traditionally and culturally affiliated, the contact information of those agencies, and information on how the tribe may request those public agencies to notify the tribe of projects within the jurisdiction of those public agencies for the purposes of requesting consultation.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. (a) The Legislature finds and declares all of the following:

(1) Current state law provides a limited measure of protection for sites, features, places, objects, and landscapes with cultural value to California Native American tribes.

(2) Existing law provides limited protection for Native American sacred places, including, but not limited to, places of worship, religious or ceremonial sites, and sacred shrines.

(3) The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) does not readily or directly include California Native American tribes' knowledge and concerns. This has resulted in significant environmental impacts to tribal cultural resources and sacred places, including cumulative impacts, to the detriment of California Native American tribes and California's environment.

(4) As California Native Americans have used, and continue to use, natural settings in the conduct of religious observances, ceremonies, and cultural practices and beliefs, these resources reflect the tribes' continuing cultural ties to the land and their traditional heritages.

(5) Many of these archaeological, historical, cultural, and sacred sites are not located within the current boundaries of California Native American reservations and rancherias, and therefore are not covered by the protectionist policies of tribal governments.

(b) In recognition of California Native American tribal sovereignty and the unique relationship of California local governments and public agencies with California Native American tribal governments, and respecting the interests and roles of project proponents, it is the intent of the Legislature, in enacting this act, to accomplish all of the following:

(1) Recognize that California Native American prehistoric, historic, archaeological, cultural, and sacred places are essential elements in tribal cultural traditions, heritages, and identities.

(2) Establish a new category of resources in the California Environmental Quality Act called “tribal cultural resources” that considers the tribal cultural values in addition to the scientific and archaeological values when determining impacts and mitigation.

(3) Establish examples of mitigation measures for tribal cultural resources that uphold the existing mitigation preference for historical and archaeological resources of preservation in place, if feasible.

(4) Recognize that California Native American tribes may have expertise with regard to their tribal history and practices, which concern the tribal cultural resources with which they are traditionally and culturally affiliated. Because the California Environmental Quality Act calls for a sufficient degree of analysis, tribal knowledge about the land and tribal cultural resources at issue should be included in environmental assessments for projects that may have a significant impact on those resources.

(5) In recognition of their governmental status, establish a meaningful consultation process between California Native American tribal governments and lead agencies, respecting the interests and roles of all California Native American tribes and project proponents, and the level of required confidentiality concerning tribal cultural resources, at the earliest possible point in the California Environmental Quality Act environmental review process, so that tribal cultural resources can be identified, and culturally appropriate mitigation and mitigation monitoring programs can be considered by the decisionmaking body of the lead agency.

(6) Recognize the unique history of California Native American tribes and uphold existing rights of all California Native American tribes to participate in, and contribute their knowledge to, the environmental review process pursuant to the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(7) Ensure that local and tribal governments, public agencies, and project proponents have information available, early in the California Environmental Quality Act environmental review process, for purposes of identifying and addressing potential adverse impacts to tribal cultural resources and to reduce the potential for delay and conflicts in the environmental review process.

(8) Enable California Native American tribes to manage and accept conveyances of, and act as caretakers of, tribal cultural resources.

(9) Establish that a substantial adverse change to a tribal cultural resource has a significant effect on the environment.

SEC. 2. Section 5097.94 of the Public Resources Code is amended to read:

5097.94. The commission shall have the following powers and duties:

(a) To identify and catalog places of special religious or social significance to Native Americans, and known graves and cemeteries of Native Americans on private lands. The identification and cataloging of known graves and cemeteries shall be completed on or before January 1, 1984. The commission shall notify landowners on whose property such graves and cemeteries are determined to exist, and shall identify the Native American group most likely descended from those Native Americans who may be interred on the property.

(b) To make recommendations relative to Native American sacred places that are located on private lands, are inaccessible to Native Americans, and have cultural significance to Native Americans for acquisition by the state or other public agencies for the purpose of facilitating or assuring access thereto by Native Americans.

(c) To make recommendations to the Legislature relative to procedures which will voluntarily encourage private property owners to preserve and protect sacred places in a natural state and to allow appropriate access to Native American religionists for ceremonial or spiritual activities.

(d) To appoint necessary clerical staff.

(e) To accept grants or donations, real or in kind, to carry out the purposes of this chapter.

(f) To make recommendations to the Director of Parks and Recreation and the California Arts Council relative to the California State Indian Museum and other Indian matters touched upon by department programs.

(g) To bring an action to prevent severe and irreparable damage to, or assure appropriate access for Native Americans to, a Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine located on public property, pursuant to Section 5097.97. If the court finds that severe and irreparable damage will occur or that appropriate access will be denied, and appropriate mitigation measures are not available, it shall issue an injunction, unless it finds, on clear and convincing evidence, that the public interest and necessity require otherwise. The Attorney General shall represent the commission and the state in litigation concerning affairs of the commission, unless the Attorney General has determined to represent the agency against whom the commission's action is directed, in which case the commission shall be authorized to employ other counsel. In any action to enforce the provisions of this subdivision the commission shall introduce evidence showing that such cemetery, place, site, or shrine has been historically regarded as a sacred or sanctified place by Native American people and represents a place of unique historical and cultural significance to an Indian tribe or community.

(h) To request and utilize the advice and service of all federal, state, local, and regional agencies.

(i) To assist Native Americans in obtaining appropriate access to sacred places that are located on public lands for ceremonial or spiritual activities.

(j) To assist state agencies in any negotiations with agencies of the federal government for the protection of Native American sacred places that are located on federal lands.

(k) To mediate, upon application of either of the parties, disputes arising between landowners and known descendents relating to the treatment and disposition of Native American human burials, skeletal remains, and items associated with Native American burials.

The agreements shall provide protection to Native American human burials and skeletal remains from vandalism and inadvertent destruction and provide for sensitive treatment and disposition of Native American burials, skeletal remains, and associated grave goods consistent with the planned use of, or the approved project on, the land.

(l) To assist interested landowners in developing agreements with appropriate Native American groups for treating or disposing, with appropriate dignity, of the human remains and any items associated with Native American burials.

(m) To provide each California Native American tribe, as defined in Section 21073, on or before July 1, 2016, with a list of all public agencies that may be a lead agency pursuant to Division 13 (commencing with Section 21000) within the geographic area with which the tribe is traditionally and culturally affiliated, the contact information of those public agencies, and information on how the tribe may request the public agency to notify the tribe of projects within the jurisdiction of those public agencies for the purposes of requesting consultation pursuant to Section 21080.3.1.

SEC. 3. Section 21073 is added to the Public Resources Code, to read:

21073. “California Native American tribe” means a Native American tribe located in California that is on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004.

SEC. 4. Section 21074 is added to the Public Resources Code, to read:

21074. (a) “Tribal cultural resources” are either of the following:

(1) Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:

(A) Included or determined to be eligible for inclusion in the California Register of Historical Resources.

(B) Included in a local register of historical resources as defined in subdivision (k) of Section 5020.1.

(2) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the

lead agency shall consider the significance of the resource to a California Native American tribe.

(b) A cultural landscape that meets the criteria of subdivision (a) is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape.

(c) A historical resource described in Section 21084.1, a unique archaeological resource as defined in subdivision (g) of Section 21083.2, or a “nonunique archaeological resource” as defined in subdivision (h) of Section 21083.2 may also be a tribal cultural resource if it conforms with the criteria of subdivision (a).

SEC. 5. Section 21080.3.1 is added to the Public Resources Code, to read:

21080.3.1. (a) The Legislature finds and declares that California Native American tribes traditionally and culturally affiliated with a geographic area may have expertise concerning their tribal cultural resources.

(b) Prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report for a project, the lead agency shall begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project if: (1) the California Native American tribe requested to the lead agency, in writing, to be informed by the lead agency through formal notification of proposed projects in the geographic area that is traditionally and culturally affiliated with the tribe, and (2) the California Native American tribe responds, in writing, within 30 days of receipt of the formal notification, and requests the consultation. When responding to the lead agency, the California Native American tribe shall designate a lead contact person. If the California Native American tribe does not designate a lead contact person, or designates multiple lead contact people, the lead agency shall defer to the individual listed on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004. For purposes of this section and Section 21080.3.2, “consultation” shall have the same meaning as provided in Section 65352.4 of the Government Code.

(c) To expedite the requirements of this section, the Native American Heritage Commission shall assist the lead agency in identifying the California Native American tribes that are traditionally and culturally affiliated with the project area.

(d) Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the lead agency shall provide formal notification to the designated contact of, or a tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, which shall be accomplished by means of at least one written notification that includes a brief description of the proposed project and its location, the lead agency contact information, and a notification that the California Native American tribe has 30 days to request consultation pursuant to this section.

(e) The lead agency shall begin the consultation process within 30 days of receiving a California Native American tribe's request for consultation.

SEC. 6. Section 21080.3.2 is added to the Public Resources Code, to read:

21080.3.2. (a) As a part of the consultation pursuant to Section 21080.3.1, the parties may propose mitigation measures, including, but not limited to, those recommended in Section 21084.3, capable of avoiding or substantially lessening potential significant impacts to a tribal cultural resource or alternatives that would avoid significant impacts to a tribal cultural resource. If the California Native American tribe requests consultation regarding alternatives to the project, recommended mitigation measures, or significant effects, the consultation shall include those topics. The consultation may include discussion concerning the type of environmental review necessary, the significance of tribal cultural resources, the significance of the project's impacts on the tribal cultural resources, and, if necessary, project alternatives or the appropriate measures for preservation or mitigation that the California Native American tribe may recommended to the lead agency.

(b) The consultation shall be considered concluded when either of the following occurs:

(1) The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource.

(2) A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached.

(c) (1) This section does not limit the ability of a California Native American tribe or the public to submit information to the lead agency regarding the significance of the tribal cultural resources, the significance of the project's impact on tribal cultural resources, or any appropriate measures to mitigate the impact.

(2) This section does not limit the ability of the lead agency or project proponent to incorporate changes and additions to the project as a result of the consultation, even if not legally required.

(d) If the project proponent or its consultants participate in the consultation, those parties shall respect the principles set forth in this section.

SEC. 7. Section 21082.3 is added to the Public Resources Code, to read:

21082.3. (a) Any mitigation measures agreed upon in the consultation conducted pursuant to Section 21080.3.2 shall be recommended for inclusion in the environmental document and in an adopted mitigation monitoring and reporting program, if determined to avoid or lessen the impact pursuant to paragraph (2) of subdivision (b), and shall be fully enforceable.

(b) If a project may have a significant impact on a tribal cultural resource, the lead agency's environmental document shall discuss both of the following:

(1) Whether the proposed project has a significant impact on an identified tribal cultural resource.

(2) Whether feasible alternatives or mitigation measures, including those measures that may be agreed to pursuant to subdivision (a), avoid or substantially lessen the impact on the identified tribal cultural resource.

(c) (1) Any information, including, but not limited to, the location, description, and use of the tribal cultural resources, that is submitted by a California Native American tribe during the environmental review process shall not be included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, consistent with subdivision (r) of Section 6254 of, and Section 6254.10 of, the Government Code, and subdivision (d) of Section 15120 of Title 14 of the California Code of Regulations, without the prior consent of the tribe that provided the information. If the lead agency publishes any information submitted by a California Native American tribe during the consultation or environmental review process, that information shall be published in a confidential appendix to the environmental document unless the tribe that provided the information consents, in writing, to the disclosure of some or all of the information to the public. This subdivision does not prohibit the confidential exchange of the submitted information between public agencies that have lawful jurisdiction over the preparation of the environmental document.

(2) (A) This subdivision does not prohibit the confidential exchange of information regarding tribal cultural resources submitted by a California Native American tribe during the consultation or environmental review process among the lead agency, the California Native American tribe, the project applicant, or the project applicant's agent. Except as provided in subparagraph (B) or unless the California Native American tribe providing the information consents, in writing, to public disclosure, the project applicant or the project applicant's legal advisers, using a reasonable degree of care, shall maintain the confidentiality of the information exchanged for the purposes of preventing looting, vandalism, or damage to a tribal cultural resources and shall not disclose to a third party confidential information regarding tribal cultural resources.

(B) This paragraph does not apply to data or information that are or become publicly available, are already in the lawful possession of the project applicant before the provision of the information by the California Native American tribe, are independently developed by the project applicant or the project applicant's agents, or are lawfully obtained by the project applicant from a third party that is not the lead agency, a California Native American tribe, or another public agency.

(3) This subdivision does not affect or alter the application of subdivision (r) of Section 6254 of the Government Code, Section 6254.10 of the Government Code, or subdivision (d) of Section 15120 of Title 14 of the California Code of Regulations.

(4) This subdivision does not prevent a lead agency or other public agency from describing the information in general terms in the environmental document so as to inform the public of the basis of the lead agency's or other public agency's decision without breaching the confidentiality required by this subdivision.

(d) In addition to other provisions of this division, the lead agency may certify an environmental impact report or adopt a mitigated negative declaration for a project with a significant impact on an identified tribal cultural resource only if one of the following occurs:

(1) The consultation process between the California Native American tribe and the lead agency has occurred as provided in Sections 21080.3.1 and 21080.3.2 and concluded pursuant to subdivision (b) of Section 21080.3.2.

(2) The California Native American tribe has requested consultation pursuant to Section 21080.3.1 and has failed to provide comments to the lead agency, or otherwise failed to engage, in the consultation process.

(3) The lead agency has complied with subdivision (d) of Section 21080.3.1 and the California Native American tribe has failed to request consultation within 30 days.

(e) If the mitigation measures recommended by the staff of the lead agency as a result of the consultation process are not included in the environmental document or if there are no agreed upon mitigation measures at the conclusion of the consultation or if consultation does not occur, and if substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource, the lead agency shall consider feasible mitigation pursuant to subdivision (b) of Section 21084.3.

(f) Consistent with subdivision (c), the lead agency shall publish confidential information obtained from a California Native American tribe during the consultation process in a confidential appendix to the environmental document and shall include a general description of the information, as provided in paragraph (4) of subdivision (c) in the environmental document for public review during the public comment period provided pursuant to this division.

(g) This section is not intended, and may not be construed, to limit consultation between the state and tribal governments, existing confidentiality provisions, or the protection of religious exercise to the fullest extent permitted under state and federal law.

SEC. 8. Section 21083.09 is added to the Public Resources Code, to read:

21083.09. On or before July 1, 2016, the Office of Planning and Research shall prepare and develop, and the Secretary of the Natural Resources Agency shall certify and adopt, revisions to the guidelines that update Appendix G of Chapter 3 (commencing with Section 15000) of Division 6 of Title 4 of the California Code of Regulations to do both of the following:

(a) Separate the consideration of paleontological resources from tribal cultural resources and update the relevant sample questions.

(b) Add consideration of tribal cultural resources with relevant sample questions.

SEC. 9. Section 21084.2 is added to the Public Resources Code, to read:

21084.2. A project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment.

SEC. 10. Section 21084.3 is added to the Public Resources Code, to read:

21084.3. (a) Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource.

(b) If the lead agency determines that a project may cause a substantial adverse change to a tribal cultural resource, and measures are not otherwise identified in the consultation process provided in Section 21080.3.2, the following are examples of mitigation measures that, if feasible, may be considered to avoid or minimize the significant adverse impacts:

(1) Avoidance and preservation of the resources in place, including, but not limited to, planning and construction to avoid the resources and protect the cultural and natural context, or planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.

(2) Treating the resource with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:

(A) Protecting the cultural character and integrity of the resource.

(B) Protecting the traditional use of the resource.

(C) Protecting the confidentiality of the resource.

(3) Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.

(4) Protecting the resource.

SEC. 11. (a) This act does not alter or expand the applicability of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) concerning projects occurring on Native American tribal reservations or rancherias.

(b) This act does not prohibit any California Native American tribe or individual from participating in the California Environmental Quality Act on any issue of concern as an interested California Native American tribe, person, citizen, or member of the public.

(c) This act shall apply only to a project that has a notice of preparation or a notice of negative declaration or mitigated negative declaration filed on or after July 1, 2015.

SEC. 12. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

PART B

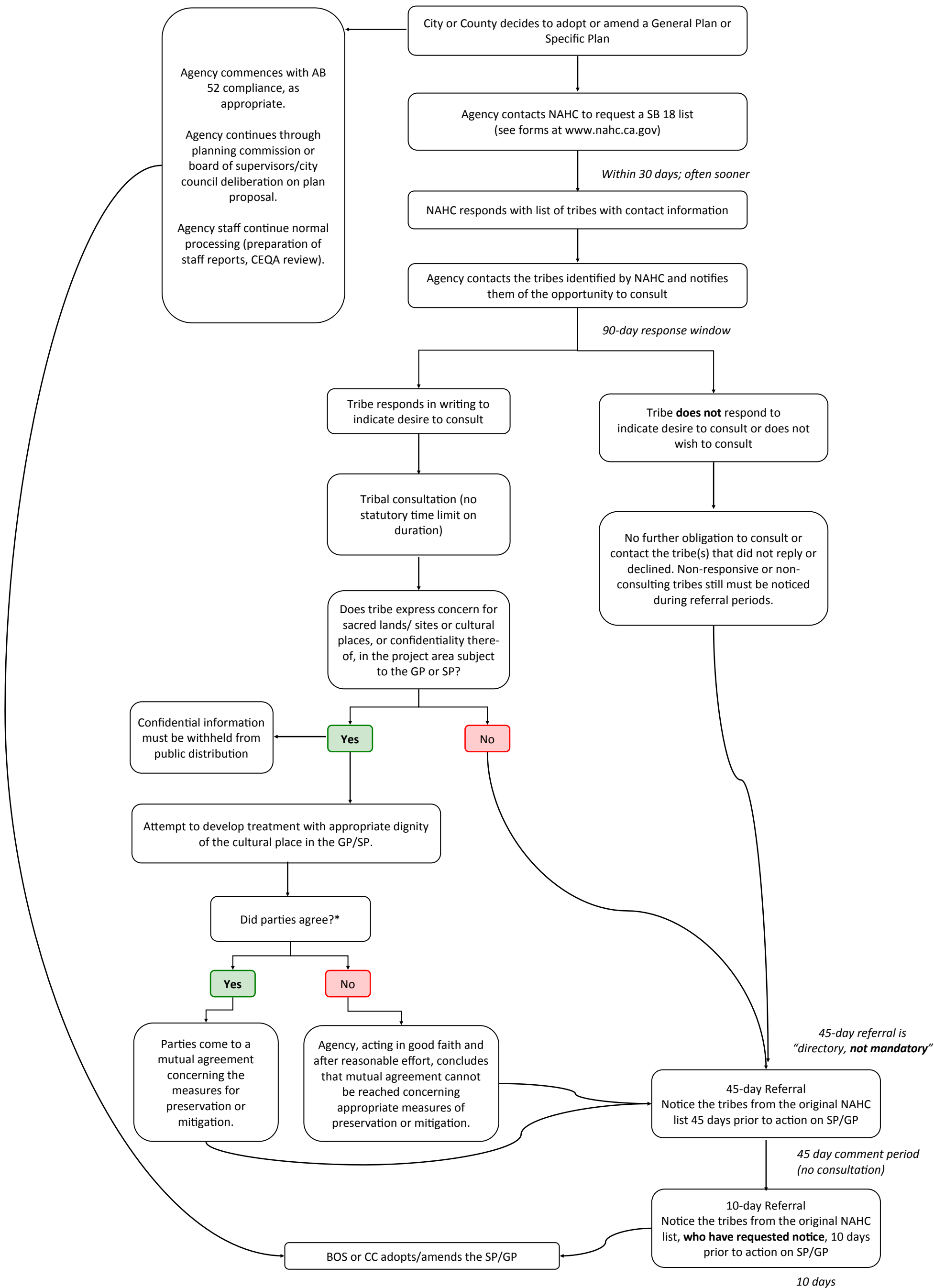
SB 18 Procedures

July 2020



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An Interpretation of SB 18 Native American Consultation Procedures



This draft graphic of the SB 18 procedures has been developed by ECORP to assist our clients in understanding and following the requirements for consultation with Native American tribes. It is an ECORP product and is proprietary to ECORP. This is not a legal document and has not been reviewed or approved by any agency of the State of California.

*the requirements for concluding consultation (in terms of the requirement to include measures in plans and MMRPs, and in terms of timing relative to the referral noticing) differ from, and are generally less stringent than, that under AB 52. Special care should be taken to ensure thresholds for both AB 52 and SB 18 are met prior to taking final action.

**Reconciliation with the Tribal Consultation Guidelines:
Supplement to General Plan Guidelines
(November 14, 2005) for Implementing SB 18
(Governor's Office of Planning and Research)**

**for the
[PROJECT NAME]**

Step	OPR Guidelines (GDL) Section and Statutory Reference	Date completed
Adoption or amendment of any general plan (GP) or specific plan (SP) is proposed on or after March 1, 2005	GDL Section IV GC § 65352.3 (a)(1)	
Local government sends proposal information to NAHC and requests contact information for the tribes with traditional lands or places located within the geographical areas affected by the proposed changes.	GDL Section IV GC § 65352.3 (a)(2)	
NAHC provides tribal contact information. OPR recommends that the NAHC provide written information as soon as possible but no later than 30 days after receiving a local government's request.	GDL Section IV	
Local government contacts tribe(s) identified by NAHC and notifies them of the opportunity to consult. Pursuant to Government Code § 65352.3, local government must consult with tribes on the NAHC contact list.	GDL Section IV	
Tribe(s) responds to a local government notice within 90 days, indicating whether or not they want to consult with the local government. Consultation does not begin until/unless a tribe requests it within 90 days of receiving a notice of the opportunity to consult. Tribes can agree to a shorter timeframe (less than 90 days) to request consultation.	GDL Section IV GC § 65352.3 (a)(2)	
Consultation begins, if requested by tribe. No statutory limit on the duration of the consultation. Consultation may continue through planning commission or board of supervisors/city council deliberation on plan proposal.	GDL Section IV	

Step	OPR Guidelines (GDL) Section and Statutory Reference	Date completed
Local government continues normal processing of GP/SP adoption or amendment. (CEQA review, preparation of staff reports, consultation, etc. may be ongoing.)		
90-day consultation period ends		
At least 45 days before local government adopts or substantially amends GP/SP, local government refers proposed action to agencies, including tribe(s). Referral is required regardless of whether or not there has been prior consultation. This does not initiate a new consultation process. This opens a 45-day comment period before approval by board of supervisors/city council.	GDL Section III GC § 65352 (a)(11)	
At least 10 days before public hearing, local government provides notice of hearing to tribes and any other persons who have requested such notice.	GDL Section III GC § 65092	
Public hearing of board of supervisors/city council to take final action on the GP/SP.		

STATE OF CALIFORNIA

Tribal Consultation Guidelines

SUPPLEMENT TO GENERAL PLAN GUIDELINES

November 14, 2005

GOVERNOR'S OFFICE OF PLANNING AND RESEARCH



State of California

Arnold Schwarzenegger, Governor

Governor's Office of Planning and Research

Sean Walsh, Director

1400 Tenth Street

Sacramento, CA 95814

(916) 322-2318

Jan Boel, Chief Deputy Director

Terry Roberts, State Clearinghouse Director

Contributors: Scott Morgan, Senior Planner
Bridget O'Keeffe, Executive Fellow
Brent Jamison, Legislative Analyst
Stephanie Dougherty, Staff Assistant
Erin Larson, Project Analyst
Cuauhtemoc Gonzalez, Staff Assistant

November 2005

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This document is available on the Internet at <http://www.opr.ca.gov/SB182004.html>.



Director's Message

November 14, 2005

The Governor's Office of Planning and Research (OPR) is proud to announce the publication of this November 2005 Supplement to the *General Plan Guidelines*. The 2005 Supplement (also known as Tribal Consultation Guidelines) provides advisory guidance to cities and counties on the process for consulting with Native American Indian tribes during the adoption or amendment of local general plans or specific plans, in accordance with the statutory requirements of Senate Bill 18 (Chapter 905, Statutes of 2004). It reflects recent changes to the California Public Records Act which will facilitate this consultation process.

It is our hope that this 2005 Supplement will be useful not only to city and county planning staffs for implementing the provisions of SB 18, but also to local elected officials, planning consultants, landowners, and tribal members who are involved in the general plan process.

In all of its work, OPR attempts to encourage more collaborative and comprehensive land use planning at the local, regional, and statewide levels. These goals are consistent with the goals of Senate Bill 18, which for the first time in the nation, requires cities and counties to consult with Native American tribes when adopting and amending their general plans or specific plans.

The development of this 2005 Supplement would not have been possible without the advice and assistance of many organizations and individuals, whose support OPR acknowledges and appreciates. These organizations and individuals include the Native American Heritage Commission and its staff, the members and representatives of numerous California Native American tribes, many city and county governments, state agency representatives, professional associations and academic institutions. We appreciate their assistance in preparing this 2005 Supplement, including participation at several meetings and public workshops.

OPR met the statutory deadline of March 1, 2005, to publish these guidelines by issuing interim guidelines on March 1. In developing the interim guidelines, OPR consulted with a wide range of stakeholders and experts. We consulted with city and county representatives (planners, legislative staff and legal counsels); tribal representatives and associations; staff of the Native American Heritage Commission (NAHC), including attendance at two NAHC commission meetings; federal agencies with experience in tribal consultation; academic institutions; and professional associations that deal with archaeological and cultural resource protection. In addition, we consulted with numerous tribal liaisons within state government and sought the input of the League of California Cities and the California State Association of Counties.

Based upon this consultation, OPR issued Draft Tribal Consultation Guidelines on February 22, 2005 for public review and comment. OPR conducted a public workshop on February 25, 2005, which was well attended and resulted in a productive discussion of the process envisioned by SB 18, as well as many specific recommendations for improvements to the 2005 Supplement.

In response to requests from many parties for additional time to consult with OPR regarding the 2005 Supplement, OPR continued to reach out to stakeholders for an additional 45 days to ensure that their interests were heard. Between March 1 and April 15, OPR held four meetings throughout the State to receive additional comments. The meetings were held in Klamath, Corning, Sonora, and Temecula. On April 15, OPR published the guidelines reflecting the comments and concerns expressed at those four meetings, as well as written comments received by OPR.

This November edition of the guidelines reflects recent changes to the Public Records Act that exempt from public disclosure certain documents pertaining to Native American cultural places.

We hope that you will find this 2005 Supplement to be an informative guide and a useful tool in the practice of local planning. I invite your suggestions on ways to improve OPR's *General Plan Guidelines* and this 2005 Supplement, as OPR continues to refine and update all of its guidance to city and county planning agencies.

Sean Walsh
Director, OPR

Table of Contents

Part A: SB 18 Context and Basic Requirements.....	3
I. Introduction.....	3
II. Background Information.....	4
<i>California Native American Cultural Places.....</i>	<i>4</i>
<i>California Native American Tribes.....</i>	<i>6</i>
III. Basic Requirements of SB 18	7
<i>Responsibilities of OPR</i>	<i>7</i>
<i>Responsibilities of Local Governments.....</i>	<i>7</i>
<i>Responsibilities of NAHC</i>	<i>8</i>
<i>Other Elements of SB 18.....</i>	<i>9</i>
<i>Process Overview: General Plan or Specific Plan Adoption or Amendment.....</i>	<i>10</i>
Part B: When and How to Consult with California Native American Tribes	12
IV. Consultation: General Plan and Specific Plan Adoption or Amendment.....	12
<i>What Triggers Consultation?.....</i>	<i>12</i>
<i>Identifying Tribes through the NAHC.....</i>	<i>13</i>
<i>Contacting Tribes Pursuant to Government Code §65352.3.....</i>	<i>13</i>
<i>After Notification is Sent to the Tribe</i>	<i>14</i>
<i>Conducting Consultation on General Plan or Specific Plan Adoption or Amendment.</i>	<i>15</i>
<i>When is Consultation Over?</i>	<i>18</i>
V. Consultation: Cultural Places Located in Open Space	18
<i>What Triggers Consultation?.....</i>	<i>19</i>
<i>Conducting Consultation Regarding Open Space</i>	<i>20</i>
<i>When is Consultation Over?</i>	<i>20</i>
Part C: Pre-Consultation	21
VI. Preparing for Consultation.....	21
Part D: Preservation, Mitigation, Confidentiality, and Landowner Participation.....	23
VII. Preservation of, or Mitigation of Impacts to, Cultural Places.....	23
<i>What are Preservation and Mitigation?</i>	<i>23</i>
<i>Seeking Agreement Where Feasible.....</i>	<i>24</i>
<i>Monitoring and Management</i>	<i>25</i>
<i>Private Landowner Involvement.....</i>	<i>25</i>
VIII. Confidentiality of Information.....	25

<i>Public Disclosure Laws</i>	26
<i>Public Hearings</i>	27
<i>Additional Confidentiality Procedures</i>	27
<i>Confidentiality Procedures for Private Landowner Involvement</i>	28
IX. Procedures to Facilitate Voluntary Landowner Protection Efforts	30
<i>Landowner Education and Participation</i>	30
<i>Private Conservation Efforts</i>	30
Part E: Open Space	32
X. Open Space for the Protection of Cultural Places	32
Part F: Additional Resources	33
XI. Additional Resources	33

Part A

SB 18 Context and Basic Requirements

Sections I through III of the 2005 Supplement provide background information to familiarize local government agencies with the intent of Senate Bill 18 (Burton, Chapter 905, Statutes of 2004) and the importance of protecting California Native American traditional tribal cultural places. Local governments will be better prepared to enter into consultations with tribes if they have a basic knowledge of tribal concerns and the value of cultural places to tribes. The key provisions of SB 18 are also outlined in table and text form.

I. Introduction

This 2005 Supplement to the *2003 General Plan Guidelines* addresses the requirements of SB 18, authored by Senator John Burton and signed into law by Governor Arnold Schwarzenegger in September 2004. SB 18 requires local (city and county) governments to consult with California Native American tribes to aid in the protection of traditional tribal cultural places (“cultural places”) through local land use planning. SB 18 also requires the Governor’s Office of Planning and Research (OPR) to include in the *General Plan Guidelines* advice to local governments for how to conduct these consultations.

The intent of SB 18 is to provide California Native American tribes an opportunity to participate in local land use decisions at an early planning stage, for the purpose of protecting, or mitigating impacts to, cultural places. The purpose of involving tribes at these early planning stages is to allow consideration of cultural places in the context of broad local land use policy, before individual site-specific, project-level land use decisions are made by a local government.

SB 18 requires local governments to consult with tribes prior to making certain planning decisions and to provide notice to tribes at certain key points in the planning process. These consultation and notice requirements apply to adoption and amendment of both general plans (defined in Government Code §65300 et seq.) and specific plans (defined in Government Code §65450 et seq.). Although SB 18 does not specifically mention consultation or notice requirements for adoption or amendment of specific plans, existing state planning law requires local governments to use the same processes for adoption and amendment of specific plans as for general plans (see Government Code §65453). Therefore, where SB 18 requires consultation and/or notice for a general plan adoption or amendment, the requirement extends also to a specific plan adoption or amendment. Although the new law took effect on January 1, 2005, several of its provisions regarding tribal consultation and notice did not take effect until March 1, 2005.

The *General Plan Guidelines* is an advisory document that explains California legal requirements for general plans.¹ The *General Plan Guidelines* closely adheres to statute and case law. It also relies upon commonly accepted principles of contemporary planning practice.

¹ California Government Code §65040.2

When the words “shall” or “must” are used, they represent a statutory or other legal requirement. “May” and “should” are used when there is no such requirement. The 2005 Supplement:

- Provides background information regarding California Native American cultural places and tribes.
- Outlines the basic requirements of SB 18.
- Provides step-by-step guidance to local governments on how and when to consult with tribes.
- Offers advice to help local governments effectively engage in consultation with tribes.
- Provides information about preserving, or mitigating impacts to, cultural places.
- Discusses methods to protect confidentiality of information regarding cultural places.
- Presents ways of encouraging voluntary landowner involvement in the preservation of cultural places.

II. Background Information

The principal objective of SB 18 is to preserve and protect cultural places of California Native Americans. SB 18 is unique in that it requires local governments to involve California Native Americans in early stages of land use planning, extends to both public and private lands, and includes both federally recognized and non-federally recognized tribes. This section provides an overview of California Native American cultural places and California Native Americans.

California Native American Cultural Places

SB 18 refers to Public Resources Code §5097.9 and 5097.995 to define cultural places:²

- Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine (Public Resources Code §5097.9).
- Native American historic, cultural, or sacred site, that is listed or may be eligible for listing in the California Register of Historic Resources pursuant to Section 5024.1, including any historic or prehistoric ruins, any burial ground, any archaeological or historic site (Public Resources Code §5097.995).³

These definitions can be inclusive of a variety of places. Archaeological or historic sites may include places of tribal habitation and activity, in addition to burial grounds or cemeteries. Some examples are village sites and sites with evidence (artifacts) of economic, artistic, or other cultural activity. Religious or ceremonial sites and sacred shrines may include places associated with creation stories or other significant spiritual history, as well as modern day places of worship. Collection or gathering sites are specific places where California Native Americans access certain plants for food, medicine, clothing, ceremonial objects, basket making, and other

² Due to a drafting error, SB 18 contains multiple references to Public Resources Code (PRC) §5097.995 which is no longer in existence. In 2004, PRC §5097.995 was amended and renumbered to PRC §5097.993 by Senate Bill 1264 (Chapter 286). Local governments should refer to PRC §5097.993 when looking for PRC §5097.995.

³ *Ibid.*

crafts and uses important to on-going cultural traditions and identities; these places may qualify as religious or ceremonial sites as well as sites that are listed or eligible for listing in the California Register of Historic Resources.

Native American cultural places are located throughout California because California Native American people from hundreds of different tribes made these lands their home for thousands of years. Due to the forced relocation of tribes by the Spanish, Mexicans, and Americans, most tribes do not currently control or occupy the lands on which many of their cultural places are located. As a result, California Native Americans have limited ability to maintain, protect, and access many of their cultural places.

A number of federal and state laws have been enacted to preserve cultural resources and have enabled some Native American tribes to promote the preservation and protection of their cultural places. The National Historic Preservation Act (NHPA), which established historic preservation as a national policy in 1966, includes a Section 106 review process that requires consultation to mitigate damage to “historic properties” (defined per 36 CFR 800.16(1) as places that qualify for the National Register of Historic Places), including Native American traditional cultural places (TCPs, as described in National Register Bulletin 38) whenever any agency directs a project, activity or program using any federal funds or requiring a federal permit, license or approval (36CFR800.16). The National Environmental Policy Act (NEPA) requires every federal project to include in an Environmental Impact Statement documentation of environmental concerns, including effects on important historic, cultural, and natural aspects of our national heritage. Presidential Executive Order 13007, “Indian Sacred Sites,” ensures that federal agencies are as responsive as possible to the concerns of Native American tribes regarding their cultural places. The Archaeological Resources Protection Act (ARPA) makes desecration of Native American cultural places on federal lands a felony.

California state law includes a variety of provisions that promote the protection and preservation of Native American cultural places. A number of these provisions address intentional desecration or destruction of cultural places and define certain of such acts as misdemeanors or felonies punishable by both fines and imprisonment. These include the Native American Historic Resource Protection Act (PRC §5097.995-5097.996⁴), Public Resources Code §5097.99, Penal Code §622.5 and Health and Safety Code §7050.5, §7052. Other provisions require consideration of potential impacts of planned projects on cultural resources, which may include Native American cultural places. Public Resources Code 5097.2 requires archaeological surveys to determine the potential impact that any major public works project on state land may have on archaeological resources. The California Environmental Quality Act (CEQA) requires project lead agencies to consider impacts, and potential mitigation of impacts, to unique archaeological and historical resources.⁵ California Executive Order W-26-92 affirms that all state agencies shall recognize and, to the extent possible, preserve and maintain the significant heritage resources of the State. Public Resources Code §5097.9, which mandates noninterference of free expression or exercise of Native American religion on public lands, promotes preservation of certain Native American cultural places by ensuring tribal access to these places.

⁴ *Ibid.*

⁵ CEQA Statutes at Public Resources Code §21083.2-21084.1; CEQA Guidelines at 14 CCR 15064.5-15360.

While these and other laws permit Native Americans to have some say in how impacts to cultural places could be avoided or mitigated, the laws rarely result in Native American input at early stages of land use planning. Generally, these laws provide protection only to those sites located on public or Native American trust lands and address only the concerns of Native Americans who belong to federally recognized tribes, with no official responsibility to non-federally recognized tribes. The intent of SB 18 is to provide all California Native American tribes, as identified by the NAHC, an opportunity to consult with local governments for the purpose of preserving and protecting their cultural places.

California Native American Tribes

SB 18 uses the term, California Native American tribe, and defines this term as “a federally recognized California Native American tribe or a non-federally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission” (NAHC). “Federal recognition” is a legal distinction that applies to a tribe’s rights to a government-to-government relationship with the federal government and eligibility for federal programs. All California Native American tribes, whether officially recognized by the federal government or not, represent distinct and independent governmental entities with specific cultural beliefs and traditions and unique connections to areas of California that are their ancestral homelands. SB 18 recognizes that protection of traditional tribal cultural places is important to all tribes, whether federally recognized or not, and it provides all California Native American tribes with the opportunity to participate in consultation with city and county governments for this purpose. As used in this document, the term “tribe(s)” refers to a California Native American tribe(s).

California has the largest number of tribes and the largest Native American population of any state in the contiguous United States. California is home to 109 federally recognized tribes and several dozen non-federally recognized tribes. According to a 2004 California Department of Finance estimate, the Native American population in California is 383,197.

Tribal governments throughout California vary in organizational forms and size. Some tribes use the government form established under the Indian Reorganization Act of 1934 (25CFR81) with an adopted constitution and bylaws. Other tribes have adopted constitutions and bylaws that incorporate traditional values in governing tribal affairs. Many tribal governments are comprised of a decision making body of elected officials (tribal governing body) with an elected or designated tribal leader. Some tribes use lineal descent as the means of identifying the tribe’s leader. In general, tribal governing bodies and leaders serve for limited terms and are elected or designated by members of the tribe. Tribal governments control tribal assets, laws/regulations, membership, and land management decisions that affect the tribe.

III. Basic Requirements of SB 18

This section provides a brief summary of the statutory requirements of SB 18. Later sections of the Supplement provide additional detail regarding these requirements and offer advice to local governments on how to fulfill the notification and consultation requirements of SB 18. (Please refer to Section IV and Section V of these guidelines for additional information regarding the responsibilities outlined below.)

Responsibilities of OPR

Government Code §65040.2(g) requires the Governor's Office of Planning and Research (OPR) to amend the *General Plan Guidelines* to contain advice to local governments on the following:

- Consulting with tribes on the preservation of, or the mitigation of impacts to, cultural places.
- Procedures for identifying through the Native American Heritage Commission (NAHC) the appropriate California Native American tribes with whom to consult.
- Procedures for continuing to protect the confidentiality of information concerning the specific identity, location, character, and use of cultural places.
- Procedures to facilitate voluntary landowner participation to preserve and protect the specific identity, location, character, and use of cultural places.

Responsibilities of Local Governments

SB 18 established responsibilities for local governments to contact, provide notice to, refer plans to, and consult with tribes. The provisions of SB 18 apply only to city and county governments and not to other public agencies. The following list briefly identifies the contact and notification responsibilities of local governments, in sequential order of their occurrence.

- Prior to the adoption or any amendment of a general plan or specific plan, a local government must notify the appropriate tribes (on the contact list maintained by the NAHC) of the opportunity to conduct consultations for the purpose of preserving, or mitigating impacts to, cultural places located on land within the local government's jurisdiction that is affected by the proposed plan adoption or amendment. Tribes have 90 days from the date on which they receive notification to request consultation, unless a shorter timeframe has been agreed to by the tribe (Government Code §65352.3).⁶
- Prior to the adoption or substantial amendment of a general plan or specific plan, a local government must refer the proposed action to those tribes that are on the NAHC contact list and have traditional lands located within the city or county's jurisdiction. The referral must allow a 45 day comment period (Government Code §65352). Notice must be sent

⁶ SB 18 added this new provision to state planning law. It applies to any amendment or adoption of a general plan or specific plan, regardless of the type or nature of the amendment. Adoption or amendment of a local coastal program by a city or county constitutes a general plan amendment.

regardless of whether prior consultation has taken place. Such notice does not initiate a new consultation process.⁷

- Local governments must send notice of a public hearing, at least 10 days prior to the hearing, to tribes who have filed a written request for such notice (Government Code §65092).⁸

Under SB 18, local governments must consult with tribes under two circumstances:

- On or after March 1, 2005, local governments must consult with tribes that have requested consultation in accordance with Government Code §65352.3. The purpose of this consultation is to preserve, or mitigate impacts to, cultural places that may be affected by a general plan or specific plan amendment or adoption.
- On or after March 1, 2005, local governments must consult with tribes before designating open space, if the affected land contains a cultural place and if the affected tribe has requested public notice under Government Code §65092. The purpose of this consultation is to protect the identity of the cultural place and to develop treatment with appropriate dignity of the cultural place in any corresponding management plan (Government Code §65562.5).

Responsibilities of NAHC

The NAHC is charged with the responsibility to maintain a list of California Native American tribes with whom local governments must consult or provide notices (as required in Government Code §65352.3, §65352, and §65092). The criteria for defining “tribe” for the purpose of inclusion on this list are the responsibility of the NAHC. The list of tribes, for the purposes of notice and consultation, is distinct from the Most Likely Descendent (MLD) list that the NAHC maintains.

Upon request, the NAHC will provide local governments with a written contact list of tribes with traditional lands or cultural places located within a city’s or county’s jurisdiction. These are the tribes that a local government must contact, for purposes of consultation, prior to adoption or amendment of a general plan or specific plan. The NAHC will identify the tribes that must be contacted, based on NAHC’s understanding of where traditional lands are located within the State.

For more information on the NAHC’s roles and responsibilities, contact the NAHC. (See also Part F: Additional Resources)

⁷ Government Code §65352 was amended by SB 18 to include tribes among the entities to whom the proposed action must be referred. The term “substantial amendment” has been in the statute for many years and was not modified by SB 18.

⁸ Government Code §65092 was modified by SB 18 to include certain tribes as “persons” that are eligible to request and receive notices of public hearing. “Person” now includes a California Native American tribe that is on the contact list maintained by the NAHC.

Other Elements of SB 18

In addition to the notice and consultation requirements outlined above, SB 18 amended Government Code §65560 to allow the protection of cultural places in the open space element of the general plan. (*See Section X.*) Open space is land designated in the city or county open space element of the general plan for one or more of a variety of potential purposes, including protection of cultural places.

SB 18 also amended Civil Code §815.3 and adds California Native American tribes to the list of entities that can acquire and hold conservation easements. Tribes on the contact list maintained by the NAHC now have the ability to acquire, on terms mutually satisfactory to the tribe and the landowner, conservation easements for the purpose of protecting their cultural places. (*See Section IX.*)

Process Overview: General Plan or Specific Plan Adoption or Amendment

As discussed above, SB 18 establishes responsibilities for local government to contact, refer plans to, and consult with tribes. The following table provides an overview of SB 18 requirements related to the adoption or amendment of a general plan or specific plan. All statutory references are to the Government Code (GC).

Overview of SB 18 Consultation and Notice Requirements

<i>Step</i>	<i>OPR Guidelines (GDL) Section and Statutory Reference</i>
Adoption or amendment of any general plan (GP) or specific plan (SP) is proposed on or after March 1, 2005.	GDL Section IV GC §65352.3(a)(1)
Local government sends proposal information to NAHC and requests contact information for tribes with traditional lands or places located within the geographical areas affected by the proposed changes.	GDL Section IV GC §65352.3(a)(2)
NAHC provides tribal contact information. – OPR recommends that NAHC provide written information as soon as possible but no later than 30 days after receiving a local government’s request	GDL Section IV
Local government contacts tribe(s) identified by NAHC and notifies them of the opportunity to consult. – Pursuant to Government Code §65352.3, local government must consult with tribes on the NAHC contact list.	GDL Section IV
Tribe(s) responds to a local government notice within 90 days, indicating whether or not they want to consult with the local government. – Consultation does not begin until/unless a tribe requests it within 90 days of receiving a notice of the opportunity to consult. – Tribes can agree to a shorter timeframe (less than 90 days) to request consultation.	GDL Section IV GC §65352.3(a)(2)

Step	<i>OPR Guidelines (GDL) Section and Statutory Reference</i>
Consultation begins, if requested by tribe. No statutory limit on the duration of the consultation. – Consultation may continue through planning commission or board of supervisors/city council deliberation on plan proposal.	GDL Section IV
Local government continues normal processing of GP/SP adoption or amendment. (CEQA review, preparation of staff reports, consultation, etc., may be ongoing.)	
At least 45 days before local government adopts or substantially amends GP/SP, local government refers proposed action to agencies, including tribe(s). – Referral required regardless of whether or not there has been prior consultation. – This does not initiate a new consultation process. – This opens 45 day comment period before approval by board of supervisors/city council. – Referral required on or after March 1, 2005.	GDL Section III GC §65352(a)(8)
At least 10 days before public hearing, local government provides notice of hearing to tribes and any other persons who have requested such notice.	GDL Section III GC §65092
Public hearing of board of supervisors/city council to take final action on the GP/SP.	

Note: The Permit Streamlining Act (PSA) (GC §65920 et seq.) establishes time limits for public agencies to take action on privately initiated development projects. Some general plan amendments may involve a private applicant for a development project. The PSA does not apply to a project that requires approval by a legislative act, such as a general plan amendment or rezone, even if there is a quasi-judicial approval involved (such as a use permit or subdivision map). Therefore, time limits for project approval under the PSA should not interfere with a local government's process for consultation.

Part B

When and How to Consult with California Native American Tribes

Sections IV and V of the 2005 Supplement provide step-by-step guidance to local government agencies on how and when to consult with tribes, including when to provide certain types of notices during the planning process. It is very important to review the information in Part C (Pre-Consultation) before undertaking consultation on a general plan or specific plan proposal.

IV. Consultation: General Plan and Specific Plan Adoption or Amendment

Each time a local government considers a proposal to adopt or amend the general plan or specific plan, they are required to contact the appropriate tribes identified by the NAHC. If requested by tribes, local governments must consult for the purpose of preserving or mitigating impacts to cultural places. The following section provides basic guidance to local governments on the notification and consultation requirements in Government Code §65352.3.

What Triggers Consultation?

Government Code §65352.3 requires local governments to consult with tribes prior to the adoption or amendment of a general plan or specific plan proposed on or after March 1, 2005. Local governments should consider the following when determining whether a general plan or specific plan adoption or amendment is subject to notice and consultation requirements:

- In the case of an applicant-initiated plan proposal, if the local government accepts a complete application (as defined in Government Code §65943) on or after March 1, 2005, the proposal is subject to Government Code §65352.3.
- In the case of a general plan or specific plan amendment initiated by the local government, any proposal introduced for study in a public forum on or after March 1, 2005 is subject to Government Code §65352.3. A legislative body must take certain actions to initiate, or propose, a general plan or general plan amendment. These actions must be taken in a duly noticed public meeting, and may include, but are not limited to, any of the following: appropriation of funds, adoption of a work program, engaging the services of a consultant, or directing the planning staff to begin research on the activity.

Under Government Code §65352.3, only if a tribe is identified by the NAHC, and that tribe requests consultation after being contacted by a local government, must a local government consult with the tribe on the plan proposal.

Local governments are encouraged to consult with tribes as early as possible and may, if appropriate, begin consultation even before a formal proposal is submitted by an applicant or initiated by the local government.

Identifying Tribes through the NAHC

Once a local government or private applicant initiates a proposal to adopt or amend a general plan or specific plan, the local government must send a written request to the NAHC asking for a list of tribes with whom to consult. OPR recommends that the written request be sent to the NAHC as soon as possible. Local governments should consider the following points when submitting a request to the NAHC:

- All written requests should be sent to the NAHC via certified mail or by fax.
- Requests to the NAHC should include the specific location of the area that is subject to the proposed action, preferably with a map clearly showing the area of land involved.
- Requests should clearly state that the local government is seeking information about tribes that are on the “SB 18 Consultation List.”
- Contact information for the NAHC:

Native American Heritage Commission
915 Capitol Mall, Room 364
Sacramento, CA 95814
Phone: 916-653-4082
Fax: 916-657-5390
<http://www.nahc.ca.gov>

A sample form for submitting a request to the NAHC is provided in Exhibit A. The tribal consultation list request form is also available on the NAHC website.

The NAHC will provide local governments with a written contact list of tribes with traditional lands or cultural places located within the local government’s jurisdiction. For each listed tribe, the NAHC will provide the tribal representative’s name, name of tribe, address, and phone number (if available, fax and email address). Although there is no statutory deadline for NAHC to respond to the local government, OPR recommends that the NAHC provide written contact information as soon as possible but no later than 30 days after receiving a written request from the local government.

Contacting Tribes Pursuant to Government Code §65352.3

Once a tribal contact list is received from the NAHC, local governments must contact the appropriate tribe(s) and invite them to participate in consultation. OPR suggests that local governments contact tribes as soon as possible upon receiving the tribal contact list. While the statute does not specify by what means tribe(s) should be contacted, OPR suggests that local governments send a written notice by certified mail with return receipt requested. Sending a written notice does not preclude a local government from also contacting the tribe by telephone, FAX, or e-mail.

Notices should be concise, clear, and informative so that tribes understand what they are receiving. Try to avoid using a standard public notice format to invite a tribe to consult, as most public notices do not contain sufficient information about the proposed action to enable a tribe to

respond. Keep in mind that the purpose of this notice is to invite a tribe to request consultation. Notices sent from a local government to a tribe, inquiring whether consultation is desired, should contain the following information:

- A clear statement of purpose, inviting the tribe to consult and declaring the importance of the tribe's participation in the local planning process.
- A description of the proposed general plan or specific plan being considered, the reason for the proposal, and the specific geographic area(s) that will be affected by the proposal. Relevant technical documents should be provided with a concise explanation that clearly describes the proposed general plan or specific plan amendment and its potential impacts on cultural resources, if known.
- Maps that clearly detail the geographic areas described in the explanation. Maps should be in a reasonable scale with sufficient references for easy identification of the affected areas.
- The deadline (date) by which the tribe must request a consultation with the local government. By law, tribes have 90 days from the date of receipt of the notice to request consultation (Government Code §65352.3(a)(2)).
- Contact information for representatives of the local government to whom the tribe should respond.
- Contact information for the project proponent/applicant and landowner(s), if applicable.
- Technical reports, including summaries of cultural resource reports and archaeological reports applicable to that tribe's cultural place(s), if available.
- Information on proposed grading or other ground-disturbing activities, if applicable. (This may be included in the project description.)

Subject to confidentiality procedures, both parties should maintain clear records of communications, including letters, telephone calls, and faxes. Both parties may send notices by certified mail and keep logs of telephone calls and faxes. Any returned or unanswered correspondence should be retained in order to verify efforts to communicate. Documentation of notification and consultation requests should be included in the local government's public record.

In addition to the above recommendations, local governments may, in cooperation with tribes, develop notification procedures as a part of consultation protocols established in cooperation with a tribal government. Local governments should be aware that some tribes already have consultation protocols. In addition, local governments may adopt policies regarding consultation with a tribal government. (*See Section VI.*)

After Notification is Sent to the Tribe

Once local governments have sent notification, tribes are responsible for requesting consultation. Pursuant to Government Code §65352.3(a)(2), each tribe has 90 days from the date on which they receive notification to respond and request consultation. Some key points to consider include:

- The time period for consultation (undefined) is independent of the time period for tribes to request consultation (90 days).
- Local governments should be aware that tribes may require the entire 90-day period allowed by law to respond to a consultation request. Tribal governing bodies may need to meet to take a formal position on consultation.
- Local governments and tribal governments may consider addressing the method and timing of a tribe's response to a consultation request in a jointly-developed consultation protocol. (See Section VI.)
- At their discretion, tribes can agree to a shorter timeframe (less than 90 days) to respond and request consultation.
- After the information about a proposed plan or plan amendment is received by the tribe, local governments should cooperate to provide any additional pertinent information about the proposed plan or plan amendment that the tribe may request. Local governments may consider extending the 90 day timeframe for the tribe to review the new information and respond accordingly.
- If the tribe does not respond within 90 days or declines consultation, consultation is not required under Government Code §65352.3.

Conducting Consultation on General Plan or Specific Plan Adoption or Amendment

Once a tribe requests consultation, consultation for the purpose of preserving or mitigating impacts to cultural places should begin within a reasonable time. Consultation should focus on how the proposed general plan or specific plan amendment or adoption might impact cultural places located on land affected by the plan proposal. The objectives of consultation, according to the legislative intent of SB 18, include:

- Recognizing that cultural places are essential elements in tribal culture, traditions, heritages and identities.
- Establishing meaningful dialogue between local and tribal governments in order to identify cultural places and consider cultural places in local land use planning.
- Avoiding potential conflicts over the preservation of Native American cultural places by ensuring local and tribal governments have information available early in the land use planning process.
- Encouraging the preservation and protection of Native American cultural places in the land use process by placing them in open space.
- Developing proper treatment and management plans in order to preserve cultural places.
- Enabling tribes to manage and act as caretakers of their cultural places.

Consultation is a process in which both the tribe and local government invest time and effort into seeking a mutually agreeable resolution for the purpose of preserving or mitigating impacts to a cultural place, where feasible. Government Code §65352.4 provides a definition of consultation for use by local governments and tribes:

Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance.

Effective consultation is an ongoing process, not a single event. The process should focus on identifying issues of concern to tribes pertinent to the cultural place(s) at issue – including cultural values, religious beliefs, traditional practices, and laws protecting California Native American cultural sites – and on defining the full range of acceptable ways in which a local government can accommodate tribal concerns.

Items to Consider When Conducting Consultation

The following list identifies recommendations for how local governments and tribes may approach consultation on general plan and specific plan proposals.

- As defined in Government Code §65352.4, consultation is to be conducted between two parties: the local government and the tribe. Both parties to the consultation are required to carefully consider the views of the other.
- Consultation does not necessarily predetermine the outcome of the plan or amendment. In some instances, local governments may be unable to reach agreement due to other state laws or competing public policy objectives.
- Local governments must consult with each tribe who is identified by the NAHC and requests consultation. The NAHC will identify whether there are, in fact, any tribes with whom the local government must consult. One or more tribes may have traditional cultural ties to land within the local government's jurisdiction and have an interest in preserving cultural places on those lands. Therefore, local governments may have to consult with more than one tribe on any particular plan proposal.
- OPR recommends that local governments consult with tribes one at a time (individually). If multiple tribes are involved and willing to jointly consult, local governments may consult with more than one tribe at a time.
- When a local government first contacts a tribe, its initial inquiry should be made to the tribal representative identified by the NAHC. OPR recommends that a local government department head or other official of similar or higher rank make the initial contact.
- Government leaders of the two consulting parties may consider delegating consultation responsibilities (such as attending meetings, sharing information, and negotiating the needs and concerns of both parties) to staff. Designated representatives should maintain direct relationships with and have ready access to their respective government leaders. These individuals may, but are not required to, be identified in a jointly-developed consultation protocol. (See Section VI.) In addition, the services of other professionals (attorneys,

contractors, or consultants) may be utilized to develop legal, factual, or technical information necessary to facilitate consultation.

- Simply notifying a tribe of a plan proposal is not the same as consultation.⁹
- Local governments should be aware of the potential for vast differences in tribal governments' level of staffing and other resources necessary to participate in the manner required by Government Code §65352.3 and §65352.4. Some may be able to respond more promptly and efficiently than others. Local governments should keep this in mind if and when developing a consultation protocol with a tribe. (*See Section VI.*)
- As a part of consultation, local governments may conduct record searches through the NAHC and California Historic Resources Information System (CHRIS) to determine if any cultural places are located within the area(s) affected by the proposed action. Local governments should be aware, however, that records maintained by the NAHC and CHRIS are not exhaustive, and a negative response to these searches does not preclude the existence of a cultural place. A tribe may be the only source of information regarding the existence of a cultural place.
- Local governments should be aware that the confidentiality of cultural places is critical to tribal culture and that many tribes may seek confidentiality assurances prior to divulging information about those sites. (*See Section VIII.*)
- Tribal consultation should be done face-to-face. If acceptable to both parties, local and tribal governments may wish to define circumstances under which parts of the consultation process can be carried out via conference calls, e-mails, or letters. (*See Section VIII.*)
- Tribal consultations should be conducted in a setting that promotes confidential treatment of any sensitive information that is shared about cultural places. Consultation should not take place in public meetings or public hearings.
- The time and location of consultation meetings should be flexible to accommodate the needs of both the local government and tribe. Local governments should recognize that travel required for in-person consultation may be time-consuming, due to the rural location of a tribe. Local governments should also take into account time zone changes when setting meeting times. Local governments should offer a meeting location at the city hall, county administrative building, or other appropriate location. Local governments should also be open to a tribe's invitation to meet at tribal facilities.
- The local government and tribe can agree to mutually invite private landowners to participate in consultation, if both parties feel that landowner involvement would be appropriate.
- Local governments are encouraged to establish a collaborative relationship with tribes as early as possible, prior to the need to consult on a particular general plan or specific plan

⁹ In *Pueblo of Sandia v. United States*, 50 F.3d 856 (10th Cir. 1995), the court held that the U.S. Forest Service had not fulfilled its consultation responsibilities under the National Historic Preservation Act by merely sending letters to request information from tribes. The court ruling held that written correspondence requesting consultation with a tribe was not sufficient for the purpose of conducting consultation as required by law, and that telephone calls or more direct forms of contact may be required.

amendment or adoption. Local governments may consider conducting pre-consultation meetings and developing consultation protocols in cooperation with tribes. (*See Section VI.*)

- Both parties should attempt to document the progress of consultation, including letters, telephone calls, and direct meetings, without disclosing sensitive information about a cultural place. Local governments may also want to document how the local government representative(s) fulfilled their obligations under Government Code §65352.3 and §65352.4.

When is Consultation Over?

Alan Downer, of the Advisory Council on Historic Preservation, described consultation as “conferring between two or more parties to identify issues and make a good faith attempt to find a mutually acceptable resolution of any differences identified.”¹⁰ Differences of opinion and of priorities will arise in consultation between local and tribal governments. Whenever feasible, both local and tribal governments should strive to find mutually acceptable resolutions to differences identified through consultation.

When engaging in consultation, local government and tribal representatives should consider leaving the process open-ended to allow every opportunity for mutual agreement to be reached. Some consultations may involve highly sensitive and complex issues that cannot be resolved in just one discussion. Consultation may require a series of meetings before a mutually acceptable agreement may be achieved. Consultation must be concluded prior to the formal adoption or amendment of a general plan or specific plan.

Consultation, pursuant to Government Code §65352.3 and §65352.4, should be considered concluded at the point in which:

- the parties to the consultation come to a mutual agreement concerning the appropriate measures for preservation or mitigation; or
- either the local government or tribe, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached concerning appropriate measures of preservation or mitigation.

V. Consultation: Cultural Places Located in Open Space

On and after March 1, 2005, if land designated, or proposed to be designated as open space contains a cultural place, and if an affected tribe has requested notice of public hearing under Government Code §65092, then local governments must consult with the tribe. The purpose of this consultation is to determine the level of confidentiality required to protect the specific identity, location, or use of the cultural place, and to develop treatment with appropriate dignity of the cultural place in any corresponding management plan (Government Code §65562.5). This consultation provision does not apply to lands that were designated as open space before March 1, 2005.

¹⁰ From “The Navajo Nation Model: Tribal Consultation Under the National Historic Preservation Act” (2000).

What Triggers Consultation?

Government Code §65562.5 applies to land that is designated, or proposed to be designated, as open space, on or after March 1, 2005. Local governments must consider several criteria when determining whether consultation is required, prior to designating open space on or after March 1, 2005.

Local governments must first learn whether the land designated, or proposed to be designated, as open space contains a cultural place. The following are methods by which local governments may be informed if a cultural place is located on designated or proposed open space:

- Conduct a record search through the NAHC to learn whether any listed cultural places are located on land proposed to be designated as open space. The local government should provide maps of lands proposed as open space to the NAHC with a request to identify whether there are any cultural places on the property. Because the NAHC's sacred lands file is confidential, the commission will only divulge the presence or absence of a listed site and will direct the local government to the appropriate tribe(s) for more information.
- Conduct a record search through CHRIS to learn whether any listed cultural places are located on land proposed to be designated as open space. Local governments should enter into agreements with CHRIS information centers to establish procedures and protocols for requesting searches of historical resource records.
- Request that tribes identify the existence of any cultural places on the proposed open space land. Local governments should send a written request to the NAHC asking for a written list of tribes that have traditional cultural ties to the proposed open space. The NAHC will provide tribal contact information. Local governments should contact each tribe on the list provided by the NAHC to learn whether any cultural places are located on the land proposed as open space. Local government should provide the tribe with a sufficiently detailed map of the open space together with a concise notice as to why the tribe is being contacted. (Note: This contact is strictly for the purpose of identifying whether a cultural place is or may be located on the proposed open space land. It does not start consultation with a tribe.)

Local governments should be aware that records maintained by the NAHC and CHRIS are not exhaustive, and a negative response to searches does not preclude the existence of a cultural place. In most instances, and especially because of associated confidentiality issues, it is likely that tribes will be the only source of information regarding certain cultural places.

After a local government learns that a cultural place is or may be located on land designated or proposed to be designated as open space, the local government must notify the appropriate tribes of the opportunity to participate in consultation. The appropriate tribes are those which have: (1) been identified by the NAHC, and (2) requested notice of public hearing from the local government pursuant to Government Code §65092.

Conducting Consultation Regarding Open Space

The purpose of this consultation is to determine the level of confidentiality required to protect the specific identity, location, character, or use of the cultural place and to develop treatment with appropriate dignity of the cultural place in any corresponding open space management plan. The reference to “any corresponding management plan” is not meant to imply that there is such a plan or that the local government must develop such a management plan. This language is intended to encourage consideration of management policies and practices which may be discussed between the local government and tribe and incorporated into a new or existing management plan for the cultural place.

The following are examples of appropriate items to consider and discuss during consultation:

- Encourage tribal involvement in the treatment and management of the cultural place through contracting, monitoring, co-management, and other forms of joint local-tribal participation.
- Tribes may only wish to disclose a sufficient amount of information to protect the site and to allow for the proper treatment and management of the cultural place. (*See Section VIII.*)
- Tribes may wish to have access to cultural places located on open space for gathering, performing ceremonies and/or helping maintain the site.
- Tribes may want to recommend management practices that avoid disturbing or impacting the cultural place.
- Tribes may wish to discourage certain land uses (e.g. recreation) within the open space that could adversely impact the cultural place. Local governments may be asked to consider appropriate land uses in the open space designation that would avoid direct impacts to the cultural place.

The designation of open space, as provided in Government Code §65562.5, may but does not always, involve amending the general plan. In some jurisdictions, designation of open space may occur through rezoning of land from one zone designation to an open space zone designation, without the need for a general plan amendment. However, for proposals to designate open space that require a general plan or specific amendment, the local government should consider the above recommendations as well as the recommendations outlined in Section IV of these guidelines.

When is Consultation Over?

Please refer to Section IV for additional information regarding the meaning of consultation.

Part C

Pre-Consultation

Section VI provides advice to local governments that is intended to help them more effectively engage in consultation with tribes. This part of the 2005 Supplement provides information that may help local governments establish working relationships with tribes prior to entering into the required consultation pursuant to Government Code §65352.3 and §65562.5.

VI. Preparing for Consultation

As discussed above, Government Code §65352.3 requires consultation during the process of amending or adopting general plans or specific plans. In addition, Government Code §65562.5 requires consultation to determine the proper level of confidentiality to protect and treat a cultural place with appropriate dignity, where such places are located on lands to be designated as open space. Before engaging in consultation in either of these cases, local governments may want to consider developing relationships with tribes that have traditional lands within their jurisdiction. Although not required by law, these pre-consultation efforts may develop a foundation for a mutually respectful and cooperative relationship that helps to ensure more smooth and effective communication in future consultations.

Local governments may wish to consider the following when undertaking pre-consultation meetings:

- Contact the NAHC to obtain a list of all appropriate tribes with whom to pre-consult. Because this list may be revised over time by the NAHC, local governments should periodically request updated contact lists.
- Contact the NAHC and CHRIS to learn if any historical or cultural places are located within the city's or county's jurisdiction. (Note that the NAHC and CHRIS have different procedures for searching information about cultural sites. See Part F for more information about each organization and how to contact them. As previously noted, NAHC and CHRIS records pertaining to cultural places are not exhaustive, and a negative response to these searches does not preclude the existence of a cultural place.)
- Invite each tribal government's leaders to meet with local government leaders for the purpose of establishing working relationships and exchanging information about respective governmental structures, practices, and processes. Pre-consultation meetings may include discussion about community goals, planning priorities, and how cultural places play a role in the tribal culture.
- Hold informational workshops or meetings with the tribe(s) to discuss the general plan process, the existing general plan, and any contemplated amendments. Local governments should not expect or ask a tribe to share confidential information in a meeting with other tribes or the general public.
- Ask tribes whether they have existing consultation protocols.

- Develop a consultation protocol that addresses how a cooperative relationship can be maintained and how future consultations should be conducted. Some tribes may already have established protocols through working with other agencies, such as state and federal entities, that can be used as models.

If a tribe and local government decide to develop a consultation protocol, both parties should suggest topics that they believe will facilitate consultation. The following are examples of items that may be appropriate to discuss and include in a jointly-developed consultation protocol:

- Representative(s) from each consulting party who will be designated to participate in consultations and manage the information resulting from the consultations.
- Key points in the consultation process when elected government leaders may need to be directly involved in consultation.
- Method(s) of contact preferred by the tribal government and additional tribal representatives that the local government should contact regarding a proposed action.
- Procedures for giving and receiving notice, including method and timing.
- Preferred method(s) of consultation. While in-person consultation is recommended, it may be acceptable to both parties that certain aspects of consultation occur through conference calls, e-mails, or letters.
- Preferred locations of consultation meetings.
- The tribe's willingness to participate in joint consultation, should a specific site be of interest to more than one tribe.
- Procedures to allow tribal access to the local government's consultation records.
- Procedures for maintaining accurate, up-to-date contact information.

Over time, the initial approach to consultation may need to be updated. Both parties should be open to identifying and agreeing on changes to their consultation protocol.

Part D

Preservation, Mitigation, Confidentiality, and Landowner Participation

Sections VII through IX provide advice to local governments for considering issues such as appropriate means to preserve, or mitigate impacts to, cultural places; methods to protect the confidentiality of cultural places; and ways to encourage the participation of landowners in voluntary preservation efforts.

VII. Preservation of, or Mitigation of Impacts to, Cultural Places

Government Code §65352.3 requires local governments to conduct consultations with tribes (when requested) for the purpose of “preserving or mitigating impacts” to California Native American cultural places. In the course of adopting or amending a general plan or specific plan, local governments may be informed of the existence of a cultural place within the affected area. Should a tribe request consultation to discuss any impacts to the cultural place, local governments should consider a variety of factors when participating in the consultations, including: the history and importance of the cultural place, the adverse impact the local government action may have on the cultural place, options for preserving the cultural place, and options for mitigating impacts of the proposal to the cultural place.

When participating in consultations, it is important that local governments consider that, because of philosophical differences, mitigation will not always be viewed as an appropriate option to protect cultural, and often irreplaceable, places. Many tribes may determine that impacts to a cultural place cannot be mitigated; that the only appropriate treatment may be to preserve the cultural place without impact to its physical or spiritual integrity. Of course, this is not to say that tribes will not engage in discussions regarding mitigation of impacts to their cultural places, but local governments should consider the vastly different perspectives that tribes may have. What a local government may consider to be acceptable treatment under current environmental, land use, and cultural resource protection laws, may not be considered by a tribe to be acceptable treatment for a sacred or religious place.

The following is a discussion of preservation and mitigation, as mentioned in Government Code §65352.3. Local governments should check with their legal counsels to identify any other legal obligations to preserve or mitigate impacts to Native American cultural resources.

What are Preservation and Mitigation?

Preservation is the conscious act of avoiding or protecting a cultural place from adverse impacts including loss or harm. Mitigation, on the other hand, is the act of moderating the adverse impacts that general plan or specific plan adoption or amendment may have on a cultural place.

While local governments should strive to help preserve the integrity of, access to, and use of cultural places¹¹, mitigation may often be achieved through a broad range of measures:

- Minimizing impacts by limiting the degree or magnitude of the action and its implementation.
- Rectifying the impact by repairing, rehabilitating, or restoring the impacted cultural place.
- Reducing or eliminating the impact over time through monitoring and management of the cultural place.

Other methods of mitigation may include:

- Designation of open space land in accordance with Government Code §65560(b).
- Enhancement of habitat or open space properties for protection of cultural place.
- Development of an alternate site suitable for tribal purposes and acceptable to the tribe.
- Other alternative means of preserving California Native American cultural features, where feasible.

It is important that local governments consider that mitigation measures may largely differ depending on customs of a particular tribe, the characteristics and uses of a site or object, the cultural place's location, and the importance of the site to the tribe's cultural heritage. Where a cultural place is affected by a proposed general or specific plan adoption or amendment, consultations with tribes should focus on preserving, or mitigating the impacts to, that specific cultural place.

Seeking Agreement Where Feasible

Although Government Code §65352.3(a) requires consultation for the purpose of preserving or mitigating against the adverse impacts that a general plan or specific plan adoption or amendment may have on a cultural place, there is no requirement to preserve a cultural place or adopt mitigation measures, if agreement cannot be reached. Under the definition of "consultation" within Government Code §65352.4, local governments and tribes are required to carefully consider each other's views and are required to seek an agreement, "where feasible." For the purposes of Government Code §65352.4, agreements should be considered "feasible" when capable of being accomplished in a successful manner within a reasonable time taking into account economic, environmental, social and technological factors.¹² If, after conducting consultations in good faith and within the spirit of the definition, the tribe or local government cannot reach agreement on preservation or mitigation of any impact to a California Native American cultural place, neither party is required to take any action under Government Code §65352.3(a).

¹¹ Cultural Places referring to places, features, and objects under Government Code §65352.3(a) and described in Government Code §§5097.9 and 5097.995.

¹² See *State of California General Plan Guidelines*, Governor's Office of Planning & Research, Glossary, page 261.

Monitoring and Management

During consultations, local governments should consider the involvement of tribes in the ongoing treatment and management of cultural places, objects, or cultural features through a specific monitoring program, co-management, or other forms of participation.

Where a cemetery, burial ground, or village site may be present, the planning of treatment and management activities should address the possibility that California Native American human remains may be involved when protecting cultural features. Local governments should consider working with tribes to develop an appropriate plan for the identification and treatment of such discoveries in accordance with Public Resources Code §5097.98.

Private Landowner Involvement

During consideration of a proposed general plan adoption or amendment, a local government may discover or be informed of a cultural place that exists on privately owned land within an affected area. In such an instance, local governments should first contact the appropriate tribe or tribes to offer consultations and determine an acceptable level of landowner involvement. Local governments should be aware that there may be some occasions where a tribe may prefer to maintain strict confidentiality without the inclusion of a private, third party landowner.

If a tribe is interested in involving the landowner in preservation or mitigation activities, the local government should consider facilitating such involvement. It is important that local governments and tribes understand that there is no statutory requirement to include private landowners under the government-to-government consultations requirements of Government Code §65352.3(a). However, because landowner participation is encouraged, local governments may consider suggesting the following methods to facilitate landowner involvement:

- Suggesting that the tribe contact the private landowner directly to facilitate discussions between the tribe and landowner.
- Offering to contact the private landowner directly on behalf of the tribe.
- Suggesting that the private landowner be included as a party to the consultations.

VIII. Confidentiality of Information

Protecting the confidentiality of California Native American prehistoric, archaeological, cultural, spiritual, and ceremonial places is one of the most important objectives of SB 18. This is clearly evidenced by SB 18's legislative intent as well as its statutory additions and amendments which address the issue of confidentiality and requires "each city and county to protect the confidentiality of information concerning" cultural places.¹³ By maintaining the confidentiality of a cultural place, including its location, traditional uses, and characteristics, local governments can help assure tribes of continued access and use of these cultural places, in addition to aiding in the preservation of a cultural place's integrity. However, local governments should take into consideration other state and federal laws which may impose conflicting public policy priorities or requirements.

¹³ See SB 18 §1(b)(3), (Burton, Ch. 905, Stat. 2004); Govt. Code §§ 65040.2(g)(3), 65352.3, 65352.4, and 65562.5.

Public Disclosure Laws

The California Public Records Act (Government Code §6250 et. seq.) and California’s open meeting laws applying to local governments (The Brown Act, Government Code §54950 et. seq.) both have implications with regard to maintaining confidentiality of California Native American cultural place information. Local governments are encouraged to carefully consider these laws in greater detail, and adopt or incorporate these recommendations into their own confidentiality procedures in order to avoid the unintended disclosure of confidential cultural place information.

The California Public Records Act (CPRA)

Subject to specified exemptions, the CPRA provides that all written records maintained by local or state government are public documents and are to be made available to the public, upon request. Written records include all forms of recorded information (including electronic) that currently exist or that may exist in the future. The CPRA requires government agencies to make records promptly available to any citizen who asks, unless an exemption applies.

The CPRA contains two exemptions which aid in the protection of records relating to Native American cultural places. Amended in October of 2005 for broad application, these exemptions now permit any state or local agency to deny a CPRA request and withhold from public disclosure:

- 1) “records of Native American graves, cemeteries, and sacred places and records of Native American places, features, and objects described in Section 5097.9 and 5097.993 of the Public Resources Code maintained by, or in the possession of, the Native American Heritage Commission, another state agency, or a local agency” (GC § 6254(r)); and
- 2) “records that relate to archaeological site information and reports maintained by, or in the possession of, the Department of Parks and Recreation, the State Historical Resources Commission, the State Lands Commission, another state agency, or a local agency, including the records that the agency obtains through a consultation process between a California Native American tribe and a state or local agency” (GC § 6254.10).

With these two CPRA exemptions in place, information related to Native American cultural places is specifically protected from mandatory public disclosure. Such protections are intended to facilitate the free exchange of information between Native American tribes and California local governments when conducting tribal consultations. Even with this protection, however, it is important for local governments to understand that some tribes may withhold information during consultations due to conflicts with their cultural beliefs and practices. Local governments and Native American tribes should discuss such issues early in consultations, or during pre-consultation, so that each has an understanding of what information can and cannot be divulged. Additionally, it is important for all parties to recognize that a legislative body of a city or county must have access to certain information in order to make an informed decision regarding the given plan adoption or amendment.

The Brown Act

The Brown Act governs the legislative bodies of all local agencies within California. It requires that meetings held by these bodies be “open and public.” Under this Act, no local legislative body may take an action in secret, nor will the body’s action be upheld if it is in violation of California’s open meeting laws. The Brown Act defines a “meeting” as a gathering of a majority of the members of a applicable body to hear, discuss, or deliberate on matters within the agency’s or board’s jurisdiction.

While the Brown Act does contain some exceptions for “closed meetings,” none of these exceptions would allow the quorum of a local legislative body to participate in tribal consultations within a closed meeting. Should a local legislative body participate in confidential tribal consultations, it is important that they do so as an advisory committee with *less than* a quorum, so as to not invoke the Brown Act’s requirements of public participation (see Government Code §54952(b)). Otherwise, the Brown Act will require that the consultations be held in public, thereby defeating the purpose of confidentiality, or, alternatively, any decisions made by the quorum of the body within a closed meeting would be rendered invalid.

In order to efficiently conduct tribal consultation meetings, in addition to maintaining confidentiality at all times, local governments are encouraged to develop procedures in advance that would designate a committee or agency in charge. In doing so, local governments should consider the problems associated with elected official participation within tribal consultations, and should tailor their procedures accordingly.

Public Hearings

General plan amendments, specific plan amendments, and the adoption of a general or specific plan each require both a planning commission and a city council or board of supervisors to conduct public hearings. The decision to approve or deny these proposals must be based in reason and upon evidence in the record of the public hearing. When addressing an adoption or amendment involving a cultural place, elected officials will need to be apprised of the cultural site implications in order to make informed decision. However, to maintain the confidentiality of this cultural place information, local governments and tribes, during consultations, should agree on what non-specific information may be disclosed during the course of a public hearing. Additionally, local governments should avoid including any specific cultural place information within CEQA documents (such as Environmental Impact Reports, Negative Declaration, and Mitigated Negative Declarations) or staff reports which are required to be available at a public hearing. In such cases, confidential cultural resource inventories or reports generated for environmental documents should be maintained under separate cover and shall not be available to the public.

Additional Confidentiality Procedures

Additionally, local governments should consider the following items when considering steps to be taken in order to maintain confidentiality:

- Local governments should develop “in-house” confidentiality procedures.

- Procedures should be established to allow for tribes to share information with local government officials in a confidential setting.
- Only those tribal designees, planning officials, qualified professional archaeologists, and landowners involved in the particular planning activity should obtain information about a specific site.
- Participating landowners should be asked to sign a non-disclosure agreement with the appropriate tribe prior to gaining access to any specific site information.
- Local governments should not include detailed (confidential) information about cultural places in any of its public documents.
- Possible procedures to require local government to notify participating tribes and landowners whenever records containing specific site information have been requested for public disclosure.

Local governments should also keep in mind that the terms for confidentiality may differ depending upon the nature of the site, the tribe, the local government, the landowner, or who proposes to protect the site. Local governments should collaborate with tribes to develop informational materials to educate landowners regarding the cultural sensitivity of divulging site information, explaining the tribe's interest in maintaining the confidentiality and preservation of a site. Landowners should be informed of criminal penalties within the law for the unlawful and intentional destruction, degradation or removal of California Native American cultural or spiritual places located on public or private lands (Public Resources Code §5097.995).¹⁴

Confidentiality Procedures for Private Landowner Involvement

In order to successfully preserve or mitigate impacts to a California Native American cultural place, local governments and tribes may find it necessary or advantageous to involve private landowners early in the consultation process. Often, landowners may not be aware that a cultural place exists on their property, or alternatively, may not realize that the site has become subject to a general plan adoption or amendment. Due to the confidential nature of certain information involved, local governments should consider working with tribes to adopt procedures that would balance the value of landowner involvement with the need for cultural place confidentiality. Local governments and California Native American tribes may wish to consider the following procedures that would inform and potentially involve landowners in the consultation process, without compromising the confidentiality of a cultural place:

- Local governments, at the request of a tribe, may consider contacting a landowner directly and, without disclosing the exact location or characteristics of the site, inform the landowner of the existence of a culturally significant place on their property. A local government may consider inquiring as to whether the landowner would be willing to further discuss the matter directly with the appropriate tribal representative under a non-disclosure agreement.

¹⁴ Due to a drafting error, SB 18 contains multiple references to Public Resources Code (PRC) §5097.995 which is no longer in existence. In 2004, PRC §5097.995 was amended and renumbered to PRC §5097.993 by Senate Bill 1264 (Chapter 286). Local governments should refer to PRC §5097.993 when looking for PRC §5097.995.

- Local governments may consider giving the landowner's contact information to a tribe so that the tribe may contact the landowner directly. Discussion about conservation easements is an example of a case in which a tribe and landowner may wish to meet without the direct participation of the local government.
- Local governments may also consider informing a landowner of the ability of landowners to access CHRIS for cultural resource information specific to their land. Local governments should keep in mind that the CHRIS system does not contain a catalog of every cultural place within California.

IX. Procedures to Facilitate Voluntary Landowner Protection Efforts

In addition to their own consultation with tribes, local governments may help facilitate landowner participation in preserving and protecting cultural places. While each city and county should develop its own policies on landowner participation, general strategies for encouraging landowner awareness of and participation in cultural place protection may include:

- Collaborating with local tribes to offer cultural awareness and other educational events for landowners.
- Encouraging landowner participation in discussions about appropriate preservation and mitigation measures.
- Promoting the use of conservation easements and other private conservation efforts.

It should be noted that SB 18 does not require landowners to dedicate or sell conservation easements for the purpose of cultural place preservation. Neither are local governments required to play a direct role in any private conservation activity. Government Code §65040.2(g), however, does require OPR to recommend procedures to facilitate voluntary landowner participation in the preservation and protection of cultural places.

Landowner Education and Participation

Public workshops, seminars, and other educational sessions may provide forums for tribal representatives to share tribal and cultural information and discuss general protection concerns with landowners. These sessions may build cultural awareness, develop landowner understanding of the importance of cultural places, and also encourage further dialogue between tribes and landowners. These sessions should generally inform landowners of the importance of cultural places and should not compromise the confidentiality of a specific cultural place.

Local governments may also encourage landowner participation in discussions about preserving or mitigating impacts to a cultural place located on a landowner's private property. (*See Section VII and Section VIII for further information.*)

Private Conservation Efforts

Although local governments are not required to play a direct role in any private conservation activity, they can promote the use of conservation easements and other conservation programs to protect cultural places. Local governments may consider adoption of a policy to encourage voluntary landowner participation in protection programs. Local governments may also develop and distribute informational materials about potential incentives for private conservation efforts, such as Mills Act tax credits or the tax benefits of donating or selling conservation easements.

A conservation easement is a voluntary agreement between a landowner and an authorized party (including a tribe pursuant to Civil Code 815.3(c)) that allows the easement holder to limit the type or amount of development on the property while the landowner retains title to the land. The landowner is compensated for voluntarily giving up some development opportunities. The easement is binding upon successive owners of the land. It is common for a conservation

easement to be recorded against the property as a way to inform future purchasers of the existence of an easement. Granting of a conservation easement may qualify as a charitable contribution for tax purposes.

Should a landowner choose to sell a conservation easement, the landowner should first consult with all tribes affiliated with the land on which the easement is proposed. It is also recommended that tribes hold conservation easements only within their areas of cultural affiliation.

As an alternative to conservation easements, local governments may also promote private preservation of cultural places through the use of Memoranda of Understanding (MOU). As a direct agreement between a landowner and tribe, a MOU allows a tribe and landowner to agree on appropriate treatment of cultural places located on the landowner's private property and may give certain privileges to tribes, such as access to perform ceremonial rituals. MOUs may also be used to facilitate co-management by tribes, landowners, and conservation organizations. For example, if a conservation easement established for wildlife protection also contains a cultural place, the landowner, conservation entity, and tribe could agree on co-management (in the MOU) that protects both the habitat and cultural place.

Part E

Open Space

Section X provides information for incorporating the protection of cultural places into the open space element of the general plan.

X. Open Space for the Protection of Cultural Places

SB 18 amended Government Code §66560 to include open space for the protection of cultural places as an allowable purpose of the open space element. Local governments may, but are not required to, consider adopting open space policies regarding the protection of cultural places. Local governments may wish to consider the following when and if they develop such policies:

- Limiting the types of land uses allowed in an open space designation in order to protect the cultural place from potentially harmful uses.
- Facilitating access to tribes for maintenance and traditional use of cultural places.
- Protecting the confidentiality of cultural places by not disclosing specific information about their identity, location, character, or use.
- Giving developers incentives to protect cultural places through voluntary measures.
- Incorporating goals for protection of cultural places in open space that is also part of a regional habitat conservation and protection program, for example, a local or regional Habitat Conservation Plan (HCP) or Natural Community Conservation Program (NCCP).
- Reviewing and conforming other elements of the general plan that deal with conservation of natural and cultural resources to the open space element.

The development of open space policies for the protection of cultural places should be done in consultation with culturally-affiliated tribes. It is important to note that the importance of cultural places is not solely rooted in the land or other physical features or objects related to the land on which the cultural place is located. The sense of “place” is often as important as any physical or tangible characteristic. It may be important to a tribe to preserve a certain non-material aspect of a cultural place, such as views or vantage points from or to the cultural place. Cultural interpretation and importance of the place to the tribe should be taken into consideration, in addition to any potential archaeological importance of the place. With this in mind, local governments should be prepared to consider creative solutions for preservation and protection of cultural places.

Neither Government Code §65560(b)(5) nor Government Code §65562.5 mandate local review or revision of the existing open space element of the general plan to inventory and/or protect cultural places. However, local governments should consider doing so in future updates of or comprehensive revisions to the open space element.

Part F Additional Resources

XI. Additional Resources

In addition to the information provided in the 2005 Supplement to the *General Plan Guidelines*, local governments may wish to investigate additional resources that can provide more detailed information about Native American people, cultural places, tribal governments, consultation, confidentiality, conservation easements, and other issues related to SB 18. Sources of additional information include federal and state government agencies that have previous experience with tribal consultations, colleges and universities, private organizations and foundations, and the literature and web sites associated with these groups. Although it is not intended to be a comprehensive list, some potentially useful resources are included below.

It is important that local governments keep in mind that Native American tribes are often the best source of information concerning a cultural place's location and characteristics. Local governments are encouraged to seek this information, if available, directly from the tribes themselves.

State Agencies

California Native American Heritage Commission (NAHC)

The NAHC is the state commission responsible for advocating preservation and protection of Native American human remains and cultural resources. NAHC maintains confidential records concerning places of special religious or social significance to Native Americans, including graves and cemeteries and other cultural places. The NAHC reviews CEQA documents to provide recommendations to lead agencies about consulting with tribes to mitigate potential project impacts to these sites.

The NAHC maintains a list of California tribes and the corresponding contacts that local governments should use for the purpose of meeting SB 18 consultation requirements.

The NAHC web site also provides a number of links to information about federal and state laws, local ordinances and codes, and cultural resources in relation to Native Americans.

Native American Heritage Commission
1556 Harbor Blvd.
West Sacramento, CA 95691
916-373-3710
916-373-5471 - Fax
<http://www.nahc.ca.gov>

California Office of Historic Preservation (OHP)

California Historical Resources Information System (CHRIS)

Pursuant to state and federal law, the California Office of Historic Preservation (OHP) administers the California Historical Resources Information system (CHRIS). The CHRIS is organized by county and managed by regional information centers (posted on the OHP website). These CHRIS centers house records, reports, and other documents relating to cultural and archaeological resources, and provide information and recommendations regarding such resources on a fee-for-service basis. Local governments may enter into agreements with CHRIS information centers to establish procedures and protocols for requesting searches of historical resource records.

The OHP also provides assistance to local governments to encourage direct participation in historic preservation. OHP provides technical assistance to local governments including training for local commissions and review boards, drafting of preservation plans and ordinances, and developing archaeological and historical surveys.

Office of Historic Preservation
P.O. Box 942896
Sacramento, CA 94296-0001
Phone: (916) 653-6624
Fax: (916) 653-9824
<http://www.ohp.parks.ca.gov>

California Department of Conservation

Division of Land Resource Protection (DLRP)

The DLRP works with landowners, local governments, and researchers to conserve productive farmland and open spaces.

California Department of Conservation
Division of Land Resource Protection
801 K Street, MS 18-01
Sacramento, CA 95814-3528
Phone: (916) 324-0850
<http://www.consrv.ca.gov/DLRP/index.htm>

California Department of Housing and Community Development

California Indian Assistance Program (CIAP)

The California Indian Assistance Program's primary role is to assist tribal governments with obtaining and managing funds for community development and government enhancement. CIAP's *2004 Field Directory of the California Indian Community* is a good reference for California Native American tribes, including location of Indian lands, federal recognition status of tribes, history of laws affecting tribes, and other programs and agencies involved in tribal relationships.

California Indian Assistance Program
1800 Third Street, Room 365
Sacramento, CA 95814
Phone: (916) 445-4727
<http://www.hcd.ca.gov/ca/ciap/>

California Department of Transportation (DOT)

Native American Liaison Branch

The California DOT administers most of its projects with some federal funding and is therefore subject to Section 106 consultation requirements under NHPA. The department has a Native American Liaison Branch (NALB), with headquarters in Sacramento and Native American Liaisons in each of its twelve districts. The NALB web site contains policy statements and links to other useful resources.

Office of Regional and Interagency Planning
Native American Liaison Branch
1120 N Street, MS 32
Sacramento, CA 95814
Phone: (916) 651-8195
Phone: (916) 654-2389
Fax: (916) 653-0001
http://www.dot.ca.gov/hq/tpp/offices/orip/na/native_american.htm

Federal Agencies

Federal Highway Administration – AASHTO (American Association of State Highway and Transportation Officials) Center for Environmental Excellence

The AASHTO Center for Environmental Excellence provides a web site designed to provide tools for Section 106 of the National Historical Preservation Act (NHPA) tribal consultation. This site contains documents and links to web sites that address key aspects of tribal consultation relevant to SB 18. Information also includes federal, tribal, and state policies and protocols, case law, and best practices as implemented by federal and state agencies and tribes.

http://environment.transportation.org/environmental_issues/tribal_consultation/overview.htm

U.S. Army Corps of Engineers

The U.S. Army Corps of Engineers has lasting and positive relations with many tribal governments. The “Tribal Affairs and Initiatives” section of their web site provides information regarding the U.S. Army Corps of Engineers’ approach to tribal consultation and preservation of cultural resources.

<http://www.usace.army.mil/inet/functions/cw/cecwp/tribal/index.htm>

USDA Forest Service

The Forest Service has extensive experience in consulting with Native American tribes. The Forest Service's *Forest Service National Resource Book on American Indian and Alaska Native Relations* is an excellent resource book on tribal beliefs and practices, tribal consultation, and laws affecting Native Americans. The Forest Service's *Report of the National Tribal Relations Program Implementation Team* (June 2003) reviews relationships between the Forest Service and tribes, identifying pervasive problems and concerns and making recommendations to improve the effectiveness of the program at maintaining long-term collaborative relationships with tribal governments.

USDA Forest Service
Regional Office of Tribal Relations
Sonia Tamez
1323 Club Drive
Vallejo, CA 95492
Phone: (707) 562-8919
www.r5.fs.fed.us

USDA National Sustainable Agriculture Information Service (ATTRA)

The ATTRA provides information and other technical assistance to farmers, ranchers, Extension agents, educators, and others involved in sustainable agriculture in the United States. The ATTRA publication, *Conservation Easements, Resource Series (2003)*, provides an overview of what holding and selling conservation easements entail.

ATTRA - National Sustainable Agriculture Information Service
PO Box 3657
Fayetteville, AR 72702
Phone: (800) 346-9140
Fax: (479) 442-9842
<http://attra.ncat.org/>

USDA Natural Resources Conservation Service (NRCS)

The mission of the NRCS is to address natural resource conservation on private lands. The web site contains links to various conservation technical resources and to additional contact information for area offices and service centers.

California NRCS State Office
430 G Street #4164
Davis, CA 95616-4164
Phone: (530) 792-5600
Fax: (530) 792-5610
<http://www.ca.nrcs.usda.gov/>

U.S. Department of Interior – Bureau of Indian Affairs

The Bureau of Indian Affairs (BIA) is responsible for the administration and management of 55.7 million acres of land held in trust by the United States for American Indians, Indian tribes, and Alaska Natives. Developing forestlands, leasing assets on these lands, directing agricultural

programs, protecting water and land rights, developing and maintaining infrastructure, and economic development are all agency responsibilities. The BIA web site includes links to other federal agencies, inter-tribal organizations, environmental organizations, and cultural resources.

Bureau of Indian Affairs

Phone: (202) 208-3710

<http://www.doi.gov/bureau-indian-affairs.html>

U.S. Department of Interior – Bureau of Land Management

The Bureau of Land Management manages 261 million acres of land and has staff whose duties include coordination and consultation with Native Americans. The Bureau publishes *Native American Coordination and Consultation, Manual Section 8160 with Handbook H-8160-1*. The handbook is devoted to providing general guidance for tribal consultation, and can be found online at: <http://www.blm.gov/nhp/efoia/wo/handbook/h8160-1.html>.

Bureau of Land Management

California State Office

2800 Cottage Way, Suite W-1834

Sacramento, CA 95825-1886

Phone: (916) 978-4400

Phone: (916) 978-4416

TDD: (916) 978-4419

<http://www.ca.blm.gov/>

U.S. Department of Interior- National Park Service

The following National Park Service web site specifically focuses on cultural resource preservation. The site includes links to tools for cultural resource preservation, different areas of cultural resource protection and different offices of the National Park Service that handle cultural preservation issues. Included among these offices is the American Indian Liaison Office, the web site of which contains a number of information resources that are potentially useful to local governments learning how to consult with Native American tribes on land use policy.

<http://www.cr.nps.gov>

U.S. Department of Interior – Office of Collaborative Action and Dispute Resolution

This web site provides links to federal agencies' policies on tribal consultation:

<http://mits.doi.gov/cadr/main/G2GAgencyPolicies.cfm>

Colleges and Universities

Humboldt State University

The Center for Indian Community Development (CICD)

The CICD primarily focuses on Indian language education, but also acts in the capacity of a liaison between Native American tribes and the community. The CICD includes a cultural resource facility where information about Native American burial grounds and cultural resource monitoring can be found. The CICD offers useful publications on tribal governments and cultural approaches to environmental protection of Native American lands on its web site.

Humboldt State University
Center for Indian Community Development
#1 Harpst Street
Arcata, CA 95521
Phone: (707) 826-3711
<http://www.humboldt.edu/~cicd/>

**University of California, Los Angeles
American Indian Studies Center (AISC)**

The AISC has spent a number of years conducting research on issues affecting Native American Indian communities. The center has sponsored conferences on issues including California tribes, repatriation, federal recognition, and Indian gaming. The AISC offers a number of publications on issues ranging from Contemporary Native American Issues and Native American Politics to Native American Theater and Native American Literature.

UCLA American Indian Studies Center
3220 Campbell Hall
Los Angeles, CA 90095-1548
Phone: (310) 825-7315
Fax: (310) 206-7060
<http://www.aisc.ucla.edu/>

**University of California, Los Angeles School of Law
Native Nations Law and Policy Center (NNLPC)**

The mission of NNLPC at UCLA Law is to support Native nations throughout the United States, with a special focus on California tribes, in developing their systems of governance and in addressing critical public policy issues and to apply the resources of state-supported education together with tribal expertise to address contemporary educational needs for California Tribes. The Research and Publications division secures grants, carries out research, and sponsors conferences and roundtables drawing together scholars, tribal leaders, and federal/state policy-makers.

UCLA School of Law
P.O. Box 951476
Los Angeles, CA 90095-1476
Phone: (310) 825-4841
<http://www.law.ucla.edu/students/academicprograms/nativenations/nnlapc.htm>

Private Organizations and Foundations

American Farmland Trust (AFT)

Since its founding in 1980, the AFT has helped to achieve permanent protection for over a million acres of American farmland. The AFT focuses its strategies on protecting land through publicly funded agricultural conservation easement programs and encouraging conservation practices in community planning and growth management.

American Farmland Trust
1200 18th Street NW
Washington, D.C. 20036
Phone: (202) 331-7300
Fax: (202) 659-8339
<http://www.farmland.org/>

Inter-Tribal Council of California, Inc. (ITCC)

The key role of the Inter-Tribal Council of California (ITCC) is to assist in bridging relationships between California tribal governments and other organizations, including local government agencies. The ITCC offers workshops on Native American cultural proficiency and tribal governments for the purpose of educating non-Native Americans on how to effectively communicate with tribal governments, in addition to other training and technical assistance. The ITCC is experienced in assisting the development of Memoranda of Understanding and Agreement, protocols, and educational outreach materials.

Inter-Tribal Council of California, Inc.
2755 Cottage Way, Suite 14
Sacramento, CA 95825
Phone: (916) 973-9581
Fax: (916) 973-0117

Land Trust Alliance (LTA)

The Land Trust Alliance promotes voluntary land conservation by offering training, conferences, literature, reports, and other information on land conservation. The LTA has several publications discussing conservation techniques. Their web site addresses different conservation options for landowners and includes questions and answers about conservation easements, land donation, and bargain sale of land.

Land Trust Alliance
1331 H Street NW, Suite 400
Washington D.C. 20005-4734
Phone: (202) 638-4725
Fax: (202) 638-4730
<http://www.lta.org/conserve/options.htm>

Native American Land Conservancy

The Native American Land Conservancy is a nonprofit corporation formed for the conservation and preservation of Native American sacred lands.

Native American Land Conservancy
Kurt Russo, Executive Director
PO Box 1829
Indio, CA 92202
Phone: (800) 6770-6252

The Nature Conservancy (TNC)

The Nature Conservancy is a non-profit organization that works with communities, businesses, and individuals to preserve lands with natural and cultural resources.

The Nature Conservancy
4245 North Fairfax Drive, Suite 100
Arlington, VA 22203-1606
<http://nature.org/>

Southern California Tribal Chairmen's Association (SCTCA)

The Southern California Tribal Chairmen's Association (SCTCA) is a multi-service non-profit corporation established in 1972 for a consortium of 19 Federally recognized Indian tribes in Southern California. The Primary goals and objectives of SCTCA are the health, welfare, safety, education, culture, economic and employment opportunities for its tribal members. A board of directors comprised of tribal chairpersons from each of its member tribes governs SCTCA.

Southern California Tribal Chairmen's Association
Denis Turner
Executive Director
Phone: (760) 742-8600 x100
<http://www.sctca.net/>

Trust for Public Land (TPL)

The Trust for Public Land (TPL) is a national, nonprofit, land conservation organization that conserves land for people to enjoy as parks, community gardens, historic sites, rural lands, and other natural places, ensuring livable communities for generations to come. Since 1972, TPL has worked with willing landowners, community groups, and national, state, and local agencies to complete more than 2,700 land conservation projects in 46 states, protecting nearly 2 million acres.

Trust for Public Land National Office
116 New Montgomery St., 4th Floor
San Francisco, CA 94105
Phone: (415) 495-4014
Fax: (415) 495-4103
<http://www.tpl.org>

Exhibit A: Sample Request to the NAHC for Tribal Contact Information

	<u>LOCAL GOVERNMENT</u> <u>TRIBAL CONSULTATION LIST REQUEST</u> NATIVE AMERICAN HERITAGE COMMISSION 1556 HARBOR BLVD. WEST SACRAMENTO, CA 95691 916-373-3710 916-373-5471 - Fax	
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Project Title: _____

Local Government/Lead Agency: _____ **Contact Person:** _____

_____ **Phone:** _____

Street Address: _____ **Fax:** _____

___ General Plan Amendment ___ Specific Plan Amendment

___ Pre-planning Outreach Activity

Project Description:

NAHC Use Only

Date Received: _____

Date Completed _____

Native American Tribal Consultation lists are only applicable for consulting with California Native American tribes per Government Code Section 65352.3.

BILL NUMBER: SB 18 CHAPTERED
BILL TEXT

CHAPTER 905

FILED WITH SECRETARY OF STATE SEPTEMBER 30, 2004

APPROVED BY GOVERNOR SEPTEMBER 29, 2004

PASSED THE SENATE AUGUST 19, 2004

PASSED THE ASSEMBLY AUGUST 9, 2004

AMENDED IN ASSEMBLY JULY 1, 2004

AMENDED IN ASSEMBLY JUNE 28, 2004

AMENDED IN ASSEMBLY JUNE 14, 2004

AMENDED IN ASSEMBLY JUNE 10, 2004

AMENDED IN ASSEMBLY SEPTEMBER 12, 2003

AMENDED IN ASSEMBLY SEPTEMBER 5, 2003

AMENDED IN ASSEMBLY AUGUST 25, 2003

AMENDED IN ASSEMBLY AUGUST 18, 2003

AMENDED IN ASSEMBLY JULY 9, 2003

INTRODUCED BY Senators Burton, Chesbro, and Ducheny

DECEMBER 2, 2002

An act to amend Section 815.3 of the Civil Code, to amend Sections 65040.2, 65092, 65351, 65352, and 65560 of, and to add Sections 65352.3, 65352.4, and 65562.5 to the Government Code, relating to traditional tribal cultural places.

LEGISLATIVE COUNSEL'S DIGEST

SB 18, Burton. Traditional tribal cultural places.

(1) Existing law establishes the Native American Heritage Commission and authorizes the commission to bring an action to prevent severe and irreparable damage to, or assure appropriate access for Native Americans to, a Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine located on public property.

Existing law authorizes only specified entities or organizations, including certain tax-exempt nonprofit organizations, and local government entities to acquire and hold conservation easements, if those entities and organizations meet certain conditions.

This bill would include a federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission, among those entities and organizations that may acquire and hold conservation easements, as specified.

(2) Existing law requires the Office of Planning and Research to implement various long range planning and research policies and goals that are intended to shape statewide development patterns and significantly influence the quality of the state's environment and, in connection with those responsibilities, to adopt guidelines for the preparation and content of the mandatory elements required in city and county general plans.

This bill would require that, by March 1, 2005, the guidelines contain advice, developed in consultation with the Native American Heritage Commission, for consulting with California Native American tribes for the preservation of, or the mitigation of impacts to, specified Native American places, features, and objects. The bill

would also require those guidelines to address procedures for identifying the appropriate California Native American tribes, for continuing to protect the confidentiality of information concerning the specific identity, location, character, and use of those places, features, and objects, and for facilitating voluntary landowner participation to preserve and protect the specific identity, location, character, and use of those places, features, and objects. The bill would define a California Native American tribe that is on the contact list maintained by the Native American Heritage Commission as a "person" for purposes of provisions relating to public notice of hearings relating to local planning issues.

(3) Existing law requires a planning agency during the preparation or amendment of the general plan, to provide opportunities for the involvement of citizens, public agencies, public utility companies, and civic, education, and other community groups, through public hearings and any other means the city or county deems appropriate.

This bill would require the planning agency on and after March 1, 2005, to refer the proposed action to California Native American tribes, as specified, and also provide opportunities for involvement of California Native American tribes. The bill would require that, prior to the adoption or amendment of a city or county's general plan, the city or county conduct consultations with California Native American tribes for the purpose of preserving specified places, features, and objects that are located within the city or county's jurisdiction. The bill would define the term "consultation" for purposes of those provisions. By imposing new duties on local governments with respect to consultations regarding the protection and preservation of California Native American historical, cultural, and sacred sites, the bill would impose a state-mandated local program.

On and after March 1, 2005, this bill would include open space for the protection of California Native American historical, cultural, and sacred sites within the definition of "local open-space plan" for purposes of provisions governing the preparation of the open-space element of a city and county general plan.

(4) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement, including the creation of a State Mandates Claims Fund to pay the costs of mandates that do not exceed \$1,000,000 statewide and other procedures for claims whose statewide costs exceed \$1,000,000.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. (a) The Legislature finds and declares all of the following:

(1) Current state law provides a limited measure of protection for California Native American prehistoric, archaeological, cultural, spiritual, and ceremonial places.

(2) Existing law provides limited protection for Native American sanctified cemeteries, places of worship, religious, ceremonial sites, sacred shrines, historic or prehistoric ruins, burial grounds,

archaeological or historic sites, inscriptions made by Native Americans at those sites, archaeological or historic Native American rock art, and archaeological or historic features of Native American historic, cultural, and sacred sites.

(3) Native American places of prehistoric, archaeological, cultural, spiritual, and ceremonial importance reflect the tribes' continuing cultural ties to the land and to their traditional heritages.

(4) Many of these historical, cultural, and religious sites are not located within the current boundaries of California Native American reservations and rancherias, and therefore are not covered by the protectionist policies of tribal governments.

(b) In recognition of California Native American tribal sovereignty and the unique relationship between California local governments and California tribal governments, it is the intent of the Legislature, in enacting this act, to accomplish all of the following:

(1) Recognize that California Native American prehistoric, archaeological, cultural, spiritual, and ceremonial places are essential elements in tribal cultural traditions, heritages, and identities.

(2) Establish meaningful consultations between California Native American tribal governments and California local governments at the earliest possible point in the local government land use planning process so that these places can be identified and considered.

(3) Establish government-to-government consultations regarding potential means to preserve those places, determine the level of necessary confidentiality of their specific location, and develop proper treatment and management plans.

(4) Ensure that local and tribal governments have information available early in the land use planning process to avoid potential conflicts over the preservation of California Native American prehistoric, archaeological, cultural, spiritual, and ceremonial places.

(5) Enable California Native American tribes to manage and act as caretakers of California Native American prehistoric, archaeological, cultural, spiritual, and ceremonial places.

(6) Encourage local governments to consider preservation of California Native American prehistoric, archaeological, cultural, spiritual, and ceremonial places in their land use planning processes by placing them in open space.

(7) Encourage local governments to consider the cultural aspects of California Native American prehistoric, archaeological, cultural, spiritual, and ceremonial places early in land use planning processes.

SEC. 2. Section 815.3 of the Civil Code is amended to read:

815.3. Only the following entities or organizations may acquire and hold conservation easements:

(a) A tax-exempt nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code and qualified to do business in this state which has as its primary purpose the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use.

(b) The state or any city, county, city and county, district, or other state or local governmental entity, if otherwise authorized to acquire and hold title to real property and if the conservation easement is voluntarily conveyed. No local governmental entity may condition the issuance of an entitlement for use on the applicant's granting of a conservation easement pursuant to this chapter.

(c) A federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on

the contact list maintained by the Native American Heritage Commission to protect a California Native American prehistoric, archaeological, cultural, spiritual, or ceremonial place, if the conservation easement is voluntarily conveyed.

SEC. 3. Section 65040.2 of the Government Code is amended to read:

65040.2. (a) In connection with its responsibilities under subdivision (1) of Section 65040, the office shall develop and adopt guidelines for the preparation and content of the mandatory elements required in city and county general plans by Article 5 (commencing with Section 65300) of Chapter 3. For purposes of this section, the guidelines prepared pursuant to Section 50459 of the Health and Safety Code shall be the guidelines for the housing element required by Section 65302. In the event that additional elements are hereafter required in city and county general plans by Article 5 (commencing with Section 65300) of Chapter 3, the office shall adopt guidelines for those elements within six months of the effective date of the legislation requiring those additional elements.

(b) The office may request from each state department and agency, as it deems appropriate, and the department or agency shall provide, technical assistance in readopting, amending, or repealing the guidelines.

(c) The guidelines shall be advisory to each city and county in order to provide assistance in preparing and maintaining their respective general plans.

(d) The guidelines shall contain the guidelines for addressing environmental justice matters developed pursuant to Section 65040.12.

(e) The guidelines shall contain advice including recommendations for best practices to allow for collaborative land use planning of adjacent civilian and military lands and facilities. The guidelines shall encourage enhanced land use compatibility between civilian lands and any adjacent or nearby military facilities through the examination of potential impacts upon one another.

(f) The guidelines shall contain advice for addressing the effects of civilian development on military readiness activities carried out on all of the following:

- (1) Military installations.
- (2) Military operating areas.
- (3) Military training areas.
- (4) Military training routes.
- (5) Military airspace.
- (6) Other territory adjacent to those installations and areas.

(g) By March 1, 2005, the guidelines shall contain advice, developed in consultation with the Native American Heritage Commission, for consulting with California Native American tribes for all of the following:

(1) The preservation of, or the mitigation of impacts to, places, features, and objects described in Sections 5097.9 and 5097.995 of the Public Resources Code.

(2) Procedures for identifying through the Native American Heritage Commission the appropriate California Native American tribes.

(3) Procedures for continuing to protect the confidentiality of information concerning the specific identity, location, character, and use of those places, features, and objects.

(4) Procedures to facilitate voluntary landowner participation to preserve and protect the specific identity, location, character, and use of those places, features, and objects.

(h) The office shall provide for regular review and revision of the guidelines established pursuant to this section.

SEC. 4. Section 65092 of the Government Code is amended to read:

65092. (a) When a provision of this title requires notice of a public hearing to be given pursuant to Section 65090 or 65091, the notice shall also be mailed or delivered at least 10 days prior to the hearing to any person who has filed a written request for notice with either the clerk of the governing body or with any other person designated by the governing body to receive these requests. The local agency may charge a fee which is reasonably related to the costs of providing this service and the local agency may require each request to be annually renewed.

(b) As used in this chapter, "person" includes a California Native American tribe that is on the contact list maintained by the Native American Heritage Commission.

SEC. 5. Section 65351 of the Government Code is amended to read:

65351. During the preparation or amendment of the general plan, the planning agency shall provide opportunities for the involvement of citizens California Native American Indian tribes, public agencies, public utility companies, and civic, education, and other community groups, through public hearings and any other means the city or county deems appropriate.

SEC. 6. Section 65352 of the Government Code is amended to read:

65352. (a) Prior to action by a legislative body to adopt or substantially amend a general plan, the planning agency shall refer the proposed action to all of the following entities:

(1) A city or county, within or abutting the area covered by the proposal, and a special district that may be significantly affected by the proposed action, as determined by the planning agency.

(2) An elementary, high school, or unified school district within the area covered by the proposed action.

(3) The local agency formation commission.

(4) An areawide planning agency whose operations may be significantly affected by the proposed action, as determined by the planning agency.

(5) A federal agency if its operations or lands within its jurisdiction may be significantly affected by the proposed action, as determined by the planning agency.

(6) A public water system, as defined in Section 116275 of the Health and Safety Code, with 3,000 or more service connections, that serves water to customers within the area covered by the proposal. The public water system shall have at least 45 days to comment on the proposed plan, in accordance with subdivision (b), and to provide the planning agency with the information set forth in Section 65352.5.

(7) The Bay Area Air Quality Management District for a proposed action within the boundaries of the district.

(8) On and after March 1, 2005, a California Native American tribe, that is on the contact list maintained by the Native American Heritage Commission, with traditional lands located within the city or county's jurisdiction.

(b) Each entity receiving a proposed general plan or amendment of a general plan pursuant to this section shall have 45 days from the date the referring agency mails it or delivers it in which to comment unless a longer period is specified by the planning agency.

(c) (1) This section is directory, not mandatory, and the failure to refer a proposed action to the other entities specified in this section does not affect the validity of the action, if adopted.

(2) To the extent that the requirements of this section conflict with the requirements of Chapter 4.4 (commencing with Section 65919), the requirements of Chapter 4.4 shall prevail.

SEC. 7. Section 65352.3 is added to the Government Code, to read:

65352.3. (a) (1) Prior to the adoption or any amendment of a city or county's general plan, proposed on or after March 1, 2005, the city or county shall conduct consultations with California Native American tribes that are on the contact list maintained by the Native American Heritage Commission for the purpose of preserving or mitigating impacts to places, features, and objects described in Sections 5097.9 and 5097.995 of the Public Resources Code that are located within the city or county's jurisdiction.

(2) From the date on which a California Native American tribe is contacted by a city or county pursuant to this subdivision, the tribe has 90 days in which to request a consultation, unless a shorter timeframe has been agreed to by that tribe.

(b) Consistent with the guidelines developed and adopted by the Office of Planning and Research pursuant to Section 65040.2, the city or county shall protect the confidentiality of information concerning the specific identity, location, character, and use of those places, features, and objects.

SEC. 8. Section 65352.4 is added to the Government Code, to read:

65352.4. For purposes of Section 65351, 65352.3, and 65562.5, "consultation" means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance.

SEC. 9. Section 65560 of the Government Code is amended to read:

65560. (a) "Local open-space plan" is the open-space element of a county or city general plan adopted by the board or council, either as the local open-space plan or as the interim local open-space plan adopted pursuant to Section 65563.

(b) "Open-space land" is any parcel or area of land or water that is essentially unimproved and devoted to an open-space use as defined in this section, and that is designated on a local, regional or state open-space plan as any of the following:

(1) Open space for the preservation of natural resources including, but not limited to, areas required for the preservation of plant and animal life, including habitat for fish and wildlife species; areas required for ecologic and other scientific study purposes; rivers, streams, bays and estuaries; areas adjacent to military installations, military training routes, and restricted airspace that can provide additional buffer zones to military activities and complement the resource values of the military lands; and coastal beaches, lakeshores, banks of rivers and streams, and watershed lands.

(2) Open space used for the managed production of resources, including but not limited to, forest lands, rangeland, agricultural lands and areas of economic importance for the production of food or fiber; areas required for recharge of ground water basins; bays, estuaries, marshes, rivers and streams which are important for the management of commercial fisheries; and areas containing major mineral deposits, including those in short supply.

(3) Open space for outdoor recreation, including, but not limited to, areas of outstanding scenic, historic and cultural value; areas particularly suited for park and recreation purposes, including access to lakeshores, beaches, and rivers and streams; and areas which serve as links between major recreation and open-space reservations, including utility easements, banks of rivers and

streams, trails, and scenic highway corridors.

(4) Open space for public health and safety, including, but not limited to, areas which require special management or regulation because of hazardous or special conditions such as earthquake fault zones, unstable soil areas, flood plains, watersheds, areas presenting high fire risks, areas required for the protection of water quality and water reservoirs and areas required for the protection and enhancement of air quality.

(5) Open space for the protection of places, features, and objects described in Sections 5097.9 and 5097.995 of the Public Resources Code.

SEC. 10. Section 65562.5 is added to the Government Code, to read:

65562.5. On and after March 1, 2005, if land designated, or proposed to be designated as open space, contains a place, feature, or object described in Sections 5097.9 and 5097.995 of the Public Resources Code, the city or county in which the place, feature, or object is located shall conduct consultations with the California Native American tribe, if any, that has given notice pursuant to Section 65092 for the purpose of determining the level of confidentiality required to protect the specific identity, location, character, or use of the place, feature, or object and for the purpose of developing treatment with appropriate dignity of the place, feature, or object in any corresponding management plan.

SEC. 11. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution for certain costs that may be incurred by a local agency or school district because in that regard this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

However, notwithstanding Section 17610 of the Government Code, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code. If the statewide cost of the claim for reimbursement does not exceed one million dollars (\$1,000,000), reimbursement shall be made from the State Mandates Claims Fund.

PART C

Mitigation Measure Language

July 2020



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EXAMPLE MITIGATION MEASURE LANGUAGE

Section 2.4 of Volume I of the guidance document presents standard mitigation measures and conditions of approval that can be used by the City in CEQA documentation for projects. Section 2.4 provides general purpose and intent, thresholds, limitations, exclusions, and general parameters for such standard measures and conditions. Following are examples of actual mitigation measure language that are designed to be incorporated into CEQA documents and Mitigation Monitoring and Reporting Programs; however, modifications to these measures and conditions may be required to fit project-specific dynamics and to address the responsibilities for certain actions (which differ between City and private projects). As long as any such modifications do not conflict with the guidance in Volume I, then such modifications will be considered appropriate and not subject to additional review and approval outside of the project's CEQA process.

Use of Exclusionary Fencing

Prior to ground-disturbing activities commencing, the contractor shall install high-visibility temporary exclusionary fencing around site **[number]**. A photograph of the installed fencing and a map indicating the photo point shall be submitted to the City as proof of compliance. Fence installation shall be monitored by a qualified professional archaeologist and, for tribal cultural resources, a culturally affiliated tribal monitor, and inspected at least once per month during active construction to ensure integrity of the fence line. Once all construction equipment and personnel have vacated the project area, the exclusionary fencing may be removed. The contractor shall provide the City with a brief letter report from the qualified archaeologist confirming that the fence was installed, monitored, and removed in compliance with this measure.

Incorporation into Open Space with Deed Restrictions

Prior to **[recording of the final map OR to issuance of building permits or improvement plans]**, the property owner shall record a deed restriction over site **[name or number]** to restrict development in the future. The area included in the deed restriction shall be delineated by a qualified professional archaeologist and described by a licensed surveyor prior to recording. Because archaeological site locations are restricted from public distribution, the deed restriction shall cite an "environmentally sensitive area." A copy of the recorded deed restriction that includes the site shall be provided to the City for retention in a confidential project file as proof of compliance. The qualified professional archaeologist shall submit a copy of the deed restriction to the North Central Information Center of the California Historical Resources Information System and shall copy the City on this correspondence.

Use of Development Restrictions in Perpetuity

Prior to **[recording of the final map OR to issuance of building permits or improvement plans]**, site **[name or number]** shall be protected in perpetuity by a conservation easement or declaration of covenants and restrictions, or an equally effective restrictive mechanism, recorded with the County of Placer, which prohibits the conversion of the open space designation over the site into one that allows development. The area included in the conservation easement shall be delineated by a qualified professional archaeologist and described by a licensed surveyor prior to recording. Because

archaeological site locations are restricted from public distribution, the conservation easement shall cite an “environmentally sensitive area” and “cultural, natural, and/or environmental values.”

Management in perpetuity shall be the responsibility of a qualified third-party preserve manager through implementation of an agency-approved operations and management plan that shall include but is not limited to the following measures, as deemed appropriate and stipulated in either the restrictive instrument or operations and management plan: fence and gate repair; sign replacement; regular monitoring and associated reporting by a professional archaeologist for damage; erosion control; trash removal; vegetation and weed control; security patrols; vandalism abatement; and removal of trespassers. Any signage indicating the presence of a cultural resource shall be discussed between the City, tribes, or other interested parties and must not conflict with state law regarding disclosure of archaeological site location information.

A copy of the recorded conservation easement that includes the site shall be provided to the City for retention in a confidential project file as proof compliance. The qualified professional archaeologist shall submit a copy of the deed restriction to the North Central Information Center of the California Historical Resources Information System and shall copy the City on this correspondence.

Repatriation Location Designation

If tribal cultural resources are discovered during construction activities, ground-disturbing activities shall cease and the property owner shall identify a location to accommodate reburial of any tribal cultural resources (as defined in Section 21074 of the Public Resources Code) or human remains (as defined in Section 5097.98 of the Public Resources Code). The location selected shall be under the control of the property owner, in an area not planned for future disturbance, and can accommodate the recording of a deed restriction, should the reburial location be utilized for the project. A copy of a map showing the reburial location shall be filed with the City for proof of compliance prior to construction and shall remain confidential. A deed restriction over the reburial location need not be filed with the County until materials have been reburied at the selected location. If the reburial location is not utilized for the project, then no further documentation or deed restrictions are required.

In the event that human remains or tribal cultural resources are encountered, the consultation and evaluation process in Mitigation Measure [XX] for the management of unanticipated discoveries shall be followed. Upon conclusion of that process, the Construction Manager shall rebury specified materials in the location selected for reburial, at the City’s direction and discretion. The City shall reserve the right to dictate the nature, methods, and timing of the reburial.

Within 30 days of the reburial, and consistent with Section 5097.98(e) of the Public Resources Code, the location of the reburial shall be further recorded by a qualified professional on a DPR 523 Series Primary Record and Location Map and submitted to the North Central Information Center of the California Historical Resources Information Center [5097.98(e)(1)], Native American Heritage Commission, and a reinternment record filed with the County [5097.98(e)(3)]. A copy of the confidential record and transmittal to each repository shall be provided to the City as proof of compliance within 30 days of recording.

Pre-Construction Inspections

A minimum of seven days prior to beginning earthwork or other soil disturbance activities, the Construction Manager shall notify the City of the proposed earthwork start-date, in order to provide the City representative sufficient time to contact the **[tribe name]**. A tribal representative shall be invited to, at its discretion, voluntarily inspect the project location, including any soil piles, trenches, or other disturbed areas, within the first five days of ground-breaking activity. Construction activity may be ongoing during this time. Should the tribe choose not to perform a field visit within the first five days, construction activities may continue as scheduled, as long as the notification was made.

Tribal Monitoring

The Construction Manager shall retain one tribal monitor to monitor all vegetation clearing and removal, and all initial surface grading of the project area, down to **[X#]** feet below the surface. Tribal monitoring is not required below **[X#]** feet, during above-surface construction activities, or when excavating or re-excavating imported fill or soil which has already been previously disturbed as part of the construction project.

The tribal monitor shall have the authority to temporarily pause ground disturbance within 100 feet of the discovery for a duration long enough to examine potential tribal cultural resources that may become unearthed during the activity. If no tribal cultural resources are identified, then construction activities shall proceed and no agency notifications are required. In the event that a tribal cultural resource is identified, the unanticipated discovery procedures in Mitigation Measure **[XX]** shall be implemented.

The tribal monitor shall maintain daily monitoring logs, which shall be submitted to the City no later than the conclusion of the monitoring as proof of compliance.

Unpaid Tribal Observation

A minimum of seven days prior to beginning earthwork or other soil disturbance activities, the Construction Manager shall notify the City of the proposed earthwork start-date, in order to provide the City representative sufficient time to contact the **[tribe name]**. A tribal representative shall be invited to, at its discretion, voluntarily observe any or all ground-disturbing activities during construction. The tribe shall be provided 72 hours to accept or decline observation. All tribal observers shall be required to comply with all job site safety requirements and shall sign a waiver of liability prior to entering the job site. Should the tribe choose not to observe any or all of the activity, the City shall deem the mitigation measure completed in good faith without tribal observation as long as the notification was made and documented.

Capping

Site **[number or name]** shall be capped to protect and preserve subsurface archaeological deposits identified within the project area, as described in this measure, and in consultation with a qualified professional archaeologist. Capping design may include a combination of geotextile fabric, culturally-sterile soil, or other barriers or restrictions to prevent accidental or unauthorized excavation in the future. Only fill material that is approved by the consulting tribe and City may be used. The City shall provide the consulting tribe with a list of any proposed fill or capping material prior to any capping activity for approval; such approval shall not be unreasonably withheld. All parties will work diligently to cap the

site as quickly as possible. The capping specifications shall be demarcated on the project construction plans and approved by the City prior to issuance of improvement plans, grading permits, or building permits, and prior to commencement of ground-disturbing activities.

The capping shall be monitored by a qualified professional archaeologist and culturally affiliated tribal monitor. Within 30 days of the conclusion of the capping activity, the property owner shall record a deed restriction or other type of development restriction (approved by the City) over the capped site to restrict disturbance in the future. Prior to recording, the proposed boundaries of the restriction shall be subject to City review. Because archaeological site and tribal resource locations are restricted from public distribution, the restriction shall cite an “environmentally sensitive area.” A copy of the recorded restriction that includes the site shall be provided to the City for retention in a confidential project file as proof of compliance. The qualified professional archaeologist shall submit a copy of the restriction and updated site record documenting the capping to the North Central Information Center of the California Historical Resources Information System and shall copy the City on this correspondence.

Public Interpretation and Education

Interpretive Panels, Museum Exhibits, and/or Websites.

The Project Proponent shall ensure that the precontact context of the project area will be interpreted for the benefit of the general public through the development and installation of **[X #]** interpretive panel(s), developed in consultation with the **[tribe(s)]**. The panel(s) that shall be incorporated into publicly accessible areas of the project, or in a locale amenable to the City and consulting tribe(s). The proposed location of the panel, as well as conceptual layouts of the panel, shall be developed by a qualified professional and submitted to the City no later than 30 days prior to the initiation of construction. The City will submit the conceptual layout to the **[tribe name]**. The project construction may proceed during subsequent review and approval. The **[tribe name]** shall have 60 days to provide comments to the City; this period may commence after the initiation of construction. Upon the close of the 60-day comment period, the City will forward any comments received to the qualified professional for incorporation, as deemed appropriate by the City. The final design of the panel is subject to review and approval by the City. A PDF of the final panel(s), a photograph of the installed panel(s), and a map showing the location of the panel(s) shall be submitted by the contractor or qualified professional to the City within 60 days of installation, as proof of compliance. This information may be tied to a website, with provisions for long-term maintenance of the website.

If requested by a **[tribe(s)]**, the City may extend the timeframes in this measure, which shall be documented in writing (electronic communication may be used to satisfy this measure).

Educational Lesson Plans

The Project Proponent shall ensure that the precontact context of the project area and its relationship to contemporary descendant communities will be interpreted for the benefit of the general public through the development of a lesson plan to be made available for use by K–8 schools in Roseville and, if the tribe chooses, for the **[tribe’s]** educational system. The intent and content of the educational plan will be created in consultation with tribes or other interested parties, as identified through consultation. The proposed outline of the lesson plan shall be developed by a qualified professional and submitted to the City no later than 30 days prior to the initiation of construction. The City will submit the conceptual

outline to the **[tribe name]**. The project construction may proceed during subsequent review and approval. The **[tribe name]** shall have 60 days to provide comments to the City; this period may commence after the initiation of construction. Upon the close of the 60-day comment period, the City will forward any comments received to the qualified professional for incorporation, as deemed appropriate by the City. The final design of the lesson plan is subject to review and approval by the City. A PDF of the completed lesson plan shall be provided to the City and made available to schools and educators through a link on the City's website or other appropriate distribution method, as approved by the City.

If requested by a **[tribe(s)]**, the City may extend the timeframes in this measure, which shall be documented in writing (electronic communication may be used to satisfy this measure).

Covenants, Conditions, and Restrictions

Notification of the restrictions on artifact collection and digging shall be included in a restrictive type of covenant recorded on each parcel, as follows: "The collecting, digging, disturbance, or removal of any artifact or other prehistoric or historic object located in an open space area, conservation easement, a lot subject to a deed restriction, or to any archaeological site that may become unearthed in the future, is prohibited." The form and language of the covenant shall be provided by the Project Proponent to the City for approval prior to execution or recordation. A copy of the recorded or executed covenant shall be provided by the Project Proponent to the City as proof of compliance within 30 days of the sale of each lot subject to this restriction.

Tribal Access Agreement

Prior to the recording of open space that contains tribal cultural resources, the **[Tribe]** shall be invited by the landowner, in coordination with the City, to execute a tribal access agreement to allow for permitted access to the tribal cultural resource referred to as **[name or number]**. The Project Proponent shall provide a copy of the executed agreement to the City for retention in a confidential project file as proof of compliance. Any restrictive document filed over open space containing the site (conservation easement, declaration of covenants and restrictions, or deed restriction) and its associated management plan (if applicable) must allow for the implementation of the access agreement.

Within 45 days of the invitation, should the tribe decline entering into the agreement, or should the parties fail to come to agreement on the terms of access, the City will deem the effort completed in good faith without execution of an agreement, and the management of the resource shall be dictated exclusively by the terms and conditions of the restrictive document and/or project conditions of approval.

Contractor Awareness Training

The Construction Manager shall ensure that a Contractor Awareness Training Program is delivered to train equipment operators about cultural resources and tribal cultural resources. The program shall be designed to inform construction personnel about: federal and state regulations pertaining to cultural resources and tribal cultural resources; the subsurface indicators of resources that shall require a work stoppage; procedures for notifying the City of any occurrences; and project-specific requirements; and enforcement of penalties and repercussions for non-compliance with the program.

The training shall be prepared by a qualified professional archaeologist and reviewed by City for approval, and may be provided in an audio-visual format, such as a DVD. The Construction Manager

shall provide culturally affiliated tribes that consulted on the project **[tribe name]** the option of attending the initial training in person and/or providing additional materials germane to the unanticipated discovery of tribal cultural resources for incorporation into the training.

The training program shall be required for all construction supervisors, forepersons, and operators of ground-disturbing equipment, and all personnel shall be required to sign a training roster and display a hard hat sticker that is visible to City inspectors. The construction manager is responsible for ensuring that all required personnel receive the training. The Construction Manager shall provide a copy of the signed training roster to the City as proof of compliance.

Post-Review Discovery Procedures

If subsurface deposits believed to be cultural or human in origin, or tribal cultural resources, are discovered during construction, all work shall halt within a 100-foot radius of the discovery, and the Construction Manager shall immediately notify the City of Roseville Development Services Director by phone. The Construction Manager shall also immediately coordinate with the monitoring archeologist or project archaeologist and (if present) tribal monitor, or, in the absence of either, contact a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for archaeology and subject to approval by the City, to evaluate the significance of the find and develop appropriate management recommendations. All management recommendations shall be provided to the City in writing for the City's review and approval. If recommended by the qualified professional and approved by the City, this may include modification of the no-work radius.

The professional archaeologist must make a determination, based on professional judgement and supported by substantial evidence, within one business day of being notified, as to whether or not the find represents a cultural resource or has the potential to be a tribal cultural resource. The subsequent actions will be determined by the type of discovery, as described below. These include: 1) a work pause that, upon further investigation, is not actually a discovery and the work pause was simply needed in order to allow for closer examination of soil (a "false alarm"); 2) a work pause and subsequent action for discoveries that are clearly not related to tribal resources, such as can and bottle dumps, artifacts of European origin, and remnants of built environment features; and 3) a work pause and subsequent action for discoveries that are likely related to tribal resources, such as midden soil, bedrock mortars, groundstone, or other similar expressions.

Whenever there is question as to whether or not the discovery represents a tribal resource, culturally affiliated tribes shall be consulted in making the determination. Whenever a tribal monitor is present, the monitor shall be consulted.

The following processes shall apply, depending on the nature of the find, subject to the review and approval of the City:

- **Response to False Alarms:** If the professional archaeologist determines that the find is negative for any cultural indicators, then work may resume immediately upon notice to proceed from the City's representative. No further notifications or tribal consultation is necessary, because the discovery is not a cultural resource of any kind. The professional archaeologist shall provide written documentation of this finding to the City.

- Response to Non-Tribal Discoveries: If a tribal monitor is not present at the time of discovery and a professional archaeologist determines that the find represents a non-tribal cultural resource from any time period or cultural affiliation, the City shall be notified immediately, to consult on a finding of eligibility and implementation of appropriate treatment measures, if the find is determined to be a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines. The professional archaeologist shall provide a photograph of the find and a written description to the City of Roseville. The City of Roseville will notify any [tribe(s)] who, in writing, requested notice of unanticipated discovery of non-tribal resources. Notice shall include the photograph and description of the find, and a tribal representative shall have the opportunity to determine whether or not the find represents a tribal cultural resource. If a response is not received within 24 hours of notification (none of which time period may fall on weekends or City holidays), the City will deem this portion of the measure completed in good faith as long as the notification was made and documented. If requested by a [tribe(s)], the City may extend this timeframe, which shall be documented in writing (electronic communication may be used to satisfy this measure). If a notified tribe responds within 24 hours to indicate that the find represents a tribal cultural resource, then the Response to Tribal Discoveries portion of this measure applies. If the tribe does not respond or concurs that the discovery is non-tribal, work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) that the treatment measures have been completed to its satisfaction.
- Response to Tribal Discoveries: If the find represents a tribal or potentially tribal cultural resource that does not include human remains, the [tribe(s)] and City shall be notified. The City will consult with the tribe(s) on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be either a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines, or a Tribal Cultural Resource, as defined in Section 21074 of the Public Resources Code. Preservation in place is the preferred treatment, if feasible. Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) not a Tribal Cultural Resource, as defined in Section 21074 of the Public Resources Code; or 3) that the treatment measures have been completed to its satisfaction.
- Response to Human Remains: If the find includes human remains, or remains that are potentially human, the construction supervisor or on-site archaeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641) and shall notify the City and Placer County Coroner (per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California Public Resources Code, and Assembly Bill 2641 shall be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the project (§ 5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. Public Resources Code § 5097.94

provides structure for mediation through the NAHC if necessary. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the Public Resources Code).

If no agreement is reached, the landowner must rebury the remains in a respectful manner where they will not be further disturbed (§ 5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the treatment measures have been completed to its satisfaction.

Controlled Grading

The Construction Manager shall retain a qualified professional archaeologist, subject to the approval of the City, to monitor controlled grading activities. A minimum of seven days prior to beginning earthwork or other soil disturbance activities, the Construction Manager shall notify the City of the proposed earthwork start-date, in order to provide the City representative sufficient time to contact the **[tribe name]** to monitor the controlled grading of the area shown on confidential map **[#]**, which is on file with the City.

Under the observation of a tribal monitor and qualified archaeologist, the contractor shall use either a small piece of equipment or observe the removal of soil by a backhoe equipped with a flat-edge bucket to peel away native soil using shallow cuts made in approximately two- to five-inch-deep layers. The grading equipment will push the shallow cuts of soil to the outside of the cultural deposit area and random samples may be screened to ensure adequate detection of any cultural materials that may be present. In the event that cultural materials or human remains are exposed, the procedures for unanticipated discoveries in Mitigation Measure **[XX]** shall apply.

Grading shall continue to a depth of 30 centimeters below the depth of any recorded artifacts, suggesting an end to the potential for cultural deposits, or when non-cultural formational soils are encountered that predate any human occupation of this location, as determined by the qualified professional archaeologist. Following this, the controlled grading process will be terminated and mass grading may proceed, subject to the review and approval by the City.

Controlled grading is not required for soil that is identified as non-cultural formational soil or fill dirt imported to the site.

SAMPLE (SUBJECT TO CHANGE)

**RIGHT-OF-ACCESS AUTHORIZATION
Federally-Recognized and/or California Native American Tribes**

1. Purpose. It is the purpose of this Right-of-Access Authorization (“Authorization”) to protect historic properties and cultural resources managed by the City of Roseville (“City”) while allowing reasonable access to federally-recognized and/or California Native American tribes (“Tribe”) for the purpose of visitation.

2. Tribe. This Authorization is hereby granted by the City of Roseville to the following Tribe and its employees, members, and authorized representatives:

[Tribe name]
[Tribe Recognition/Registration Number and Jurisdiction (US or CA)]
[Address]
[Phone number]

This Authorization is not transferrable.

3. Sites. This Authorization pertains specifically to cultural resources identified on the confidential cultural resources map as site numbers:

[site number]
[site number]

Passage through the areas designated as Open Space (including Conservation Easement areas and Passive Open Space) along existing trails and access roads is permissible for the purpose of accessing the Sites named above. Access to other cultural resources or areas without existing public access, or restricted from public access by the property owner, is prohibited, unless specified in another Authorization.

4. Duration. This Authorization for access for the period beginning [start date] and ending [end date].

The Tribe shall provide at least ____ hours’ notice to the City prior to visitation while this Authorization is in effect. Notice shall be provided to the following:

[City staff name]
[Phone number]
[email address]

Visitation is limited to the hours between dawn and dusk only.

5. Terms and Conditions. To ensure that visitation does not conflict with the agency-mandated management plans and preservation requirements, and does not create a hazard to human health or safety of visitors or adjacent residents, only passive visitation to the Sites identified in this Authorization is authorized, and no other activities, including but not limited to the following, shall be permitted:

- A) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways.
- B) Agricultural cultivation activity of any kind.
- C) Recreational activities, including, but not limited to, camping.
- D) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind.
- E) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.
- F) Lighting fires, incendiary devices, or flammable substances.
- G) Use of, or visitation by, animals, either domestic, pastoral, or otherwise.
- H) Planting, introduction, or dispersal of non-native or exotic plant or animal species.
- I) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting artifacts, minerals, loam, soil, sand, gravel, rock or other material on or below the surface.
- J) Altering the surface or general topography, including but not limited to any alterations to habitat, building roads or trails, or otherwise covering the ground surface.
- K) Removing, destroying, or cutting of trees, shrubs, or other vegetation.
- L) Manipulating, impounding or altering any natural water course, body of water or water circulation, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.
- M) Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies.

6. Costs and Liabilities. The Tribe is solely responsible for the cost of visitation under the terms of this Authorization and agrees to assume all risks associated with such visitation, including but

not limited to property damage and bodily injuries, including death, from any act, omission, condition or other matter related to or occurring on or about the Sites.

7. Liability Release and Waiver/Indemnity.

In consideration of being granted a temporary right of access to the Sites for purpose of passive visitation only and for no other purpose, the Tribe, on its behalf and on behalf of its members, officers and each of the persons accessing the Site under this Authorization, as well as their heirs, administrators, personal representatives and assigns:

- A. Hereby releases, waives, discharges and covenants not to sue the City of Roseville and its officers, agents, employees and volunteers, and the owners and maintainers of the Site for any and all loss or damage, and any claim or demands therefor on account of injury arising out of or related to visiting the Site.
- B. Hereby acknowledges that walking on the trails or unimproved land has inherent risks attendant thereto and involves the risk of serious injury and/or death and/or property damage and voluntarily assumes that risk.
- C. Hereby agrees to protect, defend, indemnify and hold harmless the City of Roseville and its officers, agents, employees, volunteers and insurers from any claims, of whatever nature that may arise out of or relate to visiting the Site.
- D. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity provision extends to all acts of negligence by the City of Roseville, its officers, agents, employees, or volunteers, or the owners and maintainers of the Site, and is intended to be as broad and inclusive as is permitted by the laws of the City, county and State in which the visitation is conducted and that if any portion thereof is held invalid, the Tribe agrees that the balance shall, notwithstanding, continue in full legal force and effect.
- E. Acknowledges and agrees that this release applies to all claims for injuries, damages or losses to the Tribe and its members, officers and each of the persons accessing the Site under this Authorization, real or personal, whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, or patent or latent, that the Tribe and/or its members, officers and each of the persons accessing the Site under this Authorization may have against City in connection with the visit, and further hereby waives application of California Civil Code Section 1542 on behalf of the Tribe and its members, officers and each of the persons accessing the Site under this Authorization.

I certify that I have read the following provisions of California Civil Code Section 1542:

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

And indicate that fact by placing my initials here: _____

8. The City may terminate this Authorization any time by mailing a notice in writing to the Tribe that the Authorization is terminated. Said Authorization shall then be deemed terminated, and the Tribe shall have no further right of access to the Sites.

9. This Authorization shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

10. This Authorization constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

11. This Authorization and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Authorization shall be held exclusively in a state court in the County of Sacramento.

12. The person or persons executing this Authorization on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Authorization on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

City of Roseville:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Tribe:

[NAME OF TRIBE]

I have carefully read this entire Right-of-Access Authorization and understand its terms and their legal significance. The waiver, release and indemnification contained in this document is freely and voluntarily given with the understanding that right to legal proceeding against the

City is knowingly given up in return for allowing the Tribe and its members to visit the Sites identified in this Authorization. My signature is intended not only to bind the Tribe, but also its members, officers and each of the persons accessing the Site under this Authorization, as well as their heirs, administrators, personal representatives and assigns. No oral representations, statements or inducements apart from this written agreement have been made.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

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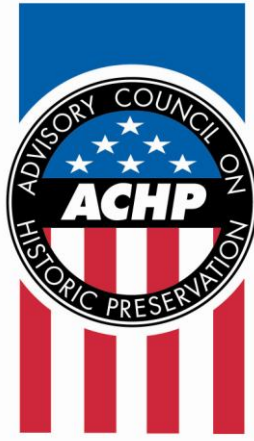
PART D

General Reference Material

July 2020



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Preserving America's Heritage

CONSULTATION WITH INDIAN TRIBES IN THE SECTION 106 REVIEW PROCESS: A HANDBOOK

December 2012

An independent federal agency, the Advisory Council on Historic Preservation (ACHP) promotes the preservation, enhancement, and productive use of our nation's historic resources and advises the President and Congress on national historic preservation policy. It also provides a forum for influencing federal activities, programs, and policies that affect historic properties. In addition, the ACHP has a key role in carrying out the Administration's Preserve America initiative.

Milford Wayne Donaldson, of Sacramento, California, is chairman of the 23-member council, which is served by a professional staff with offices in Washington, D.C. For more information about the ACHP, contact:

Advisory Council on Historic Preservation
1100 Pennsylvania Avenue NW, Suite 803
Washington, D.C. 20004
Phone: 202-606-8503
Web site: www.achp.gov

Consultation with Indian Tribes in the Section 106 Review Process: A Handbook

Table of Contents

I. About this Handbook	Page 1
II. Federal Government Consultation with Indian Tribes	Page 2
III. Consultation with Indian Tribes in the Section 106 Process	Page 6
IV. General Questions and Answers	Page 10
V. Consultation with Indian Tribes for Proposed Undertakings Off-and-On Tribal Lands	Page 16
VI. Consultation Tools	Page 29
VII. Principles and Tips for Successful Consultation	Page 31

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**Office of Native American Affairs
Advisory Council on Historic Preservation
June 2012**

I. About This Handbook

Many different statutes, regulations, executive orders, and federal policies direct federal agencies to consult with Indian tribes including the National Historic Preservation Act (NHPA), 16 U.S.C. Section 470f). Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on those undertakings. The ACHP has issued the regulations implementing Section 106 (Section 106 regulations), 36 CFR Part 800, “Protection of Historic Properties.” The NHPA requires that, in carrying out the Section 106 review process, federal agency must consult with any Indian tribe that attaches religious and cultural significance to historic properties that may be affected by the agency’s undertakings.

The ACHP offers this handbook as a reference for federal agency staff responsible for compliance with Section 106. Tribal Historic Preservation Officers (THPOs) and tribal cultural resource managers may also find this handbook helpful. Readers should have a basic understanding of the Section 106 review process as this document focuses only on Section 106 tribal consultation. It is not a source for understanding the full breadth of Section 106 responsibilities, such as consulting with State Historic Preservation Officers (SHPOs), involving the public, or consulting with Native Hawaiian organizations (NHOs).¹

This handbook will be periodically updated by the ACHP when new information is obtained or laws or policies change. Agencies should also supplement this document with their own agency-specific regulations, directives, policies, and guidance pertaining to tribal consultation. Federal agencies should also be aware that many Indian tribes have their own statutes, regulations, and policies that apply to undertakings on tribal lands.

In addition, federal agency staff may refer questions on the Section 106 review process, and the requirements to consult with Indian tribes within this process, to their agency’s Federal Preservation Officer (FPO).

Finally, agency staff may obtain assistance from the ACHP in understanding and interpreting the requirements of Section 106, including tribal consultation. For general information on the requirements of Section 106, access the ACHP website at <http://www.achp.gov>.

For additional questions about tribal consultation, contact:

Office of Native American Affairs
Advisory Council on Historic Preservation
1100 Pennsylvania Ave., NW
Room 803
Washington, DC 20004
native@achp.gov

¹ For information on the requirements to consult with NHOs, visit <http://www.achp.gov>

II. Federal Government Consultation with Indian Tribes

A. The Government-to-Government Relationship between the United States and Indian Tribes

The federal government's unique relationship with each and every Indian tribe is embodied in the U.S. Constitution, treaties, court decisions, federal statutes, and executive orders. This relationship is deeply rooted in history, dating back to the earliest contact between colonial and tribal governments. As the colonial powers did, the United States acknowledges federally recognized Indian tribes as sovereign nations; thus, their interaction takes place on a "government-to-government" basis.

Legally, there is a distinction between Indian tribes who are federally recognized and those who are not. Federal recognition signifies that the U.S. government acknowledges the political sovereignty and Indian identity of a tribe and from that recognition flows the obligation to conduct dealings with that tribe's leadership on a "government-to-government" basis. When federally recognized tribes speak of "government-to-government" consultation, they are often referring to consultation between a designated tribal representative and a designated representative of the federal government.

Executive Order 13175 (2000), *Consultation and Coordination with Tribal Governments* lists as one of its purposes "to strengthen the United States' government-to-government relationships with Indian tribes..." Thus, the government-to-government consultation process continues to embody the unique relationship between the United States and Indian tribes.

Federal agency staff responsible for carrying out tribal consultation should be familiar with the history of the relationship between the U.S. government and Indian tribes because that history may influence the context of consultation.

B. The Federal Trust Responsibility Toward Indian Tribes

The federal government's trust responsibility emanates from the Constitution, Indian treaties, statutes, case law, executive orders, and the historic relationships between the federal government and Indian tribes. It applies to all federal agencies. Each agency defines the scope of its own trust responsibility towards tribes.

This trust responsibility is rooted, in large part, in the treaties through which Indian tribes ceded large portions of their aboriginal lands to the United States in return for promises to protect tribal rights as self-governing nations within the reserved lands (reservations) and certain reserved rights (i.e. aboriginal hunting, fishing, and gathering rights) to resources outside of those reserved lands.

Trust responsibility is legally construed in different forms, depending on the context in which it is invoked and includes: full fiduciary, which arises in the context of federal agency management of tribal assets; the "Indian canons of statutory construction," by which ambiguities in legislation dealing with tribal issues are to be construed liberally in favor of tribes; and, general, which is fulfilled by a federal agency's compliance with general regulations and statutes.

Each agency defines the scope of its trust responsibility to Indian tribes. The ACHP's trust responsibility is to ensure that its regulations implement the requirements of Section 106 of the National Historic Preservation Act and that such regulations incorporate the procedural requirement that federal agencies consult with Indian tribes that attach religious and cultural significance to historic properties that may be affected by their undertakings.

Questions regarding your agency's trust responsibility to Indian tribes should be directed to your tribal liaison/Native American coordinator or office of general counsel. The ACHP neither defines such a scope for others nor advises agencies on this issue.

C. Legal Requirements and Directives to Consult with Indian Tribes

1) Statutes

A number of federal statutes require federal agencies to consult or coordinate with Indian tribes.² This section will address only those applicable in the areas of historic preservation, natural resource protection, and cultural resource protection. It is useful to be familiar with these various statutory requirements not only to ensure compliance, but also to explore opportunities to maximize consultation opportunities. For instance, if a project requires compliance with both the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA), it may be helpful to carry out consultation in a comprehensive manner by including discussions about historic properties and natural resources in the same meetings. (Note: The ACHP regulations at 36 CFR. Section 800.8 set out principles and requirements for coordinating or combining NHPA and NEPA procedures.)

In addition, federal agencies should talk with interested Indian tribes as *early in the planning process as possible* to identify any special legal authorities that carry additional requirements for consultation or consideration, such as a treaty that reserves certain tribal rights that could be impinged upon by a proposed project.

Historic Preservation, Natural Resource Protection, and Cultural Resource Protection Statutes

The following are broad summaries of key federal historic preservation, natural resource protection, and cultural resource protection statutes that require agencies to consult with Indian tribes or accommodate tribal views and practices. This is not an exhaustive list of requirements, nor does it imply that each of these statutes is applicable to each proposed project.

- Amended in 1992, the **National Historic Preservation Act of 1966 (NHPA)** is the basis for tribal consultation in the Section 106 review process. The two amended sections of NHPA that have a direct bearing on the Section 106 review process are:
 - Section 101(d)(6)(A), which clarifies that properties of religious and cultural significance to Indian tribes may be eligible for listing in the National Register of Historic Places; and
 - Section 101(d)(6)(B), which requires that federal agencies, in carrying out their Section 106 responsibilities, consult with any Indian tribe that attaches religious and cultural significance to historic properties that may be affected by an undertaking.

The Section 106 regulations incorporate these provisions and reflect other directives about tribal consultation from executive orders, presidential memoranda, and other authorities.

- Section 106 requires federal agencies to consider the effects of their undertakings on historic properties and to provide the ACHP an opportunity to comment. Also known

² A list of federal authorities that require tribal consultation was compiled by an interagency working group and is available on the ACHP's webpage at www.achp.gov.

as the Section 106 review process, it seeks to avoid unnecessary harm to historic properties from federal actions. The procedure for meeting Section 106 requirements is defined in the Section 106 regulations, 36 CFR. Part 800, “Protection of Historic Properties.”³

The Section 106 regulations include both general direction regarding tribal consultation and specific requirements at each stage of the review process. (Section 106 is discussed more fully in the next section, “Consultation with Indian Tribes under Section 106 of NHPA.”)

For more information about the NHPA and the ACHP’s regulations, visit www.achp.gov

- **The National Environmental Policy Act of 1969 (NEPA)** requires the preparation of an environmental impact statement (EIS) for any proposed major federal action that may significantly affect the quality of the human environment. While the statutory language of NEPA does not mention Indian tribes, the Council on Environmental Quality (CEQ) regulations⁴ and guidance⁵ do require agencies to contact Indian tribes and provide them with opportunities to participate at various stages in the preparation of an environmental assessment or EIS. CEQ has issued a Memorandum for Tribal Leaders encouraging tribes to participate as cooperating agencies with federal agencies in NEPA reviews.⁶
- **The American Indian Religious Freedom Act of 1978 (AIRFA)** establishes the policy of the federal government “to protect and preserve for American Indians their inherent right of freedom to believe, express, and exercise the traditional religions of the American Indian, Eskimo, Aleut, and Native Hawaiians, including, but not limited to, access to sites, use and possession of sacred objects, and the freedom to worship through ceremonials and traditional rites.”
- **The Native American Graves Protection and Repatriation Act of 1990 (NAGPRA)**, Section 3(c) requires federal land-managing agencies to consult with federally recognized Indian tribes prior the intentional removal or excavation of Native American human remains and other cultural items as defined in NAGPRA from federal lands.
 - On tribal lands, planned excavation requires the consent of the appropriate Indian tribe (43 CFR § 10.3).

In instances where a proposed project that is funded or licensed by a federal agency may cross federal or tribal lands, it is the federal land managing agency that is responsible for compliance with NAGPRA. Detailed information about NAGPRA and its implementing regulations is available at the National Park Service (NPS) National NAGPRA Web site.⁷

2) Executive Orders

In many instances, presidential executive orders apply to agencies on an agency-wide or program-wide basis rather than on a project-by-project basis. However, staff responsible for working or coordinating with Indian tribal governments should be familiar with the applicable executive orders and act in accordance with the intent of the directives. Several of the orders specific to consultation with federally recognized Indian tribes include:

³ Available at <http://www.achp.gov/regs-rev04.pdf>

⁴ Available at <http://ceq.hss.doe.gov/nepa/regs/ceq/1506.htm>

⁵ Available at <http://ceq.hss.doe.gov/nepa/regs/ej/justice.pdf>

⁶ Available at <http://ceq.hss.doe.gov/nepa/regs/cooperating/cooperatingagenciesdistributionmemo.html>

⁷ Available at <http://www.cr.nps.gov/nagpra/>

- **Executive Order 13175, “Consultation and Coordination with Indian Tribal Governments”** (2000), directs federal agencies to respect tribal self-government and sovereignty, tribal rights, and tribal responsibilities whenever they formulate policies “significantly or uniquely affecting Indian tribal governments.” The executive order applies to all federal agencies other than those considered independent federal agencies, encouraging “meaningful and timely” consultation with tribes, and consideration of compliance costs imposed on tribal governments when developing policies or regulations that may affect Indian tribes.
- **Executive Order 13007, “Indian Sacred Sites”** (1996), applies to all federally owned lands except “Indian trust lands.” It encourages land managing agencies to:
 - accommodate access to and ceremonial use of Indian sacred sites by Indian religious practitioners; and
 - avoid adversely affecting the physical integrity of such sites.
- **Executive Order 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”** (1994), is designed to focus federal attention on the environmental and human health conditions in minority communities and low-income communities. It is also designed to promote non-discrimination in federal programs substantially affecting human health and the environment.
 - Section 6-606 of the order states that, “each federal agency responsibility set forth under this order shall apply equally to Native American programs.”

III. Consultation with Indian Tribes in the Section 106 Process

Consultation means the process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the Section 106 process. (36 CFR Section 800.16 (f)).

Consultation constitutes more than simply notifying an Indian tribe about a planned undertaking. The ACHP views consultation as a process of communication that may include written correspondence, meetings, telephone conferences, site visits, and e-mails.

The requirements to consult with Indian tribes in the Section 106 review process are derived from the specific language of Section 101(d)(6)(B) of NHPA. They are also based on the unique legal relationship between federally recognized Indian tribes and the federal government embodied in the U.S. Constitution, treaties, court decisions, federal statutes, and executive orders.

Agencies are required to consult with Indian tribes at specific steps in the Section 106 review process. A common misunderstanding is that tribal consultation is only required for undertakings on tribal lands, when, in fact, consultation is also required for undertakings that occur off tribal lands. Tribal consultation for projects off tribal lands is required because the NHPA does not restrict tribal consultation to tribal lands alone and those off tribal lands may be the ancestral homelands of an Indian tribe or tribes, and thus may contain historic properties of religious and cultural significance to them.

A. Role of the Tribal Historic Preservation Officer (THPO)⁸ in the Section 106 Process

NHPA's 1992 amendments include provisions for Indian tribes to assume the responsibilities of the State Historic Preservation Officer (SHPO) *on tribal lands*, and establish the position of a Tribal Historic Preservation Officer (THPO). The Section 106 regulations use the term "THPO" to mean the Tribal Historic Preservation Officer under Section 101(d)(2) of the NHPA. *Tribal lands* are defined in the NHPA and the ACHP's regulations (36 CFR Part 800) as, 1) all lands within the exterior boundaries of any Indian reservation; and 2) all dependent Indian communities.⁹

As the tribal counterpart to the SHPO, the THPO may assume some or all of the duties for historic preservation *on tribal lands* that the SHPO performs on private, state, or federal lands. These responsibilities may include maintaining an inventory of historic properties under its jurisdiction and assisting federal agencies in the review of federal undertakings.

THPOs have been delegated authority by the Secretary of the Interior to serve as the historic preservation officer for tribal lands; however, they may not have been designated by their tribal governments to function as the sole point of contact for federal undertakings on and off tribal lands. Therefore, agencies should contact both the tribal governmental leaders and the THPO prior to formal initiation of Section 106 consultation in order to determine the appropriate point(s) of contact.

⁸ The National Park Service (NPS) administers the national THPO program and maintains an up-to-date listing of all tribes who have established 101(d)(2) Tribal Historic Preservation Officers and the contact information of their Tribal Historic Preservation Officers, available at www.nps.gov/history/hps/tribal/thpo.htm

⁹ The U.S. Supreme Court decision in *Alaska v. Native Village of Venetie Tribal Government*, 522 U.S. 520 (1998) held that "dependent Indian communities" refers to a limited category of Indian lands that are neither reservations nor allotments and that must satisfy two requirements: first, they must have been set aside by the federal government for the use of the Indians as Indian land; second, they must be under federal superintendence.

Under the Section 106 regulations, a THPO who has assumed Section 106 review functions is subject to the time frames set forth in the Section 106 regulations for responding to requests to review an agency's Section 106 findings and determinations *for undertakings on or affecting tribal lands*. Failure of a THPO to respond when there is such a time frame permits an agency to proceed with its finding or determination, or to consult with the ACHP in the THPO's absence in accordance with the Section 106 regulations. Subsequent involvement by the THPO is not precluded, but the agency is not required reopen a finding or determination that a THPO failed to respond to in a timely manner earlier in the process.

Once a tribe has established a THPO, the SHPO may still participate in consultation for undertakings on tribal lands if: 1) the THPO requests SHPO participation; 2) the undertaking takes place on tribal lands but affects historic properties located off tribal lands; or 3) a non-tribal member who owns lands within the exterior boundaries of a reservation requests that the SHPO participate in Section 106 consultation. This provision, located at Section 101(d)(2)(D)(iii) of NHPA and in the Section 106 regulations at 36 CFR Section 800.3(c)(1), is intended to provide a property owner an opportunity to include the SHPO in the consultation if that property owner feels that his/her interests in historic preservation may not necessarily be represented by the THPO. This inclusion of the SHPO in the consultation *does not*, however, replace the role of the THPO, who still participates fully and retains its Section 106 role. .

B. Role of the THPO: *Off Tribal Lands*

The THPO's role for federal undertakings *off tribal lands* (in other words, on non-tribal lands such as private, state, or federal lands) is different from its role on its own tribal lands. If the proposed undertaking's area of potential effect (APE) is *located outside of the tribal lands it oversees*, the THPO does not supplant the jurisdiction or have the same rights as the SHPO, but rather may serve as the official representative designated by his/her tribe to represent its interests as a consulting party in Section 106 consultation.

C. When there is no THPO

For proposed undertakings *on or affecting the tribal lands* of an Indian tribe that *has not* assumed THPO responsibilities, the federal agency carries out consultation with that tribe's designated representative in addition to—and *on the same basis as*—consultation with the SHPO. The tribe retains the same consultation rights regarding agency findings and determinations, and to execute a Memorandum of Agreement (MOA) or Programmatic Agreement (PA), as it would if it had a THPO.

For proposed undertakings *off tribal lands*, a tribe designates who will represent it in consultation regarding historic properties of religious and cultural significance to it. A tribe that does not have a THPO has the same rights to be a consulting party as tribes that do have THPOs when the proposed federal undertaking is not on or affecting tribal lands.

D. Regulatory Principles and General Directions for Section 106 Tribal Consultation

The procedures for meeting Section 106 requirements are defined in the Section 106 regulations, "Protection of Historic Properties" (36 CFR Part 800).¹⁰ Under the NHPA, "historic properties" are defined as those properties that are listed on the National Register of Historic Places, or are eligible for such listing.

The regulations provide both overall direction as well as specific requirements regarding consultation at each step of the Section 106 review process. The Section 106 regulations at 36 CFR Section 800.2(c)(2)

¹⁰ Available at <http://www.achp.gov/regs-rev04.pdf>

outline the following important principles and general directions to federal agencies regarding consultation with tribes:

- The agency shall ensure that consultation provides the Indian tribe a reasonable opportunity to identify its concerns about historic properties; advise on the identification and evaluation of historic properties, including those of traditional religious and cultural importance to them; articulate its views on the undertaking's effects on such properties; and participate in the resolution of adverse effects.
- Tribal consultation should commence early in the planning process, in order to identify and discuss relevant preservation issues and plan how to address concerns about confidentiality of information obtained during the consultation process.
- Historic properties of religious and cultural significance to an Indian tribe may be located on ancestral (also referred to as aboriginal) homelands, or on officially ceded lands (lands that were ceded to the U.S. government by the tribe via treaty). In many cases, because of migration or forced removal, Indian tribes may now be located far away from historic properties that still hold such significance for them. Accordingly, the regulations require that agencies make a *reasonable and good-faith effort*¹¹ to identify Indian tribes that may attach religious and cultural significance to historic properties that may be affected by the undertaking, even if tribes are now located a great distance away from such properties and undertakings.
- The agency official shall ensure that consultation under the Section 106 review process is respectful of tribal sovereignty in conducting consultation and must recognize the government-to-government relationship that exists between the federal government and federally recognized Indian tribes.
- An Indian tribe may enter into an agreement with a federal agency regarding any aspect of tribal participation in the review process. The agreement may specify a tribe's geographic area of interest, types of projects about which they wish to be consulted, or provide the Indian tribe with additional participation or concurrence in agency decisions under Section 106 provided that no modification is made to the roles of other parties without their consent.

The Section 106 regulations recognize an Indian tribe's sovereign authority regarding proposed undertakings *on or affecting its tribal lands* in several ways. The regulations require the federal agency to provide the THPO, as appropriate,¹² an opportunity to review, and thus to concur with or object to, agency findings and determinations. The regulations also require federal agencies to invite the THPO (or designated tribal representative, if the tribe has not assumed THPO duties) to sign a Memorandum Of Agreement (MOA) as well as a Programmatic Agreement (PA). If the THPO/tribe terminates consultation, the ACHP must provide comment to the head of the agency rather than execute an agreement without the tribe.

While the Section 106 regulations are fairly prescriptive in nature, they only direct agencies on what to do and at which stages of the process to engage in consultation. They do not provide direction on how to

¹¹ Tips on how to fulfill this requirement are provided under the heading "How do I identify tribes that must be invited to consult," at Section V(A)(3) of this handbook.

¹² Note that the regulations clarify that THPOs and those tribes that do not have a 101(d)(2) THPO have the same rights in the process for undertakings on or affecting tribal lands, for purposes of Section 106. The difference is whether the SHPO participates. Where there is a THPO, the SHPO only participates in consultation if the THPO invites the SHPO to participate, if an undertaking on tribal lands affects a historic property off tribal lands, or if a non-tribal member who owns a parcel within the exterior boundaries of the reservation so requests. For undertakings on tribal lands where there is no THPO, the agency consults with both the designated tribal official and the SHPO.

carry out consultation. Thus, the following questions and answers are intended to clarify the most common questions and issues regarding tribal consultation under the Section 106 review process.

V. General Questions and Answers

The following list of questions is meant to address general issues that commonly arise in the Section 106 review process, typically before an agency begins the review process or very early in the process. Section V addresses questions that might arise at each step of the Section 106 review process.

1) When are federal agencies required to consult with Indian tribes?

The 1992 amendments to NHPA require federal agencies, in carrying out the Section 106 review process, to consult with Indian tribes when a federal undertaking may affect historic properties of traditional religious and cultural significance to them. An “undertaking” means a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a federal agency, including those carried out by or on behalf of a federal agency; those carried out with federal financial assistance; or those requiring a federal permit, license or approval. This requirement applies to all undertakings regardless of whether they are located on or off tribal lands.

2) Which Indian tribes must be consulted?

Federally recognized tribes that attach religious and cultural significance to historic properties that may be affected by undertakings must be consulted. Federal agencies must make “a reasonable and good faith” effort¹³ to identify each and every such Indian tribe and invite them to be consulting parties.

This includes Indian tribes that no longer reside in a given area but may still have ancestral ties to an area. Many Indian tribes were removed from their homelands, while others traditionally moved from place to place. Consequently, an Indian tribe may very well attach significance to historic properties located in an area where they may not have physically resided for many years. If an Indian tribe that may attach significance to a historic property that may be affected by the undertaking has not been invited by the agency to consult, the tribe may request in writing to be a consulting party. The NHPA and the Section 106 regulations require that the agency grant consulting party status to such a tribe.

3) How would I know if an Indian tribe is federally recognized?

Consult the list maintained by the U.S. Department of the Interior’s Bureau of Indian Affairs (BIA).¹⁴ The list is regularly published in the *Federal Register*. Another way to determine if a tribe is federally recognized is to contact BIA headquarters in Washington, D.C. or one of the BIA regional offices throughout the United States.

4) If there are no federally recognized Indian tribes in the state where the project is located, does the agency still have to consult with any tribes?

Even when there are no federally recognized Indian tribes with tribal lands in the state where the project is located, the agency must still make a reasonable and good faith¹⁵ effort to identify and consult with any Indian tribes that attach religious and cultural significance to historic properties that may be affected by the undertaking. The circumstances of history may have resulted in an Indian tribe now being located a great distance from its ancestral homelands and places of importance. Therefore, agencies are required to

¹³ Tips on how to fulfill this requirement are provided under the heading “How do I identify tribes that must be invited to consult,” at Section V(A)(3) of this handbook.

¹⁴ Available at <http://library.doi.gov/internet/native.html>

¹⁵ Tips for fulfilling this requirement are provided under the heading “How do I identify tribes that must be invited to consult,” at Section V(A)(3) of this handbook.

identify Indian tribes that may attach religious and cultural significance to historic properties in the area of the undertaking, even if there are no tribes near the area of the undertaking or within the state.

5) What is the federal agency’s responsibility to consult with state recognized Indian tribes or tribes who have neither federal nor state recognition?

Under the Section 106 regulations at 36 CFR Section 800.2(c)(5), a federal agency *may* invite such groups to participate in consultation as “additional consulting parties” based on a “demonstrated interest” (discussed below) in the undertaking’s effects on historic properties. However, the term “Indian tribe” as it appears in the NHPA refers only to federally recognized Indian tribes, which includes Alaska Native Villages and Village and Regional Corporations. In other words, only federally recognized Indian tribes that attach religious and cultural significance to historic properties that may be affected by the proposed undertaking have a statutory right to be consulting parties in the Section 106 process.

The question of inviting non-federally recognized tribes to participate in consultation can be both complicated and sensitive and thus deserves careful consideration. For example, some tribes may not be federally recognized but may have ancestral ties to an area. Other non-federally recognized tribes may have lost their recognition as a result of federal government actions in the 1950s to terminate relationships with certain tribes.¹⁶ In other cases, such as in California,¹⁷ the situation is complicated because there are more than 100 federally recognized tribes and more than 100 non-federally recognized tribes; again, the result of historical circumstances.

While non-federally recognized tribes do not have a statutory right to be consulting parties in the Section 106 process, the agency may invite them to consult as an “additional consulting party” as provided under the ACHP’s regulations at 36 CFR Section 800.2(c)(5), if they have a “demonstrated interest.”

The agency should consider whether the non-federally recognized tribe can meet the threshold of a “demonstrated interest”—for example, whether the tribe can demonstrate it has ancestral ties to the area of the undertaking, or that it is concerned with the effects of the undertaking on historic properties for other reasons. In some cases, members of a non-federally recognized tribe may be direct descendants of indigenous peoples who once occupied a particular Native American site to be affected by the undertaking, or they might be able to provide the federal agency with additional information regarding historic properties that should be considered in the review process.

The inclusion of non-federally recognized groups in consultation may raise objections from some federally recognized tribes. Yet, there are other tribes who routinely support the invitation of non-recognized tribes into consultation, recognizing their interests as well.

The ultimate decision on whether to consult with non-federally recognized tribes, however, rests with the federal agency. The decision should be given careful consideration and made in consultation with the SHPO (or if on or affecting tribal lands, with the THPO or designated tribal official). In addition, the federal agency may elicit input on the question from any federally recognized Indian tribes that are consulting parties. If the agency decides that it is inappropriate to invite non-federally recognized tribes to consult as “additional consulting parties,” those tribes can still provide their views to the agency as members of the public under 36 CFR Section 800.2(d).

¹⁶ During the “Termination Period” of the 1950s, Congress ended the federal government’s relationship with more than 100 tribes in an attempt to assimilate members of Indian tribes into the broader society. Many, but not all, tribes regained their recognition. Some Indian tribes, however, are still seeking restoration of their federal recognition. For more information on this topic, visit www.epa.gov/indian

¹⁷ For more information about Indian tribes in California, their history, and a list of federally and state recognized tribes, visit the California Native American Heritage Commission website at <http://ceres.ca.gov/nanc>

6) The federal agency believes a state recognized tribe should be included in the consultation process, but the federally recognized tribes object. How should the agency proceed?

It is important to remember that the federal agency ultimately makes the decision regarding the involvement of other consulting parties, including non-federally recognized tribes. However, reasonable objections raised by any parties should always be considered.

Not granting consulting party status to parties that have a demonstrated interest in the affected historic properties (see 36 CFR Section 800.2(d)) is legally allowable but may not be consistent with the spirit and intent of the Section 106 process. The Section 106 process is intended to provide both the public and certain individuals or groups with the opportunity to provide their views so that the federal agency can make an informed decision. Because non-federally recognized tribes may have information that assists the Section 106 process, consulting with them may enhance the agency's decision-making process.

Rather than denying a party the opportunity to participate in consultation, there may be ways in which every party can be accommodated. For instance, separate consultation meetings can be held, with information and views shared amongst all the consulting parties, as appropriate. However, there may be instances where an Indian tribe's leadership is only willing to share sensitive information with the federal agency (as part of the government-to-government relationship) and not with the other consulting parties, including other tribes. If confidentiality concerns are foreseeable, the federal agency should have a plan in place for how to handle these concerns in accordance with applicable law as the Section 106 process moves forward. Such a plan would also provide parties with clear expectations on how these issues will be handled. The issue of confidentiality is a very important one in Section 106 tribal consultation and is discussed in greater detail at Section V(B)(4) of this handbook.

7) What are appropriate consultation methods for individual undertakings?

The consultation process must provide an Indian tribe a reasonable opportunity to identify its concerns about historic properties; advise on the identification and evaluation of historic properties, including those of religious and cultural significance to the tribe; articulate views on the undertaking's effects on such properties; and participate in the resolution of adverse effects. (See 36 CFR Section 800.2(c)(2)(ii)(A).

Once it has accepted the agency's invitation to consult, the tribal leadership may find it acceptable for consultation to take place between the agency and designated tribal staff, such as the THPO or, if the tribe has not established a THPO, the cultural resource officer, for instance. In some cases tribal leadership may want to remain directly involved in the consultation process as well.

Face-to-face meetings or on-site visits may be the most practical way to conduct consultation. In all cases, consultation should be approached with flexibility that respects the tribe's role within the overall project planning process and facilitates its full participation.

A federal agency and an Indian tribe may enter into an agreement in accordance with the Section 106 regulations at 36 CFR Section 800.2(c)(2)(ii)(E) regarding how Section 106 consultation will take place. Such agreements can cover all potential agency undertakings, or apply only to a specific undertaking. They can establish protocols for carrying out tribal consultation, including how the agency will address tribal concerns about confidentiality of sensitive information. Such agreements also can cover all aspects of the Section 106 process, provided that no modification is made in the roles for other parties to the Section 106 process without their consent. Determining the types of undertakings and the potential geographic project areas on which a tribe wants to be consulted, and how that consultation will take place can lead to tremendous efficiencies for both the federal agency and the Indian tribe. Filing such

agreements with both the appropriate SHPO and the ACHP is required per 36 CFR Section 800.2(c)(2)(ii)(E), and can eliminate questions about tribal consultation when either the SHPO or the ACHP is reviewing a proposed undertaking.

Documentation of consultation is important because it allows consulting parties to more accurately track the stages of the Section 106 process. Federal agencies should document all efforts to initiate consultation with an Indian tribe or tribes, as well as documenting the consultation process once it has begun. Such documentation, in the form of correspondence, telephone logs, e-mails, etc., should be included in the agency's official Section 106 record. Agencies should also keep notes so that the consultation record documents the *content* of consultation meetings, site visits, and phone calls in addition to information about dates and who participated. Doing so allows agencies and consulting parties to review proceedings and correct any errors or omissions, thus facilitating better overall communication. Keeping information confidential can present unique challenges (see Section V(B)(4) of this handbook).

8) Can a federal agency pay for expenses that facilitate consultation with Indian tribes?

Yes, the ACHP encourages federal agencies to take the steps necessary to facilitate tribal participation at all stages of the Section 106 process. These steps may range from scheduling meetings in places and at times that are convenient for Indian tribes, to paying travel expenses for participating tribal representatives. Indeed, agencies are strongly encouraged to use available resources to help overcome financial impediments to effective tribal participation in the Section 106 process. Likewise, if a tribe has consented (in advance and in writing) to allow an applicant for federal assistance or federal permit to carry out tribal consultation, the applicant is encouraged to use available resources to facilitate and support tribal participation. However, federal agencies should not expect to pay a fee to an Indian tribe or any consulting party to provide comments or concurrence in an agency finding or determination.

9) Can a federal agency pay a fee to an Indian tribe for services provided in the Section 106 process?

Yes, though it should be noted that while the ACHP encourages agencies to utilize their resources to facilitate consultation with Indian tribes, this encouragement is not a legal mandate; nor does any portion of the NHPA or the ACHP's regulations require an agency or an applicant to pay for any form of tribal involvement.

However, during the identification and evaluation phase of the Section 106 process when the agency or applicant is carrying out its duty to identify historic properties that may be significant to an Indian tribe, it may ask a tribe for specific information and documentation regarding the location, nature, and condition of individual sites, or even request that a survey be conducted by the tribe. In doing so, the agency or applicant is essentially asking the tribe to fulfill the duties of the agency in a role similar to that of a consultant or contractor. In such cases, the tribe would be justified in requesting payment for its services, just as is appropriate for any other contractor. Since Indian tribes are a recognized source of information regarding historic properties of religious and cultural significance to them, federal agencies should reasonably expect to pay for work carried out by tribes. The agency or applicant is free to refuse just as it may refuse to pay for an archaeological consultant, but the agency still retains the duties of obtaining the necessary information for the identification of historic properties, the evaluation of their National Register eligibility, and the assessment of effects on those historic properties, through reasonable methods.

10) What specific activities might be reimbursed?

Examples of reimbursable costs may include those costs associated with expert consultants to identify and evaluate historic properties as outlined in the immediately preceding answer. This may include field visits

to provide information about specific places or sites, monitoring activities, research associated with historical investigation, documentation production costs, and related travel expenses.

For more information, see “Fees in the Section 106 Review Process” on the ACHP Web site.¹⁸

11) Aside from applicable federal statutes, are there specific tribal laws the agency must comply with for undertakings on tribal lands?

The agency should be aware that the sovereign status of Indian tribes on their tribal lands may dictate other obligations and requirements in addition to those outlined in Section 106 and other federal laws. Many tribes have developed their own statutes, regulations, and policies that may apply to undertakings on their own lands and federal agency officials, staff, applicants, and contractors must comply with them as applicable. Inquiring about such legal requirements early in the planning process demonstrates a respect for tribal sovereignty.

12) If a proposed undertaking is on tribal lands, but the tribe has not assumed THPO duties, does the agency consult with the tribe’s designated representative and the SHPO?

Yes, the agency carries out consultation with the non-THPO Indian tribe regarding undertakings on or affecting that tribe’s lands *in addition to—and on the same basis as—*consultation with the SHPO. If the SHPO withdraws from consultation, the agency and the tribal representative may complete the review process with any other consulting parties. While the SHPO may participate in consultation, the tribe maintains the same rights of consultation for agency findings and determinations, and the same rights to be signatories to MOAs and PAs that would apply on their tribal lands, as it would if it had a THPO.

Be aware that some Indian tribes may not wish to consult with the SHPO, thus, requiring the agency to approach consultation with flexibility and understanding. In fact, some tribes may not welcome the SHPO to meetings or site visits on tribal lands, and they are within their rights to do so. However, the agency will still be responsible for carrying out consultation with the SHPO.

13) Can Indian tribes, as well as federal agencies, request ACHP involvement in the Section 106 review process?

Yes. Any party, including Indian tribes, may request that the ACHP review the substance of any federal agency’s finding, determination, or decision or the adequacy of an agency’s compliance with the Section 106 regulations.

An Indian tribe may request that the ACHP enter the Section 106 review process for any number of reasons, including concerns about the identification, evaluation or assessment of effects on historic properties of religious and cultural significance to them. It may also request ACHP involvement in the resolution of adverse effects or where there are questions about policy, interpretation, or precedent under Section 106. The ACHP has discretion in determining whether to become involved in the process.

14) Does the ACHP have a policy on the treatment of burials that are located on state or private lands (and thus not subject to the disinterment provisions of NAGPRA)?

Yes. On February 23, 2007, the members of the Advisory Council on Historic Preservation unanimously adopted its revised “Policy Statement Regarding the Treatment of Burial Sites, Human Remains and Funerary Objects.” This policy is designed to guide federal agencies in making decisions about the

¹⁸ Available at <http://www.achp.gov/regs-fees.html>

identification and treatment of burial sites, human remains, and funerary objects encountered in the Section 106 process in various instances including those where federal or state law does not prescribe a course of action. The policy is not exclusively directed toward Native American burials, human remains or funerary objects, but those would be included under the policy. In accordance with Section 106, the policy does not recommend a specific outcome from the consultation process, but rather focuses on issues and perspectives that federal agencies ought to consider when making their Section 106 decisions. The policy is available at <http://www.achp.gov/docs/hrpolicy0207.pdf>

V. Consultation with Indian Tribes for Proposed Undertakings Off—and On—Tribal Lands

As noted earlier in the handbook, under the NHPA, tribal consultation is required for *all* federal undertakings, regardless of whether the undertaking’s Area of Potential Effect (APE) includes federal, tribal, state, or private lands so long as the undertaking may affect historic properties of religious and cultural significance to an Indian tribe. However, different Section 106 consultation requirements do exist, depending on whether the proposed undertaking may affect non-tribal, or tribal, lands.

This section outlines tribal consultation requirements for proposed undertakings that will occur:

- “off” tribal lands (in other words, on non-tribal land such as federal, state, or private lands outside tribal lands);
- “on” or affecting tribal lands. Tribal lands are defined in the NHPA and the Section 106 regulations (36 CFR Part 800) as all lands within the exterior boundaries of any Indian reservation and all dependent Indian communities.¹⁹
- Where the required steps are the same both off and on (or affecting) tribal lands, a single response is provided.

This section of the handbook is presented to correspond with the Section 106 review process’s four steps of initiation, identification, assessment, and resolution.

A. Initiation of the Section 106 Process

1) How would I know if historic properties of traditional religious and cultural significance to Indian tribes may be affected by the proposed undertaking?

Unless such properties have already been identified and the information is readily available, you probably will not know in advance. As with any undertaking that might affect historic properties, you must determine whether the proposed undertaking is generically the kind that might affect historic properties assuming such properties are present. Therefore, if the undertaking is the kind of action that might affect places such as archaeological sites, burial grounds, sacred landscapes or features, ceremonial areas, or plant and animal communities, then you should consult with Indian tribes that might attach significance to such places. Please note that this list of examples is not all-inclusive, as the histories, cultures, and traditions of Indian tribes vary widely. It is through consultation with Indian tribes themselves that such properties can be properly identified and evaluated.

2) If a federal undertaking will not occur on or affect historic properties on tribal lands, is the agency still required to identify Indian tribes and invite them to consult?

Yes, NHPA requires consultation with Indian tribes that may attach religious and cultural significance to historic properties that may be affected by the proposed undertaking, *regardless of the location of the proposed undertaking*. At this stage of the process, the federal agency identifies any Indian tribes that

¹⁹ The U.S. Supreme Court decision in *Alaska v. Native Village of Venetie Tribal Government*, 522 U.S. 520 (1998) held that “dependent Indian communities” refers to a limited category of Indian lands that are neither reservations nor allotments and that must satisfy two requirements: first, they must have been set aside by the federal government for the use of the Indians as Indian land; second, they must be under federal superintendence.

might attach religious and cultural significance to historic properties that may exist in the proposed undertaking's Area of Potential Effect (APE), and invites them to consult.

3) How do I identify the Indian tribes that must be invited to consult?

a) Off Tribal Lands

Identification of Indian tribes that must be invited to consult could entail a number of initiatives. For instance, it might be useful to check with other federal agencies and their cultural resource specialists in the state or region for a list of tribes with whom they have consulted in past Section 106 reviews. The SHPO and Indian tribes in the region might also be able to suggest which tribes to contact. Other sources for such information may include ethnographies, local histories, experts at local universities, and oral accounts.

While we cannot vouch for their accuracy, certain websites may be useful references as part of a broader agency effort to identify relevant Indian tribes. The National Park Service maintains the Native American Consultation Database (NACD), which may be helpful in identifying Indian tribes with an interest in an area.²⁰ Other Internet sources include MAPS: GIS Windows on Native Lands, Current Places, and History,²¹ which provides maps on current and ancestral locations of Indian lands, and the Library of Congress Indian Land Cessions document Web site,²² which has information on historic Indian land areas.

National and regional intertribal organizations, such as the National Congress of American Indians,²³ the United South and Eastern Tribes,²⁴ the National Association of Tribal Historic Preservation Officers,²⁵ the Michigan Anishinaabek Cultural Preservation and Repatriation Alliance,²⁶ and the Affiliated Tribes of Northwest Indians²⁷ may also be able to provide assistance in identifying tribes with ancestral connections to an area.

Keep in mind that identification of Indian tribes with ancestral connections to an area is not a "one stop shopping" endeavor in which any single source can be depended upon to fulfill the agency's legal responsibilities. Agency officials should bear in mind that while Internet sources are convenient and can be useful, their informational content may be incomplete.

Once the agency has identified a tribe or tribes that may attach religious and cultural significance to any historic properties that may exist in the APE, the agency must invite them to consult.

Finally, it is important to remember that documentary or other sources of information that do not clearly support a tribe's assertions should not be used to deny a tribe the opportunity to participate in consultation. A common misunderstanding is that an Indian tribe needs to document its ties to historic properties in the area of the undertaking. Instead, the NHPA requires agencies to consult with any federally recognized Indian tribe that attaches religious and cultural significance to a historic property. It stands to reason that the best source for determining what historic properties have significance for a tribe

²⁰ Available at <http://www.cr.nps.gov/nacd/>

²¹ Available at <http://www.kstrom.net/isk/maps/mapmenu.html>

²² Available at <http://www.memory.loc.gov/ammem/amlaw/lwss-ilc.html>

²³ Official Web site at <http://www.ncai.org>

²⁴ Official Web site at <http://www.usetinc.org>

²⁵ Official Web site at <http://www.nathpo.org>

²⁶ Official Web site at <http://www.macpra.org>

²⁷ Official Web site at <http://www.atntribes.org>

would be the experts designated by the tribe to determine the tribe's own interest. Such experts might include elders, traditional practitioners, tribal historians, the THPO or tribal cultural resource staff. The tribe will designate the appropriate tribal representative(s) to represent its interests in the Section 106 consultation process.

b) On Tribal Lands

Undertakings on tribal lands that are carried out by a federal agency, that use federal funds, or that require federal approval/licensing/permitting are also subject to Section 106 review. The federal agency will consult with the THPO, or, if the tribe has not assumed THPO duties, with its cultural resource officer, or another designated tribal official. The tribe may also wish to have one or more representative of its tribal government directly involved in the consultation process.

It may be easy to assume that because the proposed undertaking is located on tribal lands, there is no need to identify additional Indian tribes that may attach religious and cultural significance to historic properties within the APE. However, the responsibility for the agency to identify additional tribes that may attach religious and cultural significance to any historic properties within the APE applies *even when an undertaking is on tribal land*. Therefore, the suggestions given above in part (a) of this question are also applicable here.

The need to identify tribes that may attach significance to sites within an APE on another tribe's lands is rooted in history. When the U.S. government established Indian reservations, it often set boundaries where they did not previously exist. Many tribes were removed to reservations far from their traditional homelands and relocated onto the homelands of other tribes. In other instances, territories that were shared by several tribes became the reservation of one exclusively. The end result is the possibility that an undertaking on Tribe A's tribal lands (within the exterior boundaries of its reservation) may contain historic properties that hold religious and cultural significance for Tribe B and Tribe C, as well.

Therefore, the agency carrying out, or providing the funding or approval/licensing/permitting, for the undertaking on Tribe A's tribal lands still has a responsibility to identify any other tribes that may attach religious and cultural significance to historic properties within the proposed undertaking's APE and invite them to consult. Accordingly, it may be necessary to consult with each tribe individually and to do so off the reservation where the undertaking is proposed.

4) Who initiates the consultation process with an Indian tribe?

Consultation with an Indian tribe or tribes should be initiated by the agency official²⁸ through a letter to the leadership of each tribe, with a copy going to each tribe's THPO, or for a tribe without a THPO, its cultural resource officer. Indian tribes are sovereign nations and their leaders must be shown the same respect and formality given to leaders of other sovereign nations. Since tribal elections often result in changes in leadership, agency officials should contact the tribe prior to executing the letters in order to ascertain that the correspondence is correctly addressed to the appropriate points of contact. It is helpful to follow up such correspondence with direct telephone communication to ensure the letter has been received.

If the agency official has correspondence from tribal leadership designating a person or position within the tribe to act on the tribe's behalf in the Section 106 process, the agency may initiate consultation

²⁸ As defined in Section 800.2 of the ACHP regulations, an agency official is one who has jurisdiction over the undertaking and takes legal and financial responsibility for Section 106 compliance.

accordingly. It is good practice, in this instance, to send a copy of all correspondence to tribal leadership as well.

5) Can applicants for federal permits or contractors hired by the agency initiate and carry out tribal consultation?

No, federal agencies cannot unilaterally delegate their responsibilities to conduct government-to-government consultation with Indian tribes to non-federal entities. It is important to remember that Indian tribes are sovereign nations and that their relationship with the federal agency exists on a government-to-government basis. For that reason, some Indian tribes may be unwilling to consult with non-federal entities associated with a particular undertaking. Such non-federal entities include applicants²⁹ for federal permits or assistance (which would include any contractors hired by the applicant), as well as contractors who are not government employees but are hired to perform historic preservation duties for a federal agency. In such cases, the wishes of the tribe for government-to-government consultation must be respected, and the agency must carry out tribal consultation for the undertaking.

However, *if an Indian tribe agrees in advance*, the agency may rely, where appropriate, on an applicant (or the applicant's contractor), or the agency's own historic preservation contractor to carry out day-to-day, project-specific tribal consultation. In order to ensure that the tribe, the agency, and the applicant or contractor all fully understand that the tribe may request the federal agency to step in and assume consultation duties if problems arise, the agency should obtain the tribe's concurrence with the agency's delegation in writing.

Even when an Indian tribe agrees to consult with an applicant, the federal agency remains responsible for ensuring that the consultation process is carried out properly, meeting the letter and spirit of the law, as well as resolving any issues or disputes. Therefore, any agreement between the agency and an Indian tribe documenting the tribe's willingness to consult with a non-federal entity should contain a provision that explains the agency's responsibility to assume consultation responsibilities at the tribe's request. The government-to-government relationship requires that the federal agency is ultimately responsible for tribal consultation.

6) What are the consultation responsibilities for undertakings that involve more than one federal agency?

The Section 106 regulations at 36 CFR Section 800.2 (a)(2) provide that, if more than one agency is involved in an undertaking, some or all of the agencies may designate a lead federal agency who will act on their behalf to fulfill their collective responsibilities under Section 106, including tribal consultation. Those agencies that do not designate a lead agency remain individually responsible for their Section 106 compliance; thus, they each would need to initiate and carry out tribal consultation duties for their Section 106 compliance for their undertaking.

B. Identification of Historic Properties

1) Does the federal agency consult with Indian tribes to carry out identification and evaluation of historic properties?

a) Off Tribal Lands

²⁹ An applicant may be a state agency, local government, organization, or individual seeking federal assistance, permits, licenses, and other approvals.

Yes, the agency consults with Indian tribes to carry out identification efforts and to evaluate the National Register eligibility of identified properties for proposed undertakings located off tribal lands.

Many agencies assume that agency or contract archaeologists can identify which properties are of significance to which Indian tribes when they conduct archaeological surveys. However, unless an archeologist has been specifically authorized by a tribe to speak on its behalf on the subject, it should not be assumed that the archaeologist possesses the appropriate expertise to determine what properties are or are not of significance to an Indian tribe. The appropriate individual to carry out such a determination is the representative designated by the tribe for this purpose. Identification efforts may include site visits to assist in identifying these types of properties.

The Section 106 regulations state that the agency official shall acknowledge that Indian tribes possess special expertise in assessing the National Register eligibility of historic properties that may possess religious and cultural significance to them (36 CFR § 800.4(c)(1)).

The agency should provide Indian tribes with the same information that is provided to the SHPO during consultation, including information on buildings and other standing structures that may be affected by the proposed undertaking. A common assumption is that Indian tribes are not interested in historic buildings and structures. However, a federal agency should not assume to know what is of significance to a particular tribe unless it has been advised by that tribe. For instance, there may be a historic school in the path of a proposed undertaking. The school might have originally served as an Indian boarding school in its early history and may be of significance to a tribe or tribes.

b) On Tribal Lands

The same points made regarding “off tribal lands” above, apply on tribal lands. In addition, on tribal lands, the agency consults with that tribe’s THPO, or other tribal official designated for this purpose. The tribe may also involve other tribal experts that assist the THPO in both the identification and evaluation of the National Register eligibility of any historic properties. When a tribe has a THPO, the SHPO does not participate in the Section 106 process for proposed undertakings on tribal lands. The few exceptions to this rule occur when the THPO invites the SHPO to participate; when an undertaking on tribal lands affects a historic property located off tribal land; and when a non-tribal member who owns land in fee simple within the exterior boundaries of the tribe's reservation so requests. In those limited instances, the SHPO participates in consultation in addition to the THPO.

If the tribe has not assumed THPO responsibilities, the agency will carry out identification and evaluation in consultation with both the tribe’s cultural resource officer (and any other parties designated by the tribe for this purpose) and the SHPO. In this situation, the tribal cultural resource officer (or other such designated tribal official) has the same rights as a THPO would have in eligibility determinations.

As noted in Section V(A)(3) above, it is possible that the APE for a proposed federal undertaking on one tribe's lands may contain historic properties that are of religious and cultural significance to other tribes. To continue the hypothetical model introduced in Section V(A)(3), a proposed undertaking is located on Tribe A’s tribal lands. Once the agency has identified the other tribes that may attach significance to historic properties within the APE and invited them to consult, the agency must determine the best way to afford those tribes an opportunity to participate in the identification and evaluation of any such historic properties. In such cases, it is the prerogative of Tribe A, in keeping with its status as a sovereign nation, whether to grant access to the APE within its tribal lands to other consulting parties. If Tribe A decides not to grant access, the agency must still consult with the other tribes in order to provide them a reasonable opportunity to identify their concerns about historic properties, advise on the identification and evaluation of historic properties, articulate their views on the undertaking’s effects on such properties, and

participate in the resolution of adverse effects. Accordingly, it may be necessary to consult with each tribe individually and to do so off the reservation.

In such cases, concerns may arise about confidentiality and protection of sensitive information that may be provided to the federal agency by one or more of the consulting parties. This issue is a very important one in Section 106 tribal consultation and is discussed in greater detail in Section (V)(B)(4) of this handbook.

2) How can I identify historic properties that may possess traditional religious and cultural significance to Indian tribes and determine their National Register eligibility?

The identification of those historic properties that are of traditional religious and cultural significance to a tribe must be made by that tribe's designated representative as part of the Section 106 consultation process. This is true regardless of whether the proposed undertaking is off or on tribal lands.

3) What are Traditional Cultural Properties?

The term "Traditional Cultural Property" (TCP) is used in the National Park Services (NPS) Bulletin 38, entitled *"Guidelines for Evaluating and Documenting Traditional Cultural Properties."*³⁰ That bulletin explains how to identify a property "that is eligible for inclusion in the National Register because of its association with cultural practices or beliefs of a living community that a) are rooted in that community's history, and b) are important in maintaining the continuing cultural identity of the community." For a TCP to be found eligible for the National Register, it must meet the existing National Register criteria for eligibility as a building, site, structure, object, or district. TCPs are defined only in NPS guidance and are not referenced in any statute or regulation, and **refer to places of importance to any community, not just to Indian tribes.** Therefore, this terminology may be used when an agency is considering whether any property is eligible for the National Register.

Within the Section 106 process, the appropriate terminology for sites of importance to Indian tribes is **"historic property of religious and cultural significance to an Indian tribe."** Unlike the term TCP, this phrase appears in NHPA and the Section 106 regulations. **It applies (strictly) to tribal sites, unlike the term TCP.** Furthermore, Section 101(d)(6)(A) of the NHPA reminds agencies that historic properties of religious and cultural significance to Indian tribes may be eligible for the National Register. Thus, it is not necessary to use the term TCP when considering whether a site with significance to a tribe is eligible for the National Register as part of the Section 106 process. The NPS Bulletin 38 guidelines are helpful, however, in providing an overview of how National Register criteria are applied.

Another issue with the term TCP is that Bulletin 38 has sometimes been interpreted as requiring an Indian tribe to demonstrate continual use of a site in order for it to be considered a TCP in accordance with Bulletin 38. This requirement could be problematic in that tribal use of a historic property may be dictated by cyclical religious or cultural timeframes that do not comport with mainstream conceptions of "continuous" use; while in many other cases, tribes have been geographically separated from and/or denied access to historic properties of religious and cultural significance to them. It is important to note that under the NHPA and the Section 106 regulations, the determination of a historic property's religious and cultural significance to Indian tribes is **not** tied to continual or physical use of the property.

4) What procedures should be followed if an Indian tribe does not want to divulge information to the federal agency regarding places of traditional religious and cultural significance?

³⁰

Available at <http://www.cr.nps.gov/nr/publications/bulletins/nrb38/nrb38%20introduction.htm>

Many Indian tribes have belief systems that require the location and even the existence of traditional religious and cultural properties not be divulged. It is thus vital that the federal agency work with tribes to identify sensitive locations while respecting tribal desires to withhold specific information about such sites. The ACHP's regulations at 36 CFR Section 800.4(b)(i) state, in part, that "[t]he agency official shall take into account any confidentiality concerns raised by Indian tribes during the identification process."

The NHPA and the Section 106 regulations also provide a vehicle for protecting information that an Indian tribe has disclosed for the purpose of identification and evaluation in the Section 106 process. Section 304 of the NHPA (16 U.S.C. 470w-3(a)) and the regulations at 36 CFR Section 800.11(c)(1) provide that an agency, after consultation with the Secretary of the Interior, "*shall* withhold from disclosure to the public" information about the location, character, or ownership of a historic property when the agency and the Secretary determine that the disclosure of such information may cause a significant invasion of privacy; risk harm to the historic property; or, impede the use of a traditional religious site by practitioners. After such a determination, the Secretary of the Interior will determine who, if anyone, may have access to the information for purposes of the NHPA.

One important caveat: the Section 304 confidentiality provisions only apply to properties that have been determined eligible for the National Register. Thus, it is possible that information disclosed prior to an eligibility determination may not be protected. Therefore, the ACHP suggests that agencies and Indian tribes contact National Register staff for guidance regarding the amount of information and detail needed to make a determination of eligibility when such information might be at risk of disclosure. It may be possible for a tribe to share just enough information for the agency to identify the existence of a site and make a determination of eligibility without compromising the site or the tribe's beliefs. Such information might include general aspects of the historic property's attributes, i.e., that an important yearly ceremony takes place in a certain general location, that quiet is required in an area where spirits reside, that visual impacts will impede the ability to properly perform a required ritual, or that important ceremonial harvesting activities must occur at a particular place, time, or under certain conditions. However, if there are questions about the adequacy of such information in making determinations of eligibility, the National Register staff should be consulted.

Issues of confidentiality and sensitivity of information require flexibility and cooperation among the consulting parties. There may be situations where a tribe is only willing to share information with the federal agency and not with the other non-federal consulting parties. This can challenge the traditional Section 106 process where the federal agency also consults with the SHPO to determine eligibility of properties off tribal lands or on tribal lands where the tribe has not assumed THPO responsibilities. In such cases, it is recommended that the agency promptly talk with the ACHP or the National Register staff about how to resolve such a situation.

5) Is the federal agency required to verify a tribe's determination of significance with archaeological or ethnographic evidence before making a National Register eligibility determination?

No. The agency is not required to verify a tribe's determination that a historic property is of religious and cultural significance to the tribe. The ACHP regulations at 36 CFR 800.4(c)(1) state, in part, that "[t]he agency official shall acknowledge that Indian tribes...possess special expertise in assessing the eligibility of historic properties that may possess religious and cultural significance to them." The National Register considers the information obtained from a tribe's recognized expert to be a valid line of evidence in

considering determinations of significance. For additional guidance on making eligibility determinations, the agency should consult with the staff of the National Register.³¹

6) Does the federal agency need to obtain an Indian tribe's concurrence with the agency's determination of National Register eligibility?

a) Off Tribal Lands

No. The agency does not need to obtain an Indian tribe's concurrence with eligibility determinations when the undertaking is not on tribal lands or the affected property is not on tribal lands. The agency only needs the concurrence of the SHPO for a determination and, absent such concurrence, the matter goes to the Keeper of the National Register for final resolution. The federal agency must acknowledge, however, that Indian tribes possess special expertise in assessing the eligibility of historic properties that may be of significance to them, as required in the Section 106 regulations at 36 CFR Section 800.4(c)(1).

Also, if an Indian tribe disagrees with the federal agency's determination of eligibility, the Indian tribe may, per the Section 106 regulations at 36 CFR 800.4(c)(2), ask the ACHP to request that the federal agency obtain a formal eligibility determination from the Keeper of the National Register.

b) On Tribal Lands

On tribal lands, the THPO (or the tribe's designated official) have rights of concurrence on National Register eligibility determinations. If the agency and the THPO/tribal official do not agree on a site's eligibility, the ACHP regulations at 800.4(c)(2) state that the agency shall obtain a determination of eligibility from the Keeper of the National Register.

7) Once the required identification and evaluation efforts are completed, does the federal agency need to consult with an Indian tribe in reaching a finding that there are no historic properties that will be affected by the undertaking, or that there are historic properties present but the undertaking will have no effect on them?

a) Off Tribal Lands

Despite the requirements for tribal consultation up to this point in the process, the agency does not need to consult with an Indian tribe in reaching a finding that there are no historic properties present, or that the proposed undertaking will not affect an identified historic property. However, the agency must provide notification and documentation supporting its finding on these questions to any consulting Indian tribe.

If a consulting tribe disagrees with the agency's finding, it should immediately contact the ACHP and request that the ACHP object to the finding, per CFR 800.4(d)(1)(iii). If, upon the review of the finding, the ACHP also objects to the finding, the ACHP may provide its opinion to the agency official, and, if the ACHP determines the issue warrants it, to the head of the agency. The regulations stipulate that if the ACHP objects to a finding, it must do so within 30 days of the agency's issuance of that finding.

b) On Tribal Lands

On tribal lands, a finding of no historic properties present or no historic properties affected requires the agency to provide the THPO (or designated tribal official, if the tribe has not assumed THPO duties)

³¹ Contact information for National Register headquarters in Washington, D.C., available at <http://www.cr.nps.gov/nr/about.htm#contactus>

documentation of this finding. The agency also provides this documentation to other consulting parties. Upon receipt of an adequately documented finding, the THPO/tribe has 30 days to object. If the THPO/tribe does not object within 30 days, the agency's Section 106 responsibilities have been fulfilled. If the THPO/tribe does object to the finding, the agency shall either consult with the THPO/tribe to resolve the disagreement, or forward the finding to the ACHP and request that it be reviewed. When the agency makes such a request, it is also required to concurrently notify all consulting parties of the request and make the request and documentation available to the public. The ACHP then has 30 days to review the finding and provide the agency official, and, if the ACHP determines the issue warrants it, the head of the agency, with the ACHP's opinion regarding the finding.

C. Assessment of Adverse Effects

1) Which parties does the federal agency consult with to apply the criteria of adverse effect to historic properties within the APE?

a) Off Tribal Lands

The agency consults with the SHPO and Indian tribes in applying the criteria of adverse effect to historic properties within the APE. Again, federal agencies must recognize the special expertise of Indian tribes to determine the religious and cultural significance of historic properties to them per 36 CFR 800.4(c)(1), and 36 CFR 800.5(a) requires that agencies apply the criteria of adverse effect in consultation with Indian tribes. Therefore, in assessing how a proposed undertaking might affect historic properties of religious and cultural significance to tribes located off tribal lands, federal agencies need to consider the views of tribes.

b) On Tribal Lands

On tribal lands, the agency consults with the THPO (or the designated tribal representative and the SHPO if the tribe has not assumed THPO duties)—and with any other Indian tribe that attaches religious and cultural significance to identified historic properties within the APE—in applying the criteria of adverse effect to historic properties, as is required by 36 CFR 800.5(a).

2) When proposing a finding of “no adverse effect,” does the federal agency consult with Indian tribes?

a) Off Tribal Lands

No, the agency consults with the SHPO in proposing a finding of “no adverse effect,” but notifies consulting parties such as Indian tribes, and provides them with documentation supporting that finding. The agency is encouraged, but not required, to seek the concurrence of Indian tribes that attach religious and cultural significance to the historic property subject to the finding.

b) On Tribal Lands

The agency consults with the THPO (or designated tribal official and the SHPO if the tribe has not assumed THPO duties) in proposing a finding of “no adverse effect,” and provides other consulting parties with documentation supporting that finding, as described above.

3) What happens if an Indian tribe disagrees with a finding of “no adverse effect”?

a) Off Tribal Lands

If a consulting Indian tribe disagrees with a proposed agency finding of “no adverse effect,” it must specify the reasons for its objection in writing within 30 days of receipt of the agency’s issuance of the proposed finding. Once a timely written objection is received, the agency must either consult with the objecting tribe to resolve the disagreement or request ACHP review of the “no adverse effect” finding, per 36 CFR 800.5(c)(2)(i). The agency must concurrently notify all other consulting parties that it has requested ACHP review of the finding.

Consulting Indian tribes can make a direct request to the ACHP to review the finding, specifying, in writing and within the 30 day review period, the reasons for its objection, per 36 CFR 800.5(c)(2)(iii).

After review of the objection, the ACHP may provide its opinion to the agency official, and, if the ACHP determines the issue warrants it, to the head of the agency. The regulations stipulate that if the ACHP objects to a finding on its own initiative, it must do so within 30 days of receipt of the agency’s issuance of that finding.

b) On Tribal Lands

If the THPO (or designated tribal official if the tribe has not assumed THPO duties) disagrees with a finding of “no adverse effect” within the 30 day review period, the THPO notifies the agency in writing that it disagrees and specifies the reasons for the disagreement like any other consulting party. Once a timely written objection is received, the agency must either consult with the THPO to resolve the disagreement or request ACHP review of the “no adverse effect” finding. The agency must concurrently notify all other consulting parties that it has requested ACHP review of the finding.

Consulting parties have the same rights to disagree with a “no adverse effect” finding on tribal lands as they do off tribal lands. Should another Indian tribe that is a consulting party (i.e., a tribe who attaches religious and cultural significance to a historic property located on another tribe’s lands) object to a finding of “no adverse effect,” that tribe may, just as in the case for non-tribal lands (above), file an written objection with the federal agency within the 30 day review period. Again, once a timely written objection is received from any consulting party, the agency must either consult with the objecting tribe to resolve the disagreement or request ACHP review of the “no adverse effect” finding, per 36 CFR 800.5(c)(2)(i). The agency must concurrently notify all other consulting parties that it has requested ACHP review of the finding.

Just as is the case off tribal lands, consulting Indian tribes can also make a direct request to the ACHP to review the finding, specifying, in writing and within the 30 day review period, the reasons for its objection, per 36 CFR 800.5(c)(2)(iii).

Regardless of whether the THPO (or designated tribal official) or a consulting party makes the objection to the agency finding, the ACHP’s response is the same: after review of the finding, the ACHP may provide its opinion to the agency official, and, if the ACHP determines the issue warrants it, to the head of the agency. The regulations stipulate that if the ACHP objects to a finding on its own initiative, it must do so within 30 days of receipt of the agency’s issuance of that finding.

D. Resolution of Adverse Effects

1) Which parties does the federal agency consult with to develop and evaluate alternatives or modifications to the undertakings to avoid, minimize, or mitigate adverse effects?

a) Off Tribal Lands

The agency consults with the SHPO, Indian tribes, and other consulting parties at this phase of the Section 106 process. The agency must provide project documentation to all consulting parties and invite the ACHP into consultation. Any consulting party may request ACHP participation in consultation to facilitate the resolution of adverse effects.

In fact, the Section 106 regulations at 36 CFR Section 800.2(b) stipulate that the ACHP may enter into the consultation at any point in the Section 106 process without invitation when it determines that its involvement is necessary to ensure that the purposes of Section 106 are met. As specified in Appendix A to 36 CFR Part 800, the ACHP may elect to enter the consultation if, among other things, an undertaking presents issues of concern to Indian tribes.

b) On Tribal Lands

On tribal lands, the process and requirements are the same as for proposed undertakings off tribal lands, except that agency consults with the THPO (or designated tribal official and SHPO if the tribe has not assumed THPO duties), and other consulting parties. Again, the agency should continue to be cognizant of any confidentiality issues—see the discussion of confidentiality at Section V(B)(4) of this handbook.

2) What happens if agreement is reached on how to resolve adverse effects?

a) Off Tribal Lands

If agreement is reached, the agency, SHPO and consulting parties, including Indian tribes, develop a Section 106 memorandum of agreement (MOA) or programmatic agreement (PA) outlining how the adverse effects will be addressed

b) On Tribal Lands

The agency and the THPO (or designated tribal official and the SHPO, if the tribe has not assumed THPO duties) and consulting parties develop an MOA or a PA outlining how the adverse effects will be addressed (the decision to prepare a PA requires the agency to invite the ACHP to participate). The agency must invite the THPO/tribe to be a signatory to an MOA or PA. 36 CFR 800.2(c)(2)(ii)(F) provides that an Indian tribe that has not assumed THPO duties may notify the agency in writing that it is waiving its rights to execute an MOA for undertakings on its tribal lands.

3) Is the federal agency obligated to invite an Indian tribe to be a signatory or a concurring party to an MOA or PA?

a) Off Tribal Lands

No, the agency may, but is not required to, invite an Indian tribe to become a signatory or concurring party when the undertaking or affected historic properties are not on tribal lands. A signatory to an MOA or PA possesses the same rights with regard to seeking amendments to or terminating the agreement as all other signatories, which include the agency official, the SHPO, and the ACHP, if participating. Those that sign as a concurring party do not have such rights to amend or terminate the MOA or PA. Refusal by an Indian tribe to become a signatory or concurring party to an MOA or PA for an undertaking on non-tribal lands, however, does not invalidate it. Certainly, agencies are encouraged to invite Indian tribes that attach religious and cultural significance to affected historic properties to sign the agreement. If a tribe is assuming review or other responsibilities under the MOA or PA, the agency should consider inviting the tribe to become a signatory.

b) On Tribal Lands

MOAs and PAs for undertakings on tribal lands require that the THPO (or the designated tribal official if the tribe has not assumed THPO duties) be a signatory, with the same rights to seeking amendments to or terminating the agreement as all other signatories. The agency and the signatories may invite other consulting parties to be signatories or sign as concurring parties. Those that sign as a concurring party do not have such rights to amend or terminate the MOA or PA. 36 CFR 800.2(c)(2)(ii)(F) provides that an Indian tribe that has not assumed THPO duties may notify the agency in writing that it is waiving its rights to execute an MOA for undertakings on its tribal lands.

4) What happens if agreement is not reached on how to resolve adverse effects?

a) Off Tribal Lands

If agreement is not reached, the agency, the SHPO, or the ACHP (if participating), may terminate consultation. Other consulting parties, including Indian tribes, may decline to participate, but they cannot terminate consultation. After consultation is terminated, the ACHP prepares its formal comments to the head of the agency, who must consider the ACHP's comments in reaching a final decision. Per the Section 106 regulations at 36 CFR Section 800.7 (c), the ACHP must provide an opportunity for the agency, all consulting parties, and the public to provide their views to the ACHP during the time in which the comments are being developed. When the ACHP issues comments, it means the full ACHP membership issues the comments, not the ACHP staff. In addition to providing the comments to the head of the agency, the ACHP shall provide copies of those comments to each of the consulting parties. Once the head of the agency has received the ACHP's comments, he or she is required to prepare a summary of his or her final decision regarding the proposed federal undertaking that contains both the rationale for its decision as well as evidence that it had considered the ACHP's comments when making that decision. In addition, the agency must provide copies of this summary to all consulting parties.

b) On Tribal Lands

If the agency and the THPO (or designated tribal official, if the tribe has not assumed THPO duties) fail to agree, the agency must invite the ACHP to join the consultation.

The THPO/tribe may determine that further consultation will not be productive and terminate consultation. The THPO/tribe must then notify the agency and other consulting parties of the determination and the reasons for terminating. The ACHP must then issue its comments to the head of the agency when the THPO/tribe terminates consultation because the federal agency and the ACHP cannot execute an agreement without the THPO/tribe for undertakings on or affecting historic properties on tribal lands. The procedure for the development of the ACHP's comments and the requirements to provide copies of both ACHP comments and the agency's summary of its final decision to consulting parties is identical to that explained in answer A) (above) for undertakings affecting historic properties off tribal lands.

5) When an undertaking takes place or affects historic properties on tribal lands, can a Section 106 agreement be concluded between the federal agency and the Indian tribe when the SHPO opts out of consultation, even though the designated tribal representative is not a THPO?

Yes, an agreement can be concluded in this circumstance because such a tribe has the same rights as a THPO, per 36 CFR 800.2(c)(2)(i)(B). An Indian tribe may reach agreement with a federal agency on the terms of a Section 106 agreement (MOA or PA). Execution of the agreement by a designated tribal

representative and the agency (along with filing the agreement with the ACHP), and agency compliance with the terms of the agreement, would complete the Section 106 process.

VI. Consultation Tools

While federal authorities direct agencies to consult and coordinate with Indian tribes on proposed actions, little guidance exists on how to carry out such consultation. On a national level, such guidance is general because of the differences between federal agencies, Indian tribes, and local circumstances.

Agreements

The Section 106 regulations at 36 CFR Section 800.2©(2)(ii)(E) provide for agreements between federal agencies and Indian tribes that tailor how consultation will be carried out. Such agreements are not project-specific but, instead, are more general and are focused on the relationship between an agency and an Indian tribe. An agreement can cover all aspects of the consultation process and could grant an Indian tribe additional rights to participate or concur in agency decisions in the Section 106 process beyond those specified in the regulations. The only restriction on the scope of such agreements is that the role of other parties in the process may not be modified without their consent.

A common misunderstanding is that such agreements are required before an agency and a tribe can enter into Section 106 consultation for individual undertakings. In fact, consultation agreements are not required but are meant to facilitate consultation.

A number of federal agencies have entered into such agreements with Indian tribes as a means not only to ensure that consultation would be carried out to the satisfaction of both parties but also as a workload management tool. Agreements can outline the areas of a state or region in which a tribe has an interest or the types of undertakings that might not require consultation with the tribe.

If an Indian tribe agrees in advance to such delegation, an agreement with the tribe would be the vehicle through which an agency could delegate the day-to-day consultation and coordination with the tribe to an applicant.³² The agreement itself illustrates recognition of the government-to-government relationship between the federal agency and an Indian tribe. However, absent prior agreement by a tribe, an agency cannot delegate its government-to-government consultation responsibilities to an applicant.

The negotiation process to develop an agreement with an Indian tribe does not require participation by any other parties outside of the agency (there may be other entities within the agency, such as the agency's office of legal counsel that must participate). These agreements are, in fact, between the federal government and a sovereign nation. Therefore, unless the tribe agrees, it would be inappropriate to invite another party to participate. The only requirements for such agreements under the ACHP's regulations are that:

- the role of other parties is not modified without their consent; and
- the agreement is filed with both the ACHP and appropriate SHPO.

Summits and Meetings

Some agencies have hosted summits with Indian tribes and continue to do so on a regular basis. These meetings provide a means for agencies to share information about proposed undertakings and for Indian

³² An applicant may be a state agency, local government, organization, or individual seeking federal assistance, permits, licenses, and other approvals.

tribes to voice their views and talk with agency personnel. They also serve to develop trust and build relationships.

Some agencies host annual or regular meetings with Indian tribes to ensure that the consultation relationships are working and to address any outstanding issues. These gatherings are separate from Section 106 consultation meetings. They provide a forum for airing more general concerns, a means for recharging the relationship, and an opportunity to meet new agency personnel and tribal representatives.

Guidance Materials and Training

Many agencies have published or are currently developing various guidance materials for their staff and leadership on consultation with Indian tribes. Most of these materials are intended to serve as department or agency-wide guidance.

Training is also extremely useful in that it ensures that both federal agencies and Indian tribes have a common understanding of legal requirements, organizational structures, decision-making, and other important mechanics of the consultation relationship. Training can also address cultural issues to help foster greater mutual understanding. Some agencies have hosted joint training sessions, while others require new personnel to receive training specific to their new duties. For instance, the ACHP has an internal requirement to train all staff and members regarding tribal consultation within the Section 106 process.

On-line training resources are also becoming more prevalent. The ACHP played a large role, along with several other departments and agencies,³³ in the development of the “Working Effectively With Tribal Governments” on-line training program that is available through the U.S. Office of Personnel Management’s GoLearn website.³⁴ This course provides content useful to all federal employees, including information essential to understanding the unique political status of federally recognized Indian tribes, an overview of federal Indian law and policies, and cultural information that can increase the quality of cross-cultural communications. Other agencies have developed agency specific on-line training, such as the course that the Federal Emergency Management Agency (FEMA) has developed for its employees on working with Indian tribes.

VII. Principles and Tips for Successful Consultation

The key to success in any consultation relationship is building trust, having common goals, and remaining flexible. There is no “one size fits all” model for consultation with Indian tribes—all tribes are unique, and different undertakings present different challenges. There are, however, central principles that should be kept in mind when conducting tribal consultation and this final section of the Tribal Consultation Handbook provides helpful tips on how to put them into practice.

Respect is Essential

- Be respectful of tribal sovereignty.

³³ Other federal departments and agencies involved in the development of the “Working Effectively With Tribal Governments” on-line training course include the Environmental Protection Agency, the Department of Justice, the Department of Interior, the U.S. Forest Service, the Small Business Administration, the General Services Administration, the Department of Health and Human Services and the Department of Energy.

³⁴ Available at: <http://www.golearn.gov>

- Become aware of tribal conventions and protocols and follow them; respect tribal customs.
- Dress respectfully. Do not wear shorts, short skirts, sleeveless shirts, or shirts with plunging necklines to meetings. Check with your tribal contact as to appropriate dress for site visits or tribal events.
- Do not take photographs without obtaining permission first.
- Behavior you may perceive as normal may be insulting or offensive to others. For example, some tribes consider pointing one's finger to be offensive, and consider a gentle handshake a sign of respect instead of a sign of weakness. Consider native perspectives and values. When in doubt, ask respectfully.
- Tribal leaders have many duties; be aware of this fact and do not demand that everyone adhere to your deadline. Instead, explain why your deadline exists, who set it, and why it is important. Above all, strive to be as flexible as possible. Look for ways to work cooperatively, because this is your undertaking and consultation is your responsibility.
- Be sensitive to time and costs. A tribe's lack of human and financial resources may impede its representatives' ability to respond quickly or travel to meetings. Make an effort to facilitate and support consultation with available agency resources.
- Do not voice your opinion on what is best for the tribe; that is for tribal leaders to determine.
- Be mindful of the significance of history. The history of U.S. government relations with Indian tribes may color current perceptions and attitudes and cause distrust or suspicion. Take the time to learn about the unique history of the tribe you are consulting with.

Communication is Key

- Communicate with tribal representatives directly whenever possible—do not rely solely on letters. Follow up written correspondence by phone or in person. Create documentation of your communications, such as notes on the content of discussions, keep phone logs, etc.
- Do not expect quick answers. Tribal officials may need time to consult with others, including tribal councils or the head of the tribal government. Make sure you understand the timelines for tribal decision-making.
- Do not assume silence means concurrence; it could signal disagreement. Always verify views with the official tribal representative.
- Always ask tribal representatives about their preferred way of doing business and any specific tribal protocols for meetings. Be aware that the cultural norms of tribal citizens may be different from yours, and that each of the more than 560 Indian tribes has a unique culture and heritage.
- Do not assume everyone is the same. For example, traditional cultural authorities may sometimes have perspectives that differ from those of their tribal governments. It is important to listen to all consultation participants, but also to be sure that you understand the position of the elected tribal leadership on every issue.

- Develop points of contact through the tribal government. Do research ahead of time to find out whom you will be consulting with and their tribal positions, then make the effort to get to know them. Tribal governments may consist of elected leadership (tribal leader, tribal council, tribal courts), traditional leaders (treaty councils, tribal elders, spiritual leaders), and tribal administration (program managers, administrators, and staff).
- Be mindful of appropriate behaviors—be sure to demonstrate respect to tribal leaders just as you would to a leader of a foreign nation. Always show deference toward tribal elders and allow them plenty of time to speak first. Do not interrupt or raise your voice. Learn by observation and by talking to others. Again, when in doubt, ask respectfully.

Consultation: Early and Often

- Make sure you identify and initiate consultation with tribes at the **start** of the planning process for your agency's undertaking.
- Suggest a process for consultation and discuss it with the tribes. Collaborate in a way that accommodates tribal protocols and schedules. The ACHP regulations at 36 CFR Section 800.2(c)(2)(ii)(E) provide for agreements with tribes that set out procedures for Section 106 consultation and can address tribal concerns about confidentiality of information.
- Consider establishing an on-going working group that can provide continuity for future undertakings by your agency.
- Focus on partnerships rather than on project-by-project coordination.
- Remember to document all correspondence, follow-up telephone calls, consultation meetings and visits to project sites and reservations. Be sure to include the content of your communications in your documentation.
- Find out if the tribal leadership wants to receive additional copies of all the consultation materials and documentation that you are providing to the tribe's designated representative (THPO, or cultural resources staff person) as part of your consultation.
- Ask tribal representatives to keep you up-to-date on any changes to tribal postal or email addresses and contact information for new tribal leadership.

Effective Meetings are a Primary Component of Successful Consultation

- Develop an understanding of the tribe's decision-making process and get to know its decision makers.
- Offer to go on-site with traditional authorities. Some people may be uncomfortable relying solely on maps, and site visits may stimulate consideration of alternatives.
- Do not create expectations or make commitments that you are unable or unwilling to fulfill. Before entering into consultation, be certain that what you are negotiating is supported by the Office of General Counsel or Solicitor of your agency, and anyone else who will need to review and approve your position.

- Do not set your own meeting agenda without consulting with tribal representatives to learn what they expect the process and substance to be. Tribes may have their own ways of conducting meetings.
- Inform tribal representatives in advance of the meeting's goal and what needs to be accomplished in the time you have, so that participants can stay focused. Like you, tribal representatives are there to work and accomplish results.
- Give plenty of notice beforehand so that tribal representatives have adequate time to prepare. Provide participants with maps, hotel information, a list of all attendees, an agenda, and most importantly, complete project documentation.
- Speak to tribal members by phone beforehand so that you know who will be attending the meeting. Allow tribes to send as many representatives as they wish, but explain any limitations that your agency may have with funding travel.
- Check if anyone has special needs. Some tribal elders may need special accommodations.
- Offer the tribal participants the opportunity to make an opening or welcoming statement.
- Make sure you invite tribal representatives to sit at the table with you, and introduce all participants with their proper titles. Check with your tribal contact beforehand so you know if certain officials or elders should be introduced and acknowledged first.
- Review your agency's mission and operations at the start of the meeting. Do not assume that everyone knows how your agency functions or is familiar with all of the programs it oversees.
- Take accurate notes during the meeting, or, ***if the tribe agrees in advance***, arrange for meetings to be recorded (it is still advisable to take notes to avoid problems should a recording be lost or damaged). It is important to document not only that you have consulted with the tribe, but the substance of the meeting and the views and concerns expressed by the tribe, as well. Be sensitive to the issue of confidentiality, which may require that you switch the recorder off, or to omit certain sensitive information from your notes if the tribe so requests. Documenting meeting content ensures that participants can later review and correct any inaccuracies, and also provides the agency with a solid consultation record.
- Remember that consent by one tribal member does not necessarily mean consent by the tribe. Make sure that the tribe's governing body has approved final decisions.
- Be prepared on the issues and be open to tribal perspectives.

Conclusion

We hope this handbook has been helpful. If needed, you may obtain further assistance from the ACHP in understanding and interpreting the requirements of Section 106, including tribal consultation. For general information, please visit the ACHP web site at www.achp.gov.



Preserving America's Heritage

ADVISORY COUNCIL ON HISTORIC PRESERVATION
1100 Pennsylvania Avenue NW, Suite 803 • Washington, DC 20004
Phone: 202-606-8503 • Fax: 202-606-8647 • achp@achp.gov • www.achp.gov



Preserving America's Heritage

MEETING THE “REASONABLE AND GOOD FAITH” IDENTIFICATION STANDARD IN SECTION 106 REVIEW

The regulations implementing Section 106 of the National Historic Preservation Act (“Protection of Historic Properties,” 36 CFR Part 800) require federal agencies to identify historic properties within the Area of Potential Effects (APE) that may be affected by their undertakings. Section 800.4(b)(1) of these regulations states that federal agency officials shall make a “reasonable and good faith effort” to identify historic properties.

The ACHP is regularly asked how to determine when an adequate identification effort has been made—that is, at what point a federal agency has made a reasonable and good faith effort to determine whether historic properties are located within an undertaking’s APE, which is the “geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist.” Answering this question requires an understanding of what the ACHP’s regulations say regarding the identification of historic properties.

Prior to beginning the identification stage in the Section 106 process, the regulations (at 36 CFR § 800.4) require the federal agency to do the following:

- Determine and document the APE in order to define where the agency will look for historic properties that may be directly or indirectly affected by the undertaking;
- Review existing information on known and potential historic properties within the APE, so the agency will have current data on what can be expected, or may be encountered, within the APE;
- Seek information from others who may have knowledge of historic properties in the area. This includes the State Historic Preservation Officer (SHPO)/Tribal Historic Preservation Officer (THPO) and, as appropriate, Indian tribes or Native Hawaiian organizations who may have concerns about historic properties of religious and cultural significance to them within the APE.

Following these initial steps, the regulations (36 CFR § 800.4(b)(1)) set out several factors the agency must consider in determining what is a “reasonable and good faith effort” to identify historic properties. They call for the agency official to “take into account past planning, research and studies; the magnitude and nature of the undertaking and the degree of federal involvement; the nature and extent of potential effects on historic properties; and the likely nature and location of historic properties within the APE. The Secretary of the Interior’s standards and guidelines for identification provide guidance on this subject. The agency official should also consider other applicable professional, state, tribal, and local laws, standards, and guidelines. The regulations note that a reasonable and good faith effort may consist of or include “background research, consultation, oral history interviews, sample field investigation, and field survey.”

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1100 Pennsylvania Avenue NW, Suite 803 • Washington, DC 20004
Phone: 202-606-8503 • Fax: 202-606-8647 • achp@achp.gov • www.achp.gov

When asked to provide its advisory opinion (pursuant to 36 CFR § 800.2(b)(2)) on the adequacy of a specific identification effort, the ACHP will evaluate the agency's efforts in light of these factors and the following criteria.

1. The identification effort is reasonable when it is logically designed to identify eligible properties that may be affected by the undertaking, without being excessive or inadequate in light of the factors cited above. While it may be appropriate in some circumstances to identify all historic properties in the APE, it is important to note that the regulations *do not require* identification of all properties. A reasonable identification plan is one that includes the following:

- Documentation of the horizontal and vertical extent of the APE that accounts for direct and indirect effects;
- An explanation of how the factors cited above inform the content and intensity of the identification plan. This could include information on past work in the area, scope of federal involvement in the undertaking, and the undertaking's magnitude and anticipated effects on any historic properties that might exist in the APE;
- A review of existing information on historic properties within the APE, including information about possible historic properties not yet identified;
- A cognizance of applicable professional, state, tribal, and local laws, standards, and guidelines;
- A familiarity with methodologies used in other historic property surveys in the area that have been effective in terms of time and cost;
- A clear description of the steps that will be taken during field investigations, during the analysis of field results, and in the subsequent reporting and consultation, to determine the presence or absence of historic properties within the APE.

2. The identification effort is carried out in good faith when it is fully implemented by or on behalf of the federal agency. An identification plan that is appropriate to the nature and scale of the undertaking is carried out in good faith when it meets the following criteria:

- The plan is carried out in consultation with, as appropriate, the SHPO, THPO, and any Indian tribe or Native Hawaiian organization that might attach religious and cultural significance to historic properties within the APE;
- Is initiated in a timely manner that allows for appropriate analysis and reporting, with adequate time for review by the consulting parties;
- Is carried out by a qualified individual or individuals who meet the Secretary of the Interior's qualification standards and have a demonstrated familiarity with the range of potentially historic properties that may be encountered, and their characteristics;
- Acknowledges the special expertise possessed by Indian tribes and Native Hawaiian organizations in assessing the eligibility of historic properties that may possess religious and cultural significance to them (regardless of whether or not such tribes and organizations meet the Secretary's qualification standards);
- Is fully supported by adequate funding and other necessary resources, and
- Is not compromised by lack of integrity or omission, such as manipulating or ignoring evidence.

Note that the regulations require that a reasonable and good faith effort to identify historic properties *include some level of effort*—at a minimum, a review of existing information on historic properties that are located or may be located within the APE (36 CFR § 800.4(a)(2)). Such an effort may consist of one or more methodologies and should be designed so that the federal agency can ensure that it produces enough information, in enough detail, to determine what the undertaking's effects will likely be on historic properties.

It is also important to keep in mind what a reasonable and good faith identification effort does *not* require:

- The “approval” of a SHPO/THPO or other consulting party. The ACHP, SHPO/THPO and other consulting parties advise and assist the federal agency official in developing its identification efforts, but do not dictate its scope or intensity.
- Identification of every historic property within the APE. One of the reasons the ACHP’s regulations contain a post-review discovery provision (36 CFR § 800.13) is that a reasonable and good faith effort to identify historic properties may well not be exhaustive and, therefore, some properties might be identified as the project is implemented.
- Investigations outside of, or below, a properly documented APE. The Section 106 process does not require that the agency search for all historic properties in a given area. Because the APE defines the geographic limits of federal agency responsibility for purposes of Section 106 review, identification efforts are carried out within its boundaries.
- Ground verification of the entire APE. In many cases, areas can be considered to have a certain probability of containing historic properties based on current knowledge. This or similar characterizations can be used to justify where within the APE most identification efforts will or should be targeted. Predictive models that have been tested and found to be reasonably efficient can also assist federal agencies to meet the “reasonable and good faith” identification standard.

In sum, the Section 106 regulations require federal agencies to make a “reasonable and good faith effort” to identify historic properties that may be affected by their undertakings. The regulations set out several factors that need to be considered in making the effort both *reasonable* in terms of intensity and scale, and carried out in *good faith* through its development and execution. The ACHP’s online archaeology guidance provides further detailed discussion on how these factors can be applied to archaeological sites to ensure Section 106 identification plans are adequate and appropriate to a given situation (<http://www.achp.gov/archguide/>). The ACHP’s professional staff is also available to assist agencies, SHPOs/THPOs, consultants, and contractors in interpreting the reasonable and good faith standard when questions or disputes arise.

NATIONAL REGISTER BULLETIN

Technical information on the the National Register of Historic Places:
survey, evaluation, registration, and preservation of cultural resources



U.S. Department of the Interior
National Park Service
Cultural Resources
National Register, History and Education

Guidelines for Evaluating and Documenting Traditional Cultural Properties



The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to tribes.

This material is partially based upon work conducted under a cooperative agreement with the National Conference of State Historic Preservation Officers and the U.S. Department of the Interior.

Cover photographs:

Many traditional cultural properties are used for practical purposes by those who value them. This sedge preserve in northern California, for example, is tended and harvested by Pomo Indian basketmakers as a vital source of material for making their world famous baskets. The preserve was established at Lake Sonoma by the U.S. Army Corps of Engineers. (Richard Lerner)

This bedrock mortar in central California plays an essential role in processing Black Oak acorns. (Theodoratus Cultural Research)

NATIONAL REGISTER BULLETIN

GUIDELINES FOR EVALUATING AND DOCUMENTING TRADITIONAL CULTURAL PROPERTIES

BY

PATRICIA L. PARKER

*Cultural Anthropologist and Archeologist,
American Indian Liaison Office
National Park Service*

and

THOMAS F. KING

*Senior Archeologist and Director of the Office of Program Review,
Advisory Council on Historic Preservation (formerly)
Consultant, Archeology and Historic Preservation (currently)*

U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATIONAL REGISTER, HISTORY AND EDUCATION
NATIONAL REGISTER OF HISTORIC PLACES

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TABLE OF CONTENTS

I. Introduction	1
II. Traditional Cultural Values in Preservation Planning	5
III. Identifying Traditional Cultural Properties.....	6
Establishing the level of effort	6
Contacting traditional communities and groups	7
Fieldwork	8
Reconciling Sources	9
IV. Determining Eligibility Step-by-Step	11
Step One: Ensure that the entity under consideration is a property	11
Step Two: Consider the property’s integrity	12
Step Three: Evaluate the property with reference to the National Register Criteria	12
Step Four: Determine whether any of the National Register criteria considerations (36 CFR 60.4) make the property ineligible	14
V. Documenting Traditional Cultural Properties	19
General Considerations	19
Completing Registration Forms	22
VI. Conclusion.....	23
VII. Recommended Bibliography and Sources.....	24
VIII. Appendix I, A Definition of “Culture”	26
IX. Appendix II, Professional Qualifications: Ethnography.....	27
X. Appendix III, List of National Register Bulletins	28

I. INTRODUCTION

WHAT ARE TRADITIONAL CULTURAL PROPERTIES?

The National Register of Historic Places contains a wide range of historic property types, reflecting the diversity of the nation's history and culture. Buildings, structures, and sites; groups of buildings, structures or sites forming historic districts; landscapes; and individual objects are all included in the Register if they meet the criteria specified in the National Register's Criteria for Evaluation (36 CFR 60.4). Such properties reflect many kinds of significance in architecture, history, archeology, engineering, and culture.

There are many definitions of the word "culture," but in the National Register programs the word is understood to mean the traditions, beliefs, practices, lifeways, arts, crafts, and social institutions of any community, be it an Indian tribe, a local ethnic group, or the people of the nation as a whole.¹

One kind of cultural significance a property may possess, and that may make it eligible for inclusion in the Register, is *traditional cultural significance*. "Traditional" in this context refers to those beliefs, customs, and practices of a living community of people that have been passed down through the generations, usually orally or through practice. The traditional cultural significance of a historic property, then, is significance derived from the role the property plays in a community's historically rooted beliefs, customs, and practices. Examples of properties possessing such significance include:

- a location associated with the traditional beliefs of a Native American group about its origins, its cultural history, or the nature of the world;
- a rural community whose organization, buildings and structures, or patterns of land use reflect the cultural traditions valued by its long-term residents;
- an urban neighborhood that is the traditional home of a particular cultural group, and that reflects its beliefs and practices;
- a location where Native American religious practitioners have historically gone, and are known or thought to go today, to perform ceremonial activities in accordance with traditional cultural rules of practice; and
- a location where a community has traditionally carried out economic, artistic, or other cultural practices important in maintaining its historic identity.

A traditional cultural property, then, can be defined generally as one that is eligible for inclusion in the National Register because of its association with cultural practices or beliefs of a living community that (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community. Various kinds of traditional cultural properties will be discussed, illustrated, and related specifically to the National Register Criteria later in this bulletin.

¹ For a detailed definition, see Appendix I.



Numerous African Americans left the South to migrate to the Midwest. The A.M.E. Church (on left) and District No. 1 School remain in Nicodemus Historic District in Nicodemus, Kansas, which was declared a National Historic Landmark by the Secretary of the Interior in 1976. (Clayton B. Fraser for the Historic American Buildings Survey)

PURPOSE OF THIS BULLETIN

Traditional cultural values are often central to the way a community or group defines itself, and maintaining such values is often vital to maintaining the group's sense of identity and self respect. Properties to which traditional cultural value is ascribed often take on this kind of vital significance, so that any damage to or infringement upon them is perceived to be deeply offensive to, and even destructive of, the group that values them. As a result, it is extremely important that traditional cultural properties be considered carefully in planning; hence it is important that such properties, when they are eligible for inclusion in the National Register, be nominated to the Register or otherwise identified in inventories for planning purposes.

Traditional cultural properties are often hard to recognize. A traditional ceremonial location may look like merely a mountaintop, a lake, or a stretch of river; a culturally important neighborhood may look like any other aggregation of houses, and an area where culturally important economic or artistic activities have been carried out may look like any other building, field of grass, or piece of forest in the area. As a result, such places may not necessarily come to light through the conduct of archeological, historical, or architectural surveys. The existence and significance of such locations often can be ascertained only through interviews with knowledgeable users of the area, or through other forms of ethnographic research. The subtlety with which the significance of such locations may be expressed makes it easy to ignore them; on the other hand it makes it difficult to distinguish between properties having real significance and those whose putative significance is spurious. As a result, clear guidelines for evaluation of such properties are needed.

In the 1980 amendments to the National Historic Preservation Act, the Secretary of the Interior, with the American Folklife Center, was directed to study means of:

preserving and conserving the intangible elements of our cultural heritage such as arts, skills, folklife, and folkways. . .



The German Village Historic District in Columbus, Ohio, reflects the ethnic heritage of 19th century German immigrants. The neighborhood includes many simple vernacular brick cottages with gable roofs. (Christopher Cline)

and to recommend ways to:

preserve, conserve, and encourage the continuation of the diverse traditional prehistoric, historic, ethnic, and folk cultural traditions that underlie and are a living expression of our American heritage. (NHPA 502; 16 U.S.C. 470a note)

The report that was prepared in response to 502, entitled *Cultural Conservation*, was submitted to the President and Congress on June 1, 1983, by the Secretary of the Interior. The report recommended in general that traditional cultural resources, both those that are associated with historic properties and those without specific property referents, be more systematically addressed in implementation of the National Historic Preservation Act and other historic preservation authorities. In transmitting the report, the Secretary directed the National Park Service to take several actions to implement its recommendations. Among other actions, the Service was directed to prepare guidelines to assist in the documentation of intangible cultural resources, to coordinate the incorporation of provisions for the consideration of such resources into Departmental planning documents and administrative manuals, and to encourage the identification and documentation of such resources by States and Federal agencies.

This bulletin has been developed as one aspect of the Service's response to the *Cultural Conservation* report and the Secretary's direction. It is intended to be an aid in determining whether properties thought or alleged to have traditional cultural significance are eligible for inclusion in the National Register. It is meant to assist Federal agencies, State Historic Preservation Officers (SHPOs), Certified Local Governments, Indian Tribes, and other historic preservation practitioners who need to evaluate such properties when nominating them for inclusion in the National Register or when considering their eligibility for the Register as part of the review process prescribed by the Advisory Council on Historic Preservation under 106 of the National Historic Preservation Act. It is designed to supplement other National Register guidance, particularly *How to Apply the National Register Criteria for Evaluation and Guidelines for Completing National Register of Historic Places Forms*. It should be used in conjunction with these two Bulletins and other applicable guidance available from the National Register, when applying the National Register Criteria and preparing documentation to support nominations or determinations that a given property is or is not eligible for inclusion in the Register.

This Bulletin is also responsive to the American Indian Religious Free-

dom Act (AIRFA) of 1978, which requires the National Park Service, like other Federal agencies, to evaluate its policies and procedures with the aim of protecting the religious freedoms of Native Americans (Pub. L. 95341 2). Examination of the policies and procedures of the National Register suggests that while they are in no way intended to be so interpreted, they can be interpreted by Federal agencies and others in a manner that excludes historic properties of religious significance to Native Americans from eligibility for inclusion in the National Register. This in turn may exclude such properties from the protections afforded by 106, which may result in their destruction, infringing upon the rights of Native Americans to use them in the free exercise of their religions. To minimize the likelihood of such misinterpretation, this Bulletin gives special attention to properties of traditional cultural significance to Native American groups, and to discussing the place of religion in the attribution of such significance.

The fact that this Bulletin gives special emphasis to Native American properties should not be taken to imply that only Native Americans ascribe traditional cultural value to historic properties, or that such ascription is common only to ethnic minority groups in general. Americans of every ethnic origin have properties to

which they ascribe traditional cultural value, and if such properties meet the National Register criteria, they can and should be nominated for inclusion in the Register.

This Bulletin does not address cultural resources that are purely "intangible"—i.e. those that have no property referents—except by exclusion. The Service is committed to ensuring that such resources are fully considered in planning and decision making by Federal agencies and others. Historic properties represent only some aspects of culture, and many other aspects, not necessarily reflected in properties as such, may be of vital importance in maintaining the integrity of a social group. However, the National Register is not the appropriate vehicle for recognizing cultural values that are purely intangible, nor is there legal authority to address them under 106 unless they are somehow related to a historic property.

The National Register lists, and 106 requires review of effects on, tangible cultural resources—that is, historic properties. However, the attributes that give such properties significance, such as their association with historical events, often are intangible in nature. Such attributes cannot be ignored in evaluating and managing historic properties; properties and their intangible attributes of significance must be considered together.

This Bulletin is meant to encourage its users to address the intangible cultural values that may make a property historic, and to do so in an evenhanded way that reflects solid research and not ethnocentric bias.

Finally, no one should regard this Bulletin as the only appropriate source of guidance on its subject, or interpret it rigidly. Although traditional cultural properties have been listed and recognized as eligible for inclusion in the National Register since the Register's inception, it is only in recent years that organized attention has been given to them. This Bulletin represents the best guidance the Register can provide as of the late 1980s, and the examples listed in the bibliography include the best known at this time.² It is to be expected that approaches to such properties will continue to evolve. This Bulletin also is meant to supplement, not substitute for, more specific guidelines, such as those used by the National Park Service with respect to units of the National Park System and those used by some other agencies, States, local governments, or Indian tribes with respect to their own lands and programs.

² It is notable that most of these examples are unpublished manuscripts. The literature pertaining to the identification and evaluation of traditional cultural properties, to say nothing of their treatment, remains a thin one.



These sandbars in the Rio Grande River are eligible for inclusion in the National Register because they have been used for generations by the people of Sandia Pueblo for rituals involving immersion in the river's waters. (Thomas F. King)

ETHNOGRAPHY, ETHNOHISTORY, ETHNOCENTRISM

Three words beginning with “ethno” will be used repeatedly in this Bulletin, and may not be familiar to all readers. All three are derived from the Greek *ethnos*, meaning “nation;” and are widely used in the study of anthropology and related disciplines.

Ethnography is the descriptive and analytic study of the culture of particular groups or communities. An ethnographer seeks to understand a community through interviews with its members and often through living in and observing it (a practice referred to as “participant observation”).

Ethnohistory is the study of historical data, including but not necessarily limited to, documentary data pertaining to a group or community, using an ethnographic perspective.

Ethnographic and ethnohistorical research are usually carried out by specialists in cultural anthropology, and by specialists in folklore and folklife, sociology, history, archeology and related disciplines with appropriate technical training.³

Ethnocentrism means viewing the world and the people in it only from the point of view of one’s own culture and being unable to sympathize with the feelings, attitudes, and beliefs of someone who is a member of a different culture. It is particularly important to understand, and seek to avoid, ethnocentrism in the evaluation of traditional cultural properties. For ex-

ample, Euroamerican society tends to emphasize “objective” observation of the physical world as the basis for making statements about that world. However, it may not be possible to use such observations as the major basis for evaluating a traditional cultural property. For example, there may be nothing observable to the outsider about a place regarded as sacred by a Native American group. Similarly, such a group’s belief that its ancestors emerged from the earth at a specific location at the beginning of time may contradict Euroamerican science’s belief that the group’s ancestors migrated to North America from Siberia. These facts in no way diminish the significance of the locations in question in the eyes of those who value them; indeed they are irrelevant to their significance. It would be ethnocentric in the extreme to say that “whatever the Native American group says about this place, I can’t see anything here so it is not significant” or “since I know these people’s ancestors came from Siberia, the place where they think they emerged from the earth is of no significance.” It is vital to evaluate properties thought to have traditional cultural significance from the standpoint of those who may ascribe such significance to them, whatever one’s own perception of them, based on one’s own cultural values, may be. This is not to say that a group’s assertions about the significance of a place should not be questioned or subjected to critical analysis, but they should not be rejected based on the premise that the beliefs they reflect are inferior to one’s own.

EVALUATION, CONSIDERATION, AND PROTECTION

One more point that should be remembered in evaluating traditional cultural properties—as in evaluating any other kind of properties—is that establishing that a property is eligible for inclusion in the National Register does not necessarily mean that the property must be protected from disturbance or damage. Establishing that a property is eligible means that it must be considered in planning Federal, federally assisted, and federally licensed undertakings, but it does not mean that such an undertaking cannot be allowed to damage or destroy it.

Consultation must occur in accordance with the regulations of the Advisory Council (36 CFR Part 800) to identify, and if feasible adopt, measures to protect it, but if in the final analysis the public interest demands that the property be sacrificed to the needs of the project, there is nothing in the National Historic Preservation Act that prohibits this.

This principle is especially important to recognize with respect to traditional cultural properties, because such properties may be valued by a relatively small segment of a community that, on the whole, favors a project that will damage or destroy it. The fact that the community as a whole may be willing to dispense with the property in order to achieve the goals of the project does not mean that the property is not significant, but the fact that it is significant does not mean that it cannot be disturbed, or that the project must be foregone.

³ For a detailed discussion of the qualifications that a practitioner of ethnography or ethnohistory should possess, see Appendix II.

II. TRADITIONAL CULTURAL VALUES IN PRESERVATION PLANNING

Traditional cultural properties, and the beliefs and institutions that give them significance, should be systematically addressed in programs of preservation planning and in the historic preservation components of land use plans. One very practical reason for this is to simplify the identification and evaluation of traditional cultural properties that may be threatened by construction and land use projects. Identifying and evaluating such properties can require detailed and extensive consultation, interview programs, and ethnographic fieldwork as discussed below. Having to conduct such activities may add considerably to the time and expense of compliance with 106, the National Environment Policy Act, and other authorities. Such costs can be reduced significantly, however, by early, proactive planning that identifies significant properties or areas likely to contain significant properties before specific

projects are planned that may affect them, identifies parties likely to ascribe cultural value to such properties, and establishes routine systems for consultation with such parties.

The *Secretary of the Interior's Standards for Preservation Planning* provide for the establishment of "historic contexts" as a basic step in any preservation planning process be it planning for the comprehensive survey of a community or planning a construction project. A historic context is an organization of available information about, among other things, the cultural history of the area to be investigated, that identifies "the broad patterns of development in an area that may be represented by historic properties" (48 FR 44717). The traditions and traditional lifeways of a planning area may represent such "broad patterns," so information about them should be used as a basis for historic context development.

The *Secretary of the Interior's Guidelines for Preservation Planning* emphasize the need for organized public participation in context development (48 FR 44717). The Advisory Council on Historic Preservation's *Guidelines for Public Participation in Historic Preservation Review* (ACHP 1988) provide detailed recommendations regarding such participation. Based on these standards and guidelines, groups that may ascribe traditional cultural values to an area's historic properties should be contacted and asked to assist in organizing information on the area. Historic contexts should be considered that reflect the history and culture of such groups as the groups themselves understand them, as well as their history and culture as defined by Euroamerican scholarship, and processes for consultation with such groups should be integrated into routine planning and project review procedures.

III. IDENTIFYING TRADITIONAL CULTURAL PROPERTIES

Some traditional cultural properties are well known to the residents of an area. The San Francisco Peaks in Arizona, for example, are extensively documented and widely recognized as places of extreme cultural importance to the Hopi, Navajo, and other American Indian people of the Southwest, and it requires little study to recognize that Honolulu's Chinatown is a place of cultural importance to the city's Asian community. Most traditional cultural properties, however, must be identified through systematic study, just as most other kinds of historic properties must be identified. This section of the Bulletin will discuss some factors to consider in identifying traditional cultural properties.⁴

ESTABLISHING THE LEVEL OF EFFORT

Any comprehensive effort to identify historic properties in an area, be the area a community, a rural area, or the area that may be affected by a construction or land-use project, should include a reasonable effort to identify traditional cultural properties. What constitutes a "reasonable" effort depends in part on the likelihood that such properties may be present. The likelihood that such properties may be present can be reliably assessed only on the basis of background knowledge of the area's history, ethnography, and contemporary society developed through preservation planning. As a general although not in-



Honolulu's Chinatown reflects the cultural values and traditions of its inhabitants not only in its architectural details but also in its organization of space and the activities that go on there. (Ramona K. Mullahey)

⁴ For general guidelines for identification see the *Secretary of the Interior's Standards and Guidelines for Identification* (48 FR 44720-23), *Guidelines for Local Surveys: A Basis for Preservation Planning* (National Register of Historic Places bulletin) and *Identification in Historic Preservation Review: a Decisionmaking Guide* (ACHP/DOI 1988).

variable rule, however, rural areas are more likely than urban areas to contain properties of traditional cultural importance to American Indian or other native American communities, while urban areas are more likely to contain properties of significance to ethnic and other traditional neighborhoods.

Where identification is conducted as part of planning for a construction or land-use project, the appropriate level of effort depends in part on whether the project under consideration is the type of project that could affect traditional cultural properties. For example, as a rule the rehabilitation of historic buildings may have relatively little potential for effect on such properties. However, if a rehabilitation project may result in displacement of residents, "gentrification" of a neighborhood, or other sociocultural impacts, the possibility that the buildings to be rehabilitated, or the neighborhood in which they exist, may be ascribed traditional cultural value by their residents or others should be considered. Similarly, most day-to-day management activities of a land managing agency may have little potential for effect on traditional cultural properties, but if the management activity involves an area or a kind of resource that has high significance to a traditional group—for example, timber harvesting in an area where an Indian tribe's religious practitioners may continue to carry out traditional ceremonies—the potential for effect will be high.

These general rules of thumb aside, the way to determine what constitutes a reasonable effort to identify traditional cultural properties is to consult those who may ascribe cultural significance to locations within the study area. The need for community participation in planning identification, as in other forms of preservation planning, cannot be over-emphasized.

CONTACTING TRADITIONAL COMMUNITIES AND GROUPS

An early step in any effort to identify historic properties is to consult with groups and individuals who have special knowledge about and in-

terests in the history and culture of the area to be studied. In the case of traditional cultural properties, this means those individuals and groups who may ascribe traditional cultural significance to locations within the study area, and those who may have knowledge of such individuals and groups. Ideally, early planning will have identified these individuals and groups, and established how to consult with them. As a rule, however, the following steps are recommended:

BACKGROUND RESEARCH

An important first step in identifying such individuals and groups is to conduct background research into what is already recorded about the area's history, ethnography, sociology, and folklife. Published and unpublished source material on the historic and contemporary composition of the area's social and cultural groups should be consulted; such source material can often be found in

the anthropology, sociology, or folklife libraries of local universities or other academic institutions. Professional and nonprofessional students of the area's social and cultural groups should also be consulted—for example, professional and avocational anthropologists and folklorists who have studied the area. The SHPO and any other official agency or organization that concerns itself with matters of traditional culture—for example, a State Folklorist or a State Native American Commission—should be contacted for recommendations about sources of information and about groups and individuals to consult.

MAKING CONTACT

Having reviewed available background data, the next step is to contact knowledgeable groups and individuals directly, particularly those groups that are native to the area or have resided there for a long time. Some such groups have official repre-

Federal agencies and others have found a variety of ways to contact knowledgeable parties in order to identify and evaluate traditional cultural properties. Generally speaking, the detail and complexity of the methods employed depend on the nature and complexity of the properties under consideration and the effects the agency's management or other activities may have on them. For example:

- The Black Hills National Forest designated a culturally sensitive engineer to work with local Indian tribes in establishing procedures by which the tribes could review Forest Service projects that might affect traditional cultural properties;
- The Air Force sponsored a conference of local traditional cultural authorities to review plans for deployment of an intercontinental missile system in Wyoming, resulting in guidelines to ensure that effects on traditional cultural properties would be minimized.
- The New Mexico Power Authority employed a professional cultural anthropologist to consult with Native American groups within the area to be affected by the Four Corners Power Project.
- The Ventura County (California) Flood Control Agency consulted with local Native American groups designated by the State Native American Heritage Commission to determine how to handle human remains to be exhumed from a cemetery that had to be relocated to make way for a flood control project.
- The Utah State Historic Preservation Officer entered into an agreement with the American Folklife Center to develop a comprehensive overview of the tangible and intangible historic resources of Grouse Creek, a traditional Mormon cowboy community.
- The Forest Service contracted for a full-scale ethnographic study to determine the significance of the Helkau Historic District on California's Six Rivers National Forest.

sentatives—the tribal council of an Indian tribe, for example, or an urban neighborhood council. In other cases, leadership may be less officially defined, and establishing contact may be more complicated. The assistance of ethnographers, sociologists, folklorists, and others who may have conducted research in the area or otherwise worked with its social groups may be necessary in such cases, in order to design ways of contacting and consulting such groups in ways that are both effective and consistent with their systems of leadership and communication.

It should be clearly recognized that expertise in traditional cultural values may not be found, or not found solely, among contemporary community leaders. In some cases, in fact, the current political leadership of a community or neighborhood may be hostile to or embarrassed about traditional matters. As a result, it may be necessary to seek out knowledgeable parties outside the community's official political structure. It is of course best to do this with the full knowledge and cooperation of the community's contemporary leaders; in most cases it is appropriate to ask such leaders to identify members of the community who are knowledgeable about traditional cultural matters, and use these parties as an initial network of consultants on the group's traditional values. If there is serious hostility between the group's contemporary leadership and its traditional experts, however, such cooperation may not be extended, and efforts to consult with traditional authorities may be actively opposed. Where this occurs, and it is necessary to proceed with the identification and evaluation of properties—for example, where such identification and evaluation are undertaken in connection with review of an undertaking under 106—careful negotiation and mediation may be necessary to overcome opposition and establish mutually acceptable ground rules for consultation. Again, the assistance of anthropologists or others with training and experience in work with the community, or with similar communities, may be necessary.

FIELDWORK

Fieldwork to identify properties of traditional cultural significance involves consultation with knowledge-



The Helkau Historic District, in the Six Rivers National Forest of California, is eligible for inclusion in the National Register because of its association with significant cultural practices of the Tolowa, Yorok, Karuk, and Hoopa Indian tribes of the area, who have used the district for generations to make medicine and communicate with spirits. (Theodoratus Cultural Research)

able parties, coupled with field inspection and recordation of locations identified as significant by such parties. It is often appropriate and efficient to combine such fieldwork with surveys to identify other kinds of historic properties, for example archeological sites and properties of architectural significance. If combined fieldwork is conducted, however, the professional standards appropriate to each kind of fieldwork should be adhered to, and appropriate expertise in each relevant discipline should be represented on the study team. The kinds of expertise typically needed for a detailed ethnographic study of traditional cultural properties are outlined in Appendix II. Applicable research standards can be found in *Systematic Fieldwork, Volume 2: Ethnographic Analysis and Data Management*. (Werner and Schoepfle 1986)

CULTURALLY SENSITIVE CONSULTATION

Since knowledge of traditional cultural values may not be shared readily with outsiders, knowledgeable parties should be consulted in cultural contexts that are familiar and reasonable to them. It is important to understand the role that the information being solicited may play in the culture of those

from whom it is being solicited, and the kinds of rules that may surround its transmittal. In some societies traditional information is regarded as powerful, even dangerous. It is often believed that such information should be transmitted only under particular circumstances or to particular kinds of people. In some cases information is regarded as a valued commodity for which payment is in order, in other cases offering payment may be offensive. Sometimes information may be regarded as a gift, whose acceptance obligates the receiver to reciprocate in some way, in some cases by carrying out the activity to which the information pertains.

It may not always, or even often, be possible to arrange for information to be sought in precisely the way those being consulted might prefer, but when it is not, the interviewer should clearly understand that to some extent he or she is asking those interviewed to violate their cultural norms. The interviewer should try to keep such violations to a minimum, and should be patient with the reluctance that those interviewed may feel toward sharing information under conditions that are not fully appropriate from their point of view.

Culturally sensitive consultation may require the use of languages other than English, the conduct of

community meetings in ways consistent with local traditional practice, and the conduct of studies by trained ethnographers, ethnohistorians, sociologists, or folklorists with the kinds of expertise outlined in Appendix II. Particularly where large projects or large land areas are involved, or where it is likely that particularly sensitive resources may be at issue, formal ethnographic studies should be carried out, by or under the supervision of a professionally qualified cultural anthropologist.

FIELD INSPECTION AND RECORDATION

It is usually important to take knowledgeable consultants into the field to inspect properties that they identify as significant. In some cases such properties may not be discernible as such to anyone but a knowledgeable member of the group that ascribes significance to them; in such cases it may be impossible even to find the relevant properties, or locate them accurately, without the aid of such parties. Even where a property is readily discernible as such to the outside observer, visiting the property may help a consultant recall information about it that he or she is unlikely to recall during interviews at a remote location, thus making for a richer and more complete record.

Where the property in question has religious significance or supernatural connotations, it is particularly important to ensure that any visit is carried out in accordance with appropriate modes of behavior. In some cases, ritual purification is necessary before a property can be approached, or spirits must be propitiated along the way. Some groups forbid visits to such locations by menstruating women or by people of inappropriate ages. The taking of photographs or the use of electronic recording equipment may not be appropriate. Appropriate ways to approach the property should be discussed with knowledgeable consultants before undertaking a field visit.

To the extent compatible with the cultural norms of the group involved, traditional cultural properties should be recorded on National Register of Historic Places forms or their equivalent.⁵ Where items normally included in a National Register nomination or request for a determination of eligibility cannot be included (for ex-

ample, if it is culturally inappropriate to photograph the property), the reasons for not including the item should be explained. To the extent possible in the property's cultural context, other aspects of the documentation (for example, verbal descriptions of the property) should be enhanced to make up for the items not included.

If making the location of a property known to the public would be culturally inappropriate, or compromise the integrity of the property or associated cultural values (for example, by encouraging tourists to intrude upon the conduct of traditional practices), the "Not for Publication" box on the National Register form should be checked; this indicates that the reproduction of locational information is prohibited, and that other information contained in the nomination will not be reproduced without the permission of the nominating authority. In the case of a request for a determination of eligibility in which a National Register form is not used, the fact that the information is not for publication should be clearly speci-

fied in the documentation, so that the National Register can apply the same controls to this information as it would to restricted information in a nomination.⁶

RECONCILING SOURCES

Sometimes an apparent conflict exists between documentary data on traditional cultural properties and the testimony of contemporary consultants. The most common kind of conflict occurs when ethnographic and ethnohistorical documents do not identify a given place as playing an important role in the tradition and culture of a group, while contemporary members of the group say the property does have such a role. More rarely, documentary sources may indicate that a property does have cultural significance while contemporary sources say it does not. In some cases, too, contemporary sources may disagree about the significance of a property.



Much of the significance of traditional cultural properties can be learned only from testimony of the traditional people who value them, like this old man being interviewed in Truk. (Micronesia Institute)

⁵ For general instructions on the completion of National Register documentation, see *How to Complete the National Register of Historic Places Form*.

⁶ Section 304 of the National Historic Preservation Act provides the legal authority to withhold National Register information from the public when release might "create a substantial risk of harm, theft, or destruction." For detailed guidelines concerning restricting access to information see the National Register bulletin entitled, *Guidelines for Restricting Information About Historic and Prehistoric Resources*.

Where available documents fail to identify a property as culturally significant, but contemporary sources identify it as such, several points should be considered.

- (a) Ethnographic and ethnohistorical research has not been conducted uniformly in all parts of the nation; some areas are better documented than others simply because they have been the focus of more research.
- (b) Ethnographic and ethnohistorical documents reflect the research interests of those who prepared them; the fact that one does not identify a property as culturally important may reflect only the fact that the individual who prepared the report had research interests that did not require the identification of such properties.
- (c) Some kinds of traditional cultural properties are regarded by those who value them as the loci of supernatural or other power, or as having other attributes that make people reluctant to talk about them. Such properties are not likely to be recorded unless someone makes a very deliberate effort to do so, or unless those who value them have a special reason for revealing the information—for example, a perception that the property is in some kind of danger.

Particularly because properties of traditional cultural significance are often kept secret, it is not uncommon for them to be “discovered” only when something threatens them—for example, when a change in land-use is proposed in their vicinity. The sudden revelation by representatives of a cultural group which may also have other economic or political interests in the proposed change can lead quickly to charges that the cultural significance of a property has been invented only to obstruct or otherwise influence those planning the change. This may be true, and the possibility that traditional cultural significance is attributed to a property only to advance other, unrelated interests should be carefully considered. However, it also may be that until the change was proposed, there simply was no reason for those who value the property to reveal its existence or the significance they ascribe to it.

Where ethnographic, ethnohistorical, historical, or other sources identify a property as having cultural significance, but contemporary sources say that it lacks such significance, the interests of the contemporary sources should be carefully considered. Individuals who have economic interests in the potential development of an area may be strongly motivated to deny its cultural significance. More subtly, individuals who regard traditional practices and beliefs as backward and contrary to the

best contemporary interests of the group that once ascribed significance to a property may feel justified in saying that such significance has been lost, or was never ascribed to the property. On the other hand, of course, it may be that the documentary sources are wrong, or that the significance ascribed to the property when the documents were prepared has since been lost.

Similar consideration must be taken into account in attempting to reconcile conflicting contemporary sources. Where one individual or group asserts that a property has traditional cultural significance, and another asserts that it does not or where there is disagreement about the nature or extent of a property’s significance, the motives and values of the parties, and the cultural constraints operating on each, must be carefully analyzed.

In general, the only reasonably reliable way to resolve conflict among sources is to review a wide enough range of documentary data, and to interview a wide enough range of authorities to minimize the likelihood either of inadvertent bias or of being deliberately misled.

Authorities consulted in most cases should include both knowledgeable parties within the group that may attribute cultural value to a property and appropriate specialists in ethnography, sociology, history, and other relevant disciplines.⁷

⁷ For excellent examples of studies designed in whole or in part to identify and evaluate traditional cultural properties based on both documentary sources and the testimony of consultants, see Bean and Vane 1978; Carroll 1983; Johnston and Budy 1983; Stoffle and Dobyns 1982, 1983; Theodoratus 1979.

IV. DETERMINING ELIGIBILITY: STEP BY STEP

Whether a property is known in advance or found during an identification effort, it must be evaluated with reference to the National Register Criteria for Evaluation (36 CFR Part 60) in order to determine whether it is eligible for inclusion in the Register. This section discusses the process of evaluation as a series of sequential steps. In real life of course, these steps are often collapsed into one another or taken together.

STEP ONE: ENSURE THAT THE ENTITY UNDER CONSIDERATION IS A PROPERTY

Because the cultural practices or beliefs that give a traditional cultural property its significance are typically still observed in some form at the time the property is evaluated, it is sometimes perceived that the intangible practices or beliefs themselves, not the property, constitute the subject of evaluation. There is naturally a dynamic relationship between tangible and intangible traditional cultural resources, and the beliefs or practices associated with a traditional cultural property are of central importance in defining its significance. However, it should be clearly recognized at the outset that the National Register does not include intangible resources themselves. The entity evaluated must be a tangible property—that is, a district, site, building, structure, or object.⁸ The relationship between the property and the beliefs or practices associated with it should be carefully considered, however, since it is the beliefs and practices that may give the property its significance and make it eligible for inclusion in the National Register.

Construction by human beings is a necessary attribute of buildings and structures, but districts, sites, and objects do not have to be the products

of, or contain, the work of human beings in order to be classified as properties. For example, the National Register defines a “site” as “the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archeological value regardless of the value of any existing structure.”⁹ Thus a property may be defined as a “site” as long as it was the location of a significant event or activity, regardless of whether the event or activity left any evidence of its occurrence. A culturally significant natural landscape may be classified as a site, as may the specific location where significant traditional events, activities, or cultural observances have taken place. A natural object such as a tree or a rock outcrop may be an eligible object if it is associated with a significant tradition or use. A concentration, linkage, or continuity of such sites or objects, or of structures comprising a culturally significant entity, may be classified as a district.

In considering the eligibility of a property that contains no observable evidence of human activity, however, the documentary or oral evidence for the association of the property with traditional events, activities or observances should be carefully weighed and assessed. The National Register discourages the nomination of natural features without sound documentation of their historical or cultural significance.

STEP TWO: CONSIDER THE PROPERTY’S INTEGRITY

In order to be eligible for inclusion in the Register, a property must have “integrity of location, design, setting, materials, workmanship, feeling, and association” (36 CFR Part 60).

In the case of a traditional cultural property, there are two fundamental questions to ask about integrity. First, does the property have an integral relationship to traditional cultural practices or beliefs; and second, is the condition of the property such that the relevant relationships survive?

INTEGRITY OF RELATIONSHIP

Assessing the integrity of the relationship between a property and the beliefs or practices that may give it significance involves developing some understanding about how the group that holds the beliefs or carries out the practices is likely to view the property. If the property is known or likely to be regarded by a traditional cultural group as important in the retention or transmittal of a belief, or to the performance of a practice, the property can be taken to have an integral relationship with the belief or practice, and vice-versa.

For example, imagine two groups living along the shores of a lake. Each group practices a form of baptism to mark an individual’s acceptance into the group. Both carry out baptism in the lake. One group, however, holds that baptism is appropriate in any body of water that is available; the lake happens to be available, so it is used, but another lake, a river or creek, or a swimming pool would be just as acceptable. The second group regards baptism in this particular lake as essential to its acceptance of an individual as a member. Clearly the lake is integrally related to the second group’s practice, but not to that of the first.

⁸ See *How to Apply the National Register Criteria for Evaluation* for discussion of property types.

⁹ See *How to Complete the National Register Form*.

INTEGRITY OF CONDITION

Like any other kind of historic property, a property that once had traditional cultural significance can lose such significance through physical alteration of its location, setting, design, or materials. For example, an urban neighborhood whose structures, objects, and spaces reflect the historically rooted values of a traditional social group may lose its significance if these aspects of the neighborhood are substantially altered.

In some cases a traditional cultural property can also lose its significance through alteration of its setting or environment. For example, a location used by an American Indian group for traditional spirit questing is unlikely to retain its significance for this purpose if it has come to be surrounded by housing tracts or shopping malls.

A property may retain its traditional cultural significance even though it has been substantially modified, however. Cultural values are dynamic, and can sometimes accommodate a good deal of change. For example, the Karuk Indians of northwestern California continue to carry on world renewal rites, ancient ceremonies featuring elaborate dances, songs, and other ritual activities, along a stretch of the Klamath River that is now the site of a highway, a Forest Service Ranger Station, a number of residences, and a timber cutting operation. Specific locations important in aspects of the ceremony remain intact, and accommodation has been reached between the Karuk and other users of the land. The State Department of Transportation has even erected "Ritual Crossing" signs at locations where the Karuk religious practitioners cross the highway, and built shallow depressions into the roadway which are filled with sand in advance of the ceremony, so the feet of the practitioners need not be profaned by contact with man-made macadam. As this example shows, the integrity of a possible traditional cultural property must be considered with reference to the views of traditional practitioners; if its integrity has not been lost in their eyes, it probably has sufficient integrity to justify further evaluation.

Some kinds of traditional cultural significance also may be retained regardless of how the surroundings of a



Cannonball Island, off Cape Alava on the coast of Washington State, is a traditional cultural property of importance to the Makah Indian people. It was used in the past, and is still used today, as a navigation marker for Makah fisherman, who established locations at sea by triangulation from this and other landmarks. It also was a lookout point for seal and whale hunters and for war parties, a burial site, and a kennel for dogs raised for their fur. (Makah Cultural and Research Center Archives)

property may be changed. For example, the First African Baptist Church Cemetery in Philadelphia, rediscovered during archeological work in advance of highway construction in 1985, has considerable cultural significance for the congregation that traces descent from those interred in the Cemetery, and for Philadelphia's African American community in general, even though its graves had been buried under fill and modern construction for many decades.

It should also be recalled that even if a property has lost integrity as a possible traditional cultural property, it may retain integrity with reference to some other aspect of significance. For example, a property whose cultural significance has been lost through disturbance may still retain archeological deposits of significance for their information content, and a neighborhood whose traditional residents no longer ascribe significance to it may contain buildings of architectural importance.

STEP THREE: EVALUATE THE PROPERTY WITH REFERENCE TO THE NATIONAL REGISTER CRITERIA

Assuming the entity to be evaluated is a property, and that it retains

integrity, it is next necessary to evaluate it against the four basic National Register Criteria set forth in the National Register regulations (36 CFR Part 60). If the property meets one or more of the criteria, it may be eligible; if it does not, it is not eligible.¹⁰

CRITERION (A): ASSOCIATION WITH EVENTS THAT HAVE MADE A SIGNIFICANT CONTRIBUTION TO THE BROAD PATTERNS OF OUR HISTORY.

The word "our" in this criterion may be taken to refer to the group to which the property may have traditional cultural significance, and the word "history" may be taken to include traditional oral history as well as recorded history. For example, Mt. Tonaachaw on Moen Island in Truk, Federated States of Micronesia, is in the National Register in part because of association with oral traditions about the establishment of Trukese society.

"Events" can include specific moments in history of a series of events reflecting a broad pattern or theme.

¹⁰ For general guidelines, see *How to Apply the National Register Criteria for Evaluation*.

For example, the ongoing participation of an ethnic or social group in an area's history, reflected in a neighborhood's buildings, streetscapes, or patterns of social activity, constitutes such a series of events.

The association of a property with significant events, and its existence at the time the events took place, must be documented through accepted means of historical research. The means of research normally employed with respect to traditional cultural properties include ethnographic, ethnohistorical, and folklore studies, as well as historical and archeological research. Sometimes, however, the actual time a traditional event took place may be ambiguous; in such cases it may be impossible, and to some extent irrelevant, to demonstrate with certainty that the property in question existed at the time the traditional event occurred. For example, events recounted in the traditions of Native American groups may have occurred in a time before the creation of the world as we know it, or at least before the creation of people. It would be fruitless to try to demonstrate, using the techniques of history and science, that a given location did or did not objectively exist in a time whose own existence cannot be demonstrated scientifically. Such a demonstration is unnecessary for purposes of eligibility determination; as long as the tradition itself is rooted in the history of the group, and associates the property with traditional events, the association can be accepted.

CRITERION (B): ASSOCIATION WITH THE LIVES OF PERSONS SIGNIFICANT IN OUR PAST.

Again, the word "our" can be interpreted with reference to the people who are thought to regard the property as traditionally important. The word "persons" can be taken to refer both to persons whose tangible, human existence in the past can be inferred on the basis of historical, ethnographic, or other research, and to "persons" such as gods and demigods who feature in the traditions of a group. For example, Tahquitz Canyon in southern California is included in the National Register in part because of its association with Tahquitz,

a Cahuilla Indian demigod who figures importantly in the tribe's traditions and is said to occupy an obsidian cave high in the canyon.

CRITERION (C)(1):¹¹ EMBODIMENT OF THE DISTINCTIVE CHARACTERISTICS OF A TYPE, PERIOD, OR METHOD OF CONSTRUCTION.

This subcriterion applies to properties that have been constructed, or contain constructed entities—that is, buildings, structures, or built objects. For example, a neighborhood that has traditionally been occupied by a particular ethnic group may display particular housing styles, gardens, street furniture or ornamentation distinctive of the group. Honolulu's Chinatown, for example, embodies the distinctive cultural values of the City's Asian community in its architecture, landscaping, signage, and ornamentation.

¹¹ Note: Criterion (C) is not subdivided into subcriteria (1), (2), etc. in 36 CFR Part 60.4. The subdivision given here is only for the convenience of the reader.

CRITERION (C)(2): REPRESENTATIVE OF THE WORK OF A MASTER.

A property identified in tradition or suggested by scholarship to be the work of a traditional master builder or artisan may be regarded as the work of a master, even though the precise identity of the master may not be known.

CRITERION (C)(3): POSSESSION OF HIGH ARTISTIC VALUES.

A property made up of or containing art work valued by a group for traditional cultural reasons, for example a petroglyph or pictograph site venerated by an Indian group, or a building whose decorative elements reflect a local ethnic groups distinctive modes of expression, may be viewed as having high artistic value from the standpoint of the group.



In Trukese tradition, the Tonaachaw Historic District was the location to which Sowukachaw, founder of the Trukese society, came and established his meetinghouse at the beginning of Trukese history. The mountain, in what is now the Federated States of Micronesia, is a powerful landmark in the traditions of the area. (Lawrence E. Aten)

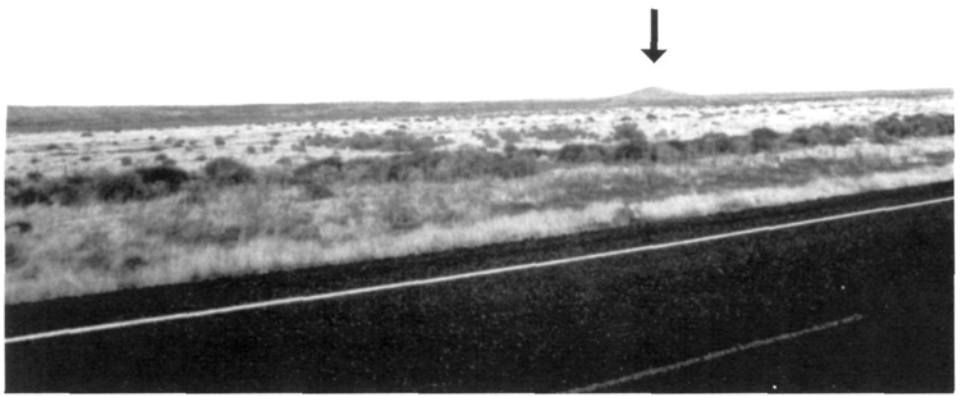
**CRITERION (C)(4):
REPRESENTATIVE OF A
SIGNIFICANT AND
DISTINGUISHABLE ENTITY
WHOSE COMPONENTS
MAY LACK INDIVIDUAL
DISTINCTION.**

A property may be regarded as representative of a significant and distinguishable entity, even though it lacks individual distinction, if it represents or is an integral part of a larger entity of traditional cultural importance. The larger entity may, and usually does, possess both tangible and intangible components. For example, certain locations along the Russian River in California are highly valued by the Pomo Indians, and have been for centuries, as sources of high quality sedge roots needed in the construction of the Pomo's world famous basketry.

Although the sedge fields themselves are virtually indistinguishable from the surrounding landscape, and certainly indistinguishable by the untrained observer from other sedge fields that produce lower quality roots, they are representative of, and vital to, the larger entity of Pomo basketmaking. Similarly, some deeply venerated landmarks in Micronesia are natural features, such as rock outcrops and groves of trees; these are indistinguishable visually (at least to the outside observer) from other rocks and trees, but they figure importantly in chants embodying traditional sailing directions and lessons about traditional history. As individual objects they lack distinction, but the larger entity of which they are a part—Micronesian navigational and historical tradition—is of prime importance in the area's history.

**CRITERION (D): HISTORY
OF YIELDING, OR
POTENTIAL TO YIELD,
INFORMATION
IMPORTANT IN
PREHISTORY OR HISTORY.**

Properties that have traditional cultural significance often have already yielded, or have the potential to yield, important information through ethnographic, archeological, sociological, folkloric, or other stud-



Many traditional cultural properties look like very little on the ground. The small protuberance in the center of this photo, known to residents of the Hanford Nuclear Reservation in Washington State as Goose Egg Hill, is regarded by the Yakima Indians of the area as the heart of a goddess who was torn apart by jealous compatriots. They scattered her pieces across the landscape, creating a whole complex of culturally significant landforms. (Thomas F. King)

ies. For example, ethnographic and ethnohistorical studies of Kaho'olawe Island in Hawai'i, conducted in order to clarify its eligibility for inclusion in the National Register, have provided important insights into Hawai'ian traditions and culture and into the history of twentieth century efforts to revitalize traditional Hawai'ian culture.

Similarly, many traditional American Indian village sites are also archeological sites, whose study can provide important information about the history and prehistory of the group that lived there. Generally speaking, however, a traditional cultural property's history of yielding, or potential to yield, information, if relevant to its significance at all, is secondary to its association with the traditional history and culture of the group that ascribes significance to it.

**STEP 4:
DETERMINE WHETHER ANY
OF THE NATIONAL
REGISTER CRITERIA
CONSIDERATIONS (36 CFR
60.4) MAKE THE PROPERTY
INELIGIBLE**

Generally speaking, a property is not eligible for inclusion in the Register if it represents a class of properties to which one or more of the six "criteria considerations" listed in 36 CFR 60.4 applies, and is not part of a district that is eligible.

In applying the criteria considerations, it is important to be sensitive to

the cultural values involved, and to avoid ethnocentric bias, as discussed below.

**CONSIDERATION A:
OWNERSHIP BY A
RELIGIOUS INSTITUTION
OR USE FOR RELIGIOUS
PURPOSES.**

A "religious property," according to National Register guidelines, requires additional justification (for nomination) because of the necessity to avoid any appearance of judgement by government about the merit of any religion or belief.¹² Conversely, it is necessary to be careful not to allow a similar judgement to serve as the basis for determining a property to be ineligible for inclusion in the Register. Application of this criteria consideration to traditional cultural properties is fraught with the potential for ethnocentrism and discrimination. In many traditional societies, including most American Indian societies, the clear distinction made by Euroamerican society between religion and the rest of culture does not exist. As a result, properties that have traditional cultural significance are regularly discussed by those who value them in terms that have religious connotations. Inyan Karan Mountain, for example, a National Register property in the Black Hills of South Dakota, is sig-

¹² *How to Complete the National Register Form.*

nificant in part because it is the abode of spirits in the traditions of the Lakota and Cheyenne. Some traditional cultural properties are used for purposes that are definable as religious in Euroamerican terms, and this use is intrinsic to their cultural significance.

Kootenai Falls on the Kootenai River in Idaho, part of the National Register-eligible Kootenai Falls Cultural Resource District, has been used for centuries as a vision questing site by the Kootenai tribe. The Helkau Historic District in northern California is a place where traditional religious practitioners go to make medicine and commune with spirits, and Mt. Tonaachaw in Truk is an object of spiritual veneration. The fact that such properties have religious connotations does not automatically make them ineligible for inclusion in the Register.

Applying the "religious exclusion" without careful and sympathetic consideration to properties of significance to a traditional cultural group can result in discriminating against the group by effectively denying the legitimacy of its history and culture. The history of a Native American group, as conceived by its indigenous cultural authorities, is likely to reflect a kind of belief in supernatural beings and events that Euroamerican culture categorizes as religious, although the group involved, as is often the case with Native American groups, may not even have a word in its language for "religion." To exclude from the National Register a property of cultural and historical importance to such a group, because its significance tends to be expressed in terms that to the Euroamerican observer appear to be "religious" is ethnocentric in the extreme.

In simplest terms, the fact that a property is used for religious purposes by a traditional group, such as seeking supernatural visions, collecting or preparing native medicines, or carrying out ceremonies, or is described by the group in terms that are classified by the outside observer as "religious" should not by itself be taken to make the property ineligible, since these activities may be expressions of traditional cultural beliefs and may be intrinsic to the continuation of traditional cultural practices. Similarly, the fact that the group that owns a property—for example, an American Indian tribe—describes it in

religious terms, or constitutes a group of traditional religious practitioners, should not automatically be taken to exclude the property from inclusion in the Register. Criteria Consideration A was included in the Criteria for Evaluation in order to avoid allowing historical significance to be determined on the basis of religious doctrine, not in order to exclude arbitrarily any property having religious associations. National Register guidelines stress the fact that properties can be listed in or determined eligible for the Register for their association with religious history, or with persons significant in religion, if such significance has "scholarly, secular recognition."¹³ The integral relationship among traditional Native American culture, history, and religion is widely recognized in secular scholarship.¹⁴ Studies leading to the nomination of traditional cultural properties to the Register should have among their purposes the application of secular scholarship to the association of particular properties with broad patterns of traditional history and culture. The fact that traditional history and culture may be discussed in religious terms does not make it less historical or less significant to culture, nor does it make properties associated with traditional history and culture ineligible for inclusion in the National Register.

CONSIDERATION B: RELOCATED PROPERTIES.

Properties that have been moved from their historically important locations are not usually eligible for inclusion in the Register, because "the significance of (historic properties) is embodied in their locations and settings as well as in the (properties) themselves" and because "one basic purpose of the National Register is to encourage the preservation of historic properties as living parts of their communities."¹⁵ This consideration is relevant but rarely applied formally to traditional cultural properties; in most cases the property in question is a site or district which cannot be relocated in any event. Even where the property can be relocated, maintaining it on its original site is often crucial to maintaining its importance in traditional culture, and if it has been moved, most traditional authorities would regard its significance as lost.

Where a property is intrinsically portable, however, moving it does not

¹³ *How to Complete the National Register Form.*

¹⁴ For example see U.S. Commission on Civil Rights 1983; Michaelson 1986.

¹⁵ *How to Complete the National Register Form.*



The fact that a property has religious connotations does not automatically disqualify it for inclusion in the National Register. This Shaker community in Massachusetts, for example, while religious in orientation, is included in the Register because it expresses the cultural values of the Shakers as a society. (Historic American Buildings Survey)



Some traditional cultural properties may be moveable, like this traditional war canoe still in use in the Republic of Palau. (Papua Historic Preservation Officer)

destroy its significance, provided it remains "located in a historically appropriate setting."¹⁶ For example, a traditionally important canoe or other watercraft would continue to be eligible as long as it remained in the water or in an appropriate dry land context (e.g., a boathouse). A property may also retain its significance if it has been moved historically.¹⁷ For example, totem poles moved from one Northwest Coast village to another in early times by those who made or used them would not have lost their significance by virtue of the move. In some cases, actual or putative relocation even contributes to the significance of a property. The topmost peak of Mt. Tonaachaw in Truk, for example, is traditionally thought to have been brought from another island; the stories surrounding this magical relocation are parts of the mountains cultural significance.

In some cases it may be possible to relocate a traditionally significant property and still retain its significance, provided the property's "historic and present orientation, immediate setting, and general environment" are carefully considered in planning and executing the move.¹⁸ At Lake Sonoma in California, for example, the U.S. Army Corps of Engineers relocated a number of boulders contain-

ing petroglyphs having artistic, archaeological, and traditional cultural significance to protect them from inundation. The work was done in consultation with members of the local Pomo Indian tribe, and apparently did not destroy the significance of the boulders in the eyes of the tribe.¹⁹

CONSIDERATION C: BIRTHPLACES AND GRAVES.

Birthplaces and graves of famous persons are not usually eligible for inclusion in the Register as such. If the birthplace or gravesite of a historical person is significant for reasons other than its association with that person, however, the property can of course be eligible.²⁰ Thus in the case of a traditional cultural property, if someone's birth or burial within the property's boundaries was incidental to the larger traditional significance of the property, the fact that it occurred does not make the property ineligible. For example, in South Texas, the burial site of Don Pedrito Jaramillo, a well documented folk healer who practiced at the turn of the century, has for more than seventy years been a culturally significant site for the performance of traditional healing rituals

by Mexican American folk healers. Here the cultural significance of the site as a center for healing is related to the intangible belief that Don Pedrito's spirit is stronger there than in other places, rather than to the fact of his burial there.

On the other hand, it is possible for the birth or burial itself to have been ascribed such cultural importance that its association with the property contributes to its significance.

Tahquitz Canyon in southern California, for example, is in a sense the traditional "birthplace" of the entire Cahuilla Indian people. Its status as such does not make it ineligible; on the contrary, it is intrinsic to its eligibility. Mt. Tonaachaw in Truk is according to some traditions the birth-

¹⁶ *How to Complete the National Register Form.*

¹⁷ *How to Complete the National Register Form.*

¹⁸ *How to Complete the National Register Form.*

¹⁹ The location to which a property is relocated, and the extent to which it retains its integrity after relocation, must be carefully considered in judging its continued eligibility for inclusion in the National Register. See *How to Complete the National Register Form* for general guidelines.

²⁰ *How to Complete the National Register Form.*

place of the culture hero Souwooniraras, whose efforts to organize society among the islands of Truk Lagoon are the stuff of Trukese legend. The association of his birth with the mountain does not make the mountain ineligible; rather, it contributes to its eligibility.

CONSIDERATION D: CEMETERIES.

Cemeteries are not ordinarily eligible for inclusion in the Register unless they "derive (their) primary significance from graves of persons of transcendent importance, from age, from distinctive design values, or from association with historic events."²¹ Many traditional cultural properties contain cemeteries, however, whose presence contributes to their significance.

Tahquitz Canyon, for example, whose major significance lies in its association with Cahuilla traditional history, contains a number of cemeteries that are the subjects of great concern to the Cahuilla people. The fact that they are present does not render the Canyon ineligible; on the contrary, as reflections of the long historical association between the Cahuilla and the Canyon, the cemeteries reflect and contribute to the Canyon's significance. Thus the fact that a traditional cultural property is or contains a cemetery should not automatically be taken to render it ineligible.

CONSIDERATION E: RECONSTRUCTION.

A reconstructed property—that is, a new construction that ostensibly reproduces the exact form and detail of a property or portion of a property that has vanished, as it appeared at a specific period in time—is not normally eligible for inclusion in the Register unless it meets strict criteria.²² The fact that some reconstruction has occurred within the boundaries of a traditional cultural property, however, does not justify regarding the property as ineligible for inclusion in the Register. For example, individuals involved in the revitalization of traditional Hawai'ian culture and religion have reconstructed certain religious structures on the island of Kaho'olawe; while the structures themselves might not be eligible for inclusion in the Register, their con-

struction in no way diminishes the island's eligibility.

CONSIDERATION F: COMMEMORATION.

Like other properties, those constructed to commemorate a traditional event or person cannot be found eligible for inclusion in the Register based on association with that event or person alone.²³ The mere fact that commemoration is involved in the use or design of a property should not be taken to make the property ineligible, however. For example, traditional meetinghouses in the Republic of Palau, included in the National Register, are typically ornamented with "story boards" commemorating traditional events; these derive their design from traditional Palauan aesthetic values, and thus contribute to the cultural significance of the structures. They connect the structures with the traditional history of the islands, and in no way diminish their cultural, ethnographic, and architectural significance.

CONSIDERATION G: SIGNIFICANCE ACHIEVED WITHIN THE PAST 50 YEARS.

Properties that have achieved significance only within the 50 years preceding their evaluation are not eligible for inclusion in the Register unless "sufficient historical perspective exists to determine that the property is exceptionally important and will continue to retain that distinction in the future."²⁴ This is an extremely important criteria consideration with respect to traditional cultural values. A significance ascribed to a property only in the past 50 years cannot be considered traditional.

As an example, consider a mountain peak used by an Indian tribe for communication with the supernatural. If the peak has been used by members of the tribe for many years, or if it was used by members of the tribe in prehistory or early history, it may be eligible, but if its use has begun only within the past 50 years, it is probably not eligible.

²¹ *How to Complete the National Register Form.*

²² *How to Complete the National Register Form.*

²³ *How to Complete the National Register Form.*

²⁴ *How to Complete the National Register Form.*



Several hundred persons visit this shrine to Don Pedrito Jaramillo, curandero (faith healer), yearly to seek his healing spirit. (Curtis Tunnell, Texas Historical Commission)



Tahquitz Canyon, in southern California, is included in the National Register because of its association with the traditions of the Cahuilla Indians. The ancestors of the Cahuilla came into this world from a lower one at the beginning of time, and an evil spirit, named Tahquitz, is believed to live in the upper reaches of the canyon. (Thomas F. King)

The fact that a property may have gone unused for a lengthy period of time, with use beginning again only recently, does not make the property ineligible for the Register. For example, assume that the Indian tribe referred to above used the mountain peak in prehistory for communication with the supernatural, but was forced to abandon such use when it was confined to a distant reservation, or when its members were converted to Christianity. Assume further that a revitalization of traditional religion has be-

gun in the last decade, and as a result the peak is again being used for vision quests similar to those carried out there in prehistory. The fact that the contemporary use of the peak has little continuous time depth does not make the peak ineligible; the peak's association with the traditional activity reflected in its contemporary use is what must be considered in determining eligibility.

The length of time a property has been used for some kinds of traditional purposes may be difficult to es-

tablish objectively. Many cultural uses may have left little or no physical evidence, and may not have been noted by ethnographers or early visitors to the area. Some such uses are explicitly kept from outsiders by members of the group ascribing significance to the property. Indirect evidence and inference must be weighed carefully, by or in consultation with trained ethnographers, ethnohistorians, and other specialists, and professional judgements made that represent one's best, good-faith interpretation of the available data.

V. DOCUMENTING TRADITIONAL CULTURAL PROPERTIES

GENERAL CONSIDERATIONS

Generally speaking, documentation of a traditional cultural property, on a National Register nomination form or in eligibility documentation, should include a presentation of the results of interviews and observations that systematically describe the behavior, beliefs, and knowledge that are germane to understanding the property's cultural significance, and an organized analysis of these results. The data base from which the formal nomination or eligibility determination documents are derived should normally include appropriate tape recordings, photographs, field notes, and primary written records.

Obtaining and presenting such documentation can present special challenges, however. First, those who ascribe significance to the property may be reluctant to allow its description to be committed to paper, or to be filed with a public agency that might release information about it to inappropriate people. Second, documentation necessarily involves addressing not only the physical characteristics of the property as perceived by an outside observer, but culturally significant aspects of the property that may be visible or knowable only to those in whose traditions it is significant. Third, boundaries are often difficult to define. Fourth, in part because of the difficulty involved in defining boundaries, it is important to address the setting of the property.

THE PROBLEM OF CONFIDENTIALITY

Particularly where a property has supernatural connotations in the minds of those who ascribe significance to it, or where it is used in ongoing cultural activities that are not readily shared with outsiders, it may be strongly desired that both the nature and the precise location of the property be kept secret. Such a desire on the part of those who value a property should of course be respected, but it presents considerable problems for the use of National Register data in planning. In simplest terms, one cannot protect a property if one does not know that it is there.

The need to reveal information about something that one's cultural system demands be kept secret can present agonizing problems for traditional groups and individuals. It is one reason that information on traditional cultural properties is not readily shared with Federal agencies and others during the planning and environmental review of construction and land use projects. However concerned one may be about the impacts of such a project on a traditional cultural property, it may be extremely difficult to express these concerns to an outsider if one's cultural system provides no acceptable mechanism for doing so. These difficulties are sometimes hard for outsiders to understand, but they should not be underestimated. In some cultures it is sincerely believed that sharing information inappropriately with outsiders will lead to death or severe injury to one's family or group.

As noted above, information on historic properties, including traditional cultural properties, may be kept

confidential under the authority of 304 of the National Historic Preservation Act.²⁵ This may not always be enough to satisfy the concerns of those who value, but fear the results of releasing information on, traditional cultural properties. In some cases these concerns may make it necessary not to nominate such properties formally at all, or not to seek formal determinations of eligibility, but simply to maintain some kind of minimal data in planning files. For example, in planning deployment of the MX missile system in Wyoming, the Air Force became aware that the Lakota Indian tribe in the area had concerns about the project's impacts on traditional cultural properties, but was unwilling to identify and document the precise locations and significance of such properties. To resolve this problem, Air Force representatives met with the tribe's traditional cultural authorities and indicated where they wanted to construct the various facilities required by the deployment; the tribe's authorities indicated which of these locations were likely to present problems, without saying what the nature of the problems might be. The Air Force then designed the project to minimize use of such areas. In a narrow sense, obviously, the Air Force did not go through the process of evaluation recommended by this Bulletin; no specific properties were identified or evaluated to determine their eligibility for inclusion in the National Register. In a broader sense, however, the Air Force's approach represents excellent practice in the identification and treatment of traditional cultural prop-

²⁵ For details regarding maintaining confidentiality, see *Guidelines for Restricting Information About Historic and Prehistoric Resources*.

erties. The Air Force consulted carefully and respectfully with those who ascribed traditional cultural significance to properties in the area, and sought to accommodate their concerns. The tribe responded favorably to this approach, and did not take undue advantage of it. Presumably, had the tribe expressed concern about such expansive or strategically located areas as to suggest that it was more interested in impeding the deployment than in protecting its valued properties the Air Force would have had to use a different approach.

In summary: the need that often exists to keep the location and nature of a traditional cultural property secret can present intractable problems. These must be recognized and dealt with flexibly, with an understanding of the fact that the management problems they may present to Federal agencies or State Historic Preservation Officers may pale into insignificance when compared with the wrenching cultural conflicts they may present to those who value the properties.

DOCUMENTING VISIBLE AND NON-VISIBLE CHARACTERISTICS

Documentation of a traditional cultural property should present not only its contemporary physical appearance and, if known, its historical appearance, but also the way it is described in the relevant traditional belief or practice. For example, one of the important cultural locations on Mt. Tonaachaw in Truk is an area called "Neepisaram," which physically looks like nothing but a grassy slope near the top of the mountain. In tradition, however, it is seen as the ear of "kuus," a metaphorical octopus identified with the mountain, and as the home of "Saraw," a warrior spirit/barracuda. Obviously a nomination of "Neepisaram" would be incomplete and largely irrelevant to its significance if it identified it only as a grassy slope near the top of the mountain.

PERIOD OF SIGNIFICANCE

Describing the period of significance for a traditional cultural property can be an intellectual challenge, particularly where the traditions of a Native American or Micronesian group are involved. In such cases

there are often two different kinds of "periods." One of these is the period in which, in tradition, the property gained its significance—the period during which the Cahuilla people emerged from the lower world through Tahquitz Canyon, or the period when civilization came to Truk through the magical arrival of the culture-bearer Sowukachaw on Mt. Tonaachaw. Such periods often have no fixed referent in time as it is ordinarily construed by Euroamerican scholarship.²⁶ To the Cahuilla, their ancestors simply emerged from the lower world at the beginning of human life on earth, whenever that may have been. A Trukese traditional authority will typically say simply that Sowukachaw came to Truk "*nóómw nóómw nóómw*" (long, long ago). It is usually fruitless, and of little or no relevance to the eligibility of the property involved for inclusion in the National Register, to try to relate this sort of traditional time to time as measured by Euroamerican history. Traditional "periods" should be defined in their own terms. If a traditional group says a property was created at the dawn of time, this should be reported in the nomination or eligibility documentation; for purposes of National Register eligibility there is no need to try to establish whether, according to Euroamerican scholarship or radiocarbon age determination, it really was created at the dawn of time.

The second period that is often relevant to a traditional property is its period of use for traditional purposes. Although direct, physical evidence for such use at particular periods in the past may be rare in the case of properties used by native American groups, it is usually possible to fix a period of use, at least in part, in ordinary chronological time. Establishing the period of use often involves the weighing of indirect evidence and inference. Interviews with traditional cultural authorities are usually the main sources of data, sometimes, supplemented by the study of historical accounts or by archeological investigations. Based on such sources of data it should be possible at least to reach supportable inferences about whether generations before the present one have used a property for traditional

purposes, suggesting that it was used for such purposes more than fifty years ago. It is seldom possible to determine when the traditional use of property began, however—this tends to be lost, as it were, in the mists of antiquity.

BOUNDARIES

Defining the boundaries of a traditional cultural property can present considerable problems. In the case of the Helkau Historic District in northern California, for example, much of the significance of the property in the eyes of its traditional users is related to the fact that it is quiet, and that it presents extensive views of natural landscape without modern intrusions.

These factors are crucial to the medicine making done by traditional religious practitioners in the district. If the boundaries of the district were defined on the basis of these factors, however, the district would take in a substantial portion of California's North coast Range. Practically speaking, the boundaries of a property like the Helkau District must be defined more narrowly, even though this may involve making some rather arbitrary decisions. In the case of the Helkau District, the boundary was finally drawn along topographic lines that included all the locations at which traditional practitioners carry out medicine-making and similar activities, the travel routes between such locations, and the immediate viewshed surrounding this complex of locations and routes.

In defining boundaries, the traditional uses to which the property is put must be carefully considered. For example, where a property is used as the Helkau District is used, for contemplative purposes, viewsheds are important and must be considered in boundary definition. In an urban district significant for its association with a given social group, boundaries might be established where residence or use by the group ends, or where such residence or use is no longer reflected in the architecture or spatial organization of the neighborhood. Changes in boundaries through time should also be taken into consideration.

For example, archeological evidence may indicate that a particular cultural practice occurred within particular boundaries in the past, but the practice today may occur within dif-

²⁶ Except, perhaps, by some of the more esoteric subfields of cosmology and quantum mechanics.

ferent boundaries perhaps larger, perhaps smaller, perhaps covering different areas. The fact that such changes have taken place, and the reasons they have taken place, if these can be ascertained, should be documented and considered in developing a rationale for the boundaries identified in the nomination or eligibility documentation.

DESCRIBING THE SETTING

The fact that the boundaries of a traditional cultural property may be drawn more narrowly than they would be if they included all significant viewsheds or lands on which

noise might be intrusive on the practices that make the property significant does not mean that visual or auditory intrusions occurring outside the boundaries can be ignored. In the context of eligibility determination or nomination, such intrusions if severe enough may compromise the property's integrity. In planning subsequent to nomination or eligibility determination, the Advisory Council's regulations define "isolation of the property from or alteration of the character of the property's setting" as an adverse effect "when that character contributes to the property's qualification for the National Register" (36 CFR 800.9(b)(2)). Similarly, the

Council's regulations define as adverse effects "introduction of visual, audible, or atmospheric elements that are out of character with the property or alter its setting" (36 CFR 800.9(b)(3)).

To assist in determining whether a given activity outside the boundaries of a traditional cultural property may constitute an adverse effect, it is vital that the nomination form or eligibility documentation discuss those qualities of a property's visual, auditory, and atmospheric setting that contribute to its significance, including those qualities whose expression extends beyond the boundaries of the property as such into the surrounding environment.



Individual structures can have traditional cultural significance, like this Yapese men's house, used by Yapese today in the conduct of deliberations on matters of cultural importance. (Yap State Historic Preservation Office)

COMPLETING REGISTRATION FORMS

The following discussion is organized with reference to the National Register of Historic Places Registration Form (NPS 10-900), which must be used in nominating properties to the National Register. To the extent feasible, documentation supporting a request for a determination of eligibility should be organized with reference to, and if possible using, the Registration Form as well. Where the instructions given in the National Register bulletin entitled *How to Complete the National Register Registration Form*, are sufficient without further discussion, this is indicated.

1. Name of Property

The name given a traditional cultural property by its traditional users should be entered as its **historic name**. Names, inventory reference numbers, and other designations ascribed to the property by others should be entered under **other names/site number**.

2. Location

Follow *How to Complete the National Register Registration Form*, but note discussion of the problem of confidentiality above.

3. Classification

Follow *How to Complete the National Register Registration Form*.

4. State/Federal Agency Certification

Follow *How to Complete the National Register Registration Form*.

5. National Park Service Certification

To be completed by National Register.

6. Function or Use

Follow *How to Complete the National Register Registration Form*.

7. Description

Follow *How to Complete the National Register Registration Form* as applicable. It may be appropriate to address both visible and non-visible aspects of the property here, as discussed under General Considerations above; alternatively, non-visible aspects of the property may be discussed in the statement of significance.

8. Statement of Significance

Follow *How to Complete the National Register Registration Form*, being careful to address significance with sensitivity for the viewpoints of those who ascribe traditional cultural significance to the property.

9. Major Bibliographical References

Follow *How to Complete the National Register Registration Form*. Where oral sources have been employed, append a list of those consulted and identify the locations where field notes, audio or video tapes, or other records of interviews are housed, unless consultants have required that this information be kept confidential; if this is the case, it should be so indicated in the documentation.

10. Geographical Data

Follow *How to Complete the National Register Registration Form* as applicable, but note the discussion of boundaries and setting under **General Considerations** above. If it is necessary to discuss the setting of the property in detail, this discussion should be appended as accompanying documentation and referenced in this section.

11. Form Prepared By

Follow *How to Complete the National Register Registration Form*.

Accompanying Documentation

Follow *How to Complete the National Register Registration Form*, except that if the group that ascribes cultural significance to the property objects to the inclusion of photographs, photographs need not be included. If photographs are not included, provide a statement explaining the reason for their exclusion.

VI. CONCLUSION

The National Historic Preservation Act, in its introductory section, establishes that “the historical and cultural foundations of the Nation should be preserved as a living part of our community life in order to give a sense of orientation to the American people”²⁷ (16 U.S.C. 470(b)(2)). The cultural foundations of America’s ethnic and social groups, be they Native American or historical immigrant, merit rec-

ognition and preservation, particularly where the properties that represent them can continue to function as living parts of the communities that ascribe cultural value to them. Many such properties have been included in the National Register, and many others have been formally determined eligible for inclusion, or regarded as such for purposes of review under 106 of the Act. Federal agencies, State

Historic Preservation Officers, and others who are involved in the inclusion of such properties in the Register, or in their recognition as eligible for inclusion, have raised a number of important questions about how to distinguish between traditional cultural properties that are eligible for inclusion in the Register and those that are not. It is our hope that this Bulletin will help answer such questions.

²⁷ 16 U.S.C. 470(b)(2).

VII. RECOMMENDED BIBLIOGRAPHY AND SOURCES

FEDERAL STANDARDS AND GUIDELINES

Advisory Council on Historic Preservation and National Park Service
1988 *Identification of Historic Properties: a Decision making Guide for Managers*. ACHP, Washington, DC.

Advisory Council on Historic Preservation
1989 *Public Participation in Section 106 Review: a Guide for Agency Officials*. ACHP, Washington, DC.

National Park Service
1983 *Archeology and Historic Preservation; Secretary of the Interior's Standards and Guidelines*. 48 FR 44716-42.

National Park Service
1988 *The Section 110 Guidelines: Guidelines for Federal Agency Responsibilities Under Section 110 of the National Historic Preservation Act*. 53 FR 4727-46.

National Park Service

National Register bulletins:

How to Apply the National Register Criteria for Evaluation

How to Complete the National Register Registration Form

Guidelines for Restricting Information About Historic and Prehistoric Resources

PROFESSIONAL TECHNICAL MANUALS

Bartis, P.
1979 *Folklife and Fieldwork*. American Folklife Center, Library of Congress, Washington, DC.

Langanese, L.L. and Celya Frank
1981 *Lives: an Anthropological Approach to Biography*. Navato. Chandler and Sharp, Inc.

Stoffle, R.W., M.C. Jake, M.J. Evans and P.A. Bunte
1981 *Establishing Native American Concerns in Social Impact Assessments*. Social Impact Assessment 65/66:3-10, New York.

Werner, O. and M. Schoepfle
1987 *Systematic Fieldwork, Volumes I and II*. Sage Publications.

EXAMPLES

Bean, Lowell J. and Sylvia B. Vane (eds.)
1978 *Persistence and Power: A Study of Native American Peoples in the Sonoran Desert and the Devers-Palo Verde High Voltage Transmission Line*. Report prepared by Cultural Systems Research, Inc., Menlo Park, CA for Southern California Edison Company, Rosemead, CA.

Bean, Lowell J. and Sylvia B. Vane (eds.)
1979 *Native Americans of Western Riverside County, California and the Devers-Mira Loma 500 kV Transmission Line Route (Lamb Canyon-Mira Loma Section)*. Report prepared by Cultural Systems Research, Inc., Menlo Park, CA, for Southern California Edison Company, Rosemead, CA.

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1982 *An Ethnographic Investigation of Sites and Locations of Cultural Significance to the Navajo People to be Affected by PNM's Four Corners to Ambrosia to Pajarito 500 kV Transmission Project*. Public Service Company of New Mexico, Albuquerque.

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Carter, T. and C. Fleischhauer
1988 *The Grouse Creek Cultural Survey: Integrating Folklife and Historic Preservation Field Research*. American Folklife Center, Library of Congress, Washington, DC.

Goldberg, S.K. and D.J. Theodoratus
1985 *Cultural Resources of the Crane Valley Hydroelectric Project Area, Madera County, California. Volume I: Ethnographic, Historic, and Archaeological Overviews and Archaeological Survey*. Report prepared by Infotec Research, Sonora CA, and Theodoratus Cultural Research, Fair Oaks, CA, for the Pacific Gas and Electric Company, San Francisco, CA.

- Hufford M.
1986 *One Space, Many Places: Folklife and Land Use in New Jersey's Pinelands National Reserve*. American Folklife Center, Library of Congress, Washington, DC.
- Johnston, James and Elizabeth Budy
1983 Lost Creek Canyon Native American Sites. National Register of Historic Places Eligibility Evaluation. Manuscript. USDA Forest Service, Lassen National Forest, CA.
- McCarthy, H. C. Blount, E. McKee and D.J. Theodoratus
1985 *Ethnographic and Historic Survey for the Big Creek Expansion Project*. Report prepared by Theodoratus Cultural Research, Fair Oaks, CA, for Southern California Edison Company, Rosemead, CA.
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- Stoffle, Richard W. and Henry E Dobyns (eds.)
1982 *Nuvagantu. Nevada Indians Comment on the Intermountain Power Project, Utah Section*. Intermountain-Adelanto Bipole 1 Transmission Line. Ethnographic (Native American) Resources. Report submitted by the Applied Urban Field School, University of Wisconsin, Parkside, Kenosha, WI, to Applied Conservation Technology, Inc.
- Stoffle, Richard W. and Henry E. Dobyns (eds.)
1983 *Pauxant Tuvip. Utah Indians Comment on the Intermountain Power Project, Utah Section*. Intermountain-Adelanto Bipole I Transmission Line. Ethnographic (Native American) Resources. Report submitted by the Applied Urban Field School, University of Wisconsin, Parkside, Kenosha, WI, to Applied Conservation Technology, Inc.
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1984 *Cultural Resources Overview of the Southern Sierra Nevada: An Ethnographic, Linguistic, Archaeological and Historical Study of the Sierra National Forest, Sequoia National Forest, and Bakersfield District of the Bureau of Land Management*. Report to the U.S. Department of Agriculture, Forest Service, South Central Contracting Office, Bishop CA.
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1978 *Balsam Meadow Cultural Resource Study: Ethnology and History*. Report prepared by Theodoratus Cultural Research, Fair Oaks, CA, for Southern California Edison Company, Rosemead, CA.
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1979 *Cultural Resources of the Chimney Rock Section, Gasquet-Orleans Road, Six Rivers National Forest*. Report prepared by Theodoratus Cultural Research, Fair Oaks, CA, for USDA Forest Service.
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- White, D.R.M. (ed.)
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VIII. APPENDIX I

A DEFINITION OF "CULTURE"

Early in this Bulletin a shorthand definition of the word "culture" is used. A longer and somewhat more complex definition is used in the National Park Service's internal cultural resource management guidelines (NPS-28). This definition is consistent

with that used in this Bulletin, and may be helpful to those who require further elucidation of the term. The definition reads as follows:

"Culture (is) a system of behaviors, values, ideologies, and social arrangements. These features, in addition to tools and expressive elements such as graphic arts, help humans interpret their universe as well as deal with features of their environments, natural and social.

Culture is learned, transmitted in a social context, and modifiable. Synonyms for culture include "lifeways," "customs," "traditions," "social practices," and "folkways." The terms "folk culture" and "folklife" might be used to describe aspects of the system that are unwritten, learned without formal instruction, and deal with expressive elements such as dance, song, music and graphic arts as well as storytelling."

IX. APPENDIX II

PROFESSIONAL

QUALIFICATIONS:

ETHNOGRAPHY

When seeking assistance in the identification, evaluation, and management of traditional cultural properties, agencies should normally seek out specialists with ethnographic research training, typically including, but not necessarily limited to:

I. Language skills: it is usually extremely important to talk in their own language with those who may ascribe value to traditional cultural properties. While ethnographic fieldwork can be done through interpreters, ability in the local language is always preferable.

II. Interview skills, for example:

- The ability to approach a potential informant in his or her own cultural environment, explain and if necessary defend one's research, conduct an interview and minimize disruption, elicit required information, and disengage from the interview in an appropriate manner so that further interviews are welcome; and
- The ability to create and conduct those types of interviews that are appropriate to the study being carried out, ensuring that the questions asked are meaningful to those being interviewed, and that answers are correctly understood through the use of such techniques as translating and back-translating. Types of interviews normally carried out by ethnographers, one or more of which may be appropriate during evaluation and documentation of a traditional cultural property, include:
 - semi-structured interview on a broad topic;
 - semi-structured interview on a narrow topic;
 - structured interview on a well defined specific topic; open ended life history/life cycle interview; and
 - genealogical interview.

III. Skill in making and accurately recording direct observations of human behavior, typically including:

- The ability to observe and record individual and group behavior in such a way as to discern meaningful patterns; and
- The ability to observe and record the physical environment in which behavior takes place, via photography, mapmaking, and written description.

IV. Skill in recording, coding, and retrieving pertinent data derived from analysis of textual materials, archives, direct observation, and interviews.

Proficiency in such skills is usually obtained through graduate and post-graduate training and supervised experience in cultural anthropology and related disciplines, such as folklore/folklife.

X. APPENDIX III LIST OF NATIONAL REGISTER BULLETINS

The Basics

How to Apply National Register Criteria for Evaluation *

Guidelines for Completing National Register of Historic Places Form

Part A: How to Complete the National Register Form *

Part B: How to Complete the National Register Multiple Property Documentation Form

Researching a Historic Property *

Property Types

Guidelines for Evaluating and Documenting Historic Aids to Navigation *

Guidelines for Identifying, Evaluating and Registering America's Historic Battlefields

Guidelines for Evaluating and Registering Historical Archeological Sites

Guidelines for Evaluating and Registering Cemeteries and Burial Places

How to Evaluate and Nominate Designed Historic Landscapes *

Guidelines for Identifying, Evaluating and Registering Historic Mining Sites

How to Apply National Register Criteria to Post Offices *

Guidelines for Evaluating and Documenting Properties Associated with Significant Persons

Guidelines for Evaluating and Documenting Properties That Have Achieved Significance Within the Last Fifty Years

Guidelines for Evaluating and Documenting Rural Historic Landscapes *

Guidelines for Evaluating and Documenting Traditional Cultural Properties *

Nominating Historic Vessels and Shipwrecks to the National Register of Historic Places

Technical Assistance

Contribution of Moved Buildings to Historic Districts; Tax Treatments for Moved Buildings; and Use of Nomination Documentation in the Part I Certification Process

Defining Boundaries for National Register Properties*

Guidelines for Local Surveys: A Basis for Preservation Planning *

How to Improve the Quality of Photographs for National Register Nominations

National Register Casebook: Examples of Documentation *

Using the UTM Grid System to Record Historic Sites

The above publications may be obtained by writing to the National Register of Historic Places, National Park Service, 1849 C Street, NW, Washington, D.C. 20240. Publications marked with an asterisk (*) are also available in electronic form on the World Wide Web at www.cr.nps.gov/nr, or send your request by e-mail to nr_reference@nps.gov.



COUNCIL COMMUNICATION

CC #: 0868
File #: 0800-03

Title: 2019 Power Source Disclosure Reports
Contact: David Siao 916-716-1613 dsiao@roseville.ca.us

Meeting Date: 7/15/2020
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the 2019 Power Source Disclosure Reports.

BACKGROUND

Senate Bill (SB) 1305, approved in 1997, directs all California retail suppliers of electricity to disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable and simple to understand manner. The SB 1305 Report is referred to as the Power Source Disclosure (PSD) Report. Roseville Electric Utility (Roseville) submits a PSD Report to the California Energy Commission by June 1st of each year, though the deadline in 2019 was pushed back to July 20. The data contained in the PSD Report is used to prepare the annual Power Content Label Report, which is normally mailed to Roseville's customers by October every year.

Beginning in 2019, Roseville Electric has two electricity products: its general electricity product and its Roseville Community Solar product. The regulation requires utilities to engage a third-party certified public accountant to perform an audit to verify the PSD Report for each of Roseville Electric's electricity products. Alternatively, publicly owned electric utilities, like Roseville, are exempt from this requirement if its City Council attests to the veracity of the annual reports per the regulations. This resolution approves the two annual PSD Report submissions serving as the attestation to the veracity of the report.

Roseville's contracts provide flexibility to its counterparties on the timing of renewable energy deliveries, which can result in significant year to year variability in Roseville's power source disclosure. Roseville's existing contracts ensure it will be in full compliance with the State Renewable Portfolio Standard (RPS) through 2024.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the 2019 Power Source Disclosure Reports.

ENVIRONMENTAL REVIEW

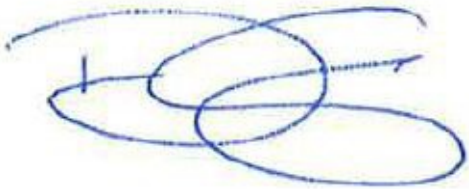
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The 2019 Power Source Disclosure Reports Resolution meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

David Siao, Electric Resources Analyst

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-277

2019 Power Source Disclosure Annual Report Roseville Community Solar - Roseville Electric

2019 Power Source Disclosure Annual Report Roseville - Roseville Electric

RESOLUTION NO. 20-277

APPROVING SUBMISSION OF THE 2019 ANNUAL POWER SOURCE DISCLOSURE
REPORTS AND ATTESTATION OF THE VERACITY OF THE ANNUAL REPORT

WHEREAS, Senate Bill 1305 (SB 1305), adopted in 1997 and now codified in California Public Utilities Code sections 398.1-398.5, established a Power Source Disclosure Program that requires retail sellers of electricity to annually submit power source disclosure reports to the California Energy Commission (CEC); and

WHEREAS, the SB 1305 Report is referred to as the Power Source Disclosure (PSD) Report and Roseville Electric Utility submits PSD Reports to the California Energy Commission (CEC) by June 1st of each year; and

WHEREAS, Roseville Electric Utility is a retail seller of electricity as defined by the Power Source Disclosure Program, and

WHEREAS, publicly owned utilities (POUs), such as Roseville Electric Utility, are exempt from the annual audit requirements if the governing body of the POU approves at a public meeting the submission to the CEC of an attestation of the veracity of the annual report, and

WHEREAS, Roseville Electric Utility staff has prepared the 2019 Annual Power Source Disclosure Reports to the CEC in accordance with the Power Source Disclosure Program requirements and deadlines.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that it has approved the submission of the 2019 Annual Power Source Disclosure Reports to the CEC and hereby provides attestation of the veracity of the annual reports submitted by staff.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2020, by the following vote on roll call.

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure
For the Year Ending December 31, 2019

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
Roseville Electric	
ELECTRICITY PORTFOLIO NAME	
Roseville Community Solar	
CONTACT INFORMATION	
Name	David Siao
Title	Electric Resources Analyst
Mailing Address	2090 Hilltop Circle
City, State, Zip	Roseville, CA 95747
Phone	916-746-1613
E-mail	dsiao@roseville.ca.us
Website URL for PCL Posting	https://www.roseville.ca.us/government/departments/electric_utility/about_us/reports_publications/power_content_label

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

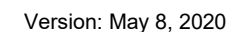
NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at <https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office>.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 654-3954.



									-	-	
									-	-	
									-	-	
PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS											
Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	N/A
										-	
										-	
										-	
										-	
										-	
										-	
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										-	
										-	
										-	
										-	

END USES OTHER THAN RETAIL SALES	MWh



INSTRUCTIONS: Enter information about retired unbundled RECs associated with this electricity portfolio. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out.

[illegible]



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source
SCHEDULE 3: ANNUAL POWER CONTENT LABEL DATA
for the year ending December 31, 2019
Roseville Electric
Roseville Community Solar

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	1,753	100.0%
Biomass & Biowaste	-	0.0%
Geothermal	-	0.0%
Eligible Hydroelectric	-	0.0%
Solar	1,753	100.0%
Wind	-	0.0%
Coal	-	0.0%
Large Hydroelectric	-	0.0%
Natural gas	-	0.0%
Nuclear	-	0.0%
Other	-	0.0%
Unspecified Power	-	0.0%
Total	1,753	100.0%

Total Retail Sales (MWh)	1,753
---------------------------------	--------------

Percentage of Retail Sales Covered by Retired Unbundled RECs	0.0%
---	-------------



**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure
ATTESTATION FORM
for the year ending December 31, 2019
Roseville Electric
Roseville Community Solar**

I, David Siao, Electric Resources Analyst, declare under penalty of perjury, that the statements contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as an authorized agent of Roseville Electric, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specified purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail customers.

Name: David Siao

Representing (Retail Supplier): Roseville Electric

Signature: _____

David Siao

Dated: 6-24-2020

Executed at: 2090 Hilltop Circle, Roseville, CA 95747



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure
For the Year Ending December 31, 2019

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
Roseville Electric	
ELECTRICITY PORTFOLIO NAME	
Roseville	
CONTACT INFORMATION	
Name	David Siao
Title	Electric Resources Analyst
Mailing Address	2090 Hilltop Circle
City, State, Zip	Roseville, CA 95747
Phone	916-746-1613
E-mail	dsiao@roseville.ca.us
Website URL for PCL Posting	https://www.roseville.ca.us/government/departments/electric_utility/about_us/reports_publications/power_content_label

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at <https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office>.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 654-3954.



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
For the Year Ending December 31, 2019
Roseville Electric
Roseville

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out. For firm-and-shaped imports, provide the EIA ID of the substitute power, not the generator ID of the RECs. For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "unspecified", "BPA," "Powerex," or "Tacoma" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell L9. Unbundled RECs must not be entered on Schedule 1 ; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	1,090,007
Net Specified Procurement (MWh)	1,146,094
Unspecified Power (MWh)	-
Procurement to be adjusted	56,087
Net Natural Gas	298,630
Net Coal & Other Fossil Fuels	-
Net Nuclear, Large Hydro & Renewables	825,493

DIRECTLY DELIVERED RENEWABLES

Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	N/A
Blackwell	Solar	CA	W4587	61892		58712	319		319	319	
Cape Scott Wind - Cape Scott Wind	Wind	BC	W4587	60600			49,091		49,091	49,091	
Dokie Wind - Dokie Wind	Wind	BC	W1992	61360			12,071		12,071	12,071	
Geothermal 1 Unit 1 - Geothermal 1	Geothermal	CA	W1254	60908		7368	20,755		20,755	20,755	
Geothermal 1 Unit 2 - Geothermal 1	Geothermal	CA	W1255	60909		7368	22,762		22,762	22,762	
Geothermal 2 Unit 4 - Geothermal 2	Geothermal	CA	W1257	60911		7369	58,130		58,130	58,130	
Geothermal Solar Unit 1 - Geo_Solar_1 Clearlake	Solar	CA	W1509	62040			39		39	39	
Geothermal Solar Unit 2 - Geo_Solar_2 Middletown	Solar	CA	W2792	62041			71		71	71	
Hydro_Solar - Hydro_Solar1	Solar	CA	W1266	62543			1		1	1	
Lewiston Powerplant - Lewiston	Eligible Hydro	CA	W1108	61044			194		194	194	
Lost Hills	Solar	CA	W4586	61893		58711	535		535	535	
Nimbus Powerplant - Nimbus Plant (2)	Eligible Hydro	CA	W1161	61045		444	2,292		2,292	2,292	
Quality Wind - Quality Wind	Wind	BC	W1992	62247			13,838		13,838	13,838	
Spicer_1_Units - Spicer Meadow Project	Eligible Hydro	CA	W1260	61580		54554	3,012		3,012	3,012	
Stampede Powerplant - Stampede (2)	Eligible Hydro	CA	W1177	61046		7066	635		635	635	
Geothermal 1 Unit 1 & 2 Onsite Load - Geothermal 1	Geothermal	CA	W4883	60908			1,212		1,212	1,212	
Klondike IIIa - Klondike Wind Power IIIa	Wind	OR	W817	60694			634		634	634	
Tri-Dam Authority - Sandbar Southern Powerhouse	Eligible hydro	CA	W489	60188		50400	43		43	43	
Agua Caliente Solar - Block 2	Solar	AZ	W2576	60894		57373	5,049		5,049	5,049	
Agua Caliente Solar - Block 3	Solar	AZ	W2668	60894		57373	6,721		6,721	6,721	
Agua Caliente Solar - Block 4	Solar	AZ	W2782	60894		57373	4,797		4,797	4,797	
GENESIS SOLAR, LLC - SGN-1	Solar	CA	W3790	60605		57394	36,856		36,856	36,856	



										-	
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										-	

END USES OTHER THAN RETAIL SALES	MWh
Total system load net retail sales (ie, line losses a	48,991



INSTRUCTIONS: Enter information about retired unbundled RECs associated with this electricity portfolio. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out.

[illegible]



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source
SCHEDULE 3: ANNUAL POWER CONTENT LABEL DATA
for the year ending December 31, 2019
Roseville Electric
Roseville

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	326,161	29.9%
Biomass & Biowaste	-	0.0%
Geothermal	102,859	9.4%
Eligible Hydroelectric	6,176	0.6%
Solar	100,965	9.3%
Wind	116,161	10.7%
Coal	-	0.0%
Large Hydroelectric	488,789	44.8%
Natural gas	242,543	22.3%
Nuclear	23,844	2.2%
Other	-	0.0%
Unspecified Power	8,670	0.8%
Total	1,090,007	100.0%
Total Retail Sales (MWh)		1,090,007
Percentage of Retail Sales Covered by Retired Unbundled RECs		0.0%



**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure
ATTESTATION FORM
for the year ending December 31, 2019
Roseville Electric
Roseville**

I, David Siao, Electric Resources Analyst, declare under penalty of perjury, that the statements contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as an authorized agent of Roseville Electric, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specified purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail customers.

Name: David Siao

Representing (Retail Supplier): Roseville Electric

Signature: _____

David Siao

Dated: 6-25-2020

Executed at: 2090 Hilltop Circle, Roseville, CA 95747



COUNCIL COMMUNICATION

CC #: 0869
File #: 1006-01

Title: 330 Vernon Street - 60-Day Lease Extension
Contact: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Meeting Date: 7/15/2020
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Lease Amendment Extension for a 60-day period (from August 1, 2020 to September 30, 2020) for the United States Postal Service.

BACKGROUND

The United States Postal Service (USPS) lease of 330 Vernon Street was originally scheduled to expire on April 30, 2020. However, in March of this year staff requested a 90-day extension of that lease (from May 1, 2020 to July 31, 2020) to allow staff time to respond to the USPS' Request for Proposals (RFP). Staff was successful in responding to the RFP and is now requesting an additional 60-day extension to allow the USPS to remain operational at 330 Vernon Street, while completing the necessary Tenant Improvements for the USPS' new space at 116 S. Grant Street. The proposed extension will only extend the lease dates and no other terms of the agreement will change.

FISCAL IMPACT

With the proposed lease extension the City will continue to collect rent based on a rate of \$121,554 per year, prorated at approximately \$10,130 per month. There is no additional fiscal impact associated with this action and adopting the resolution will not impact the General Fund.

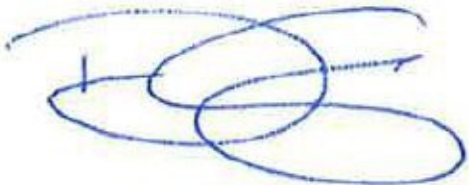
ENVIRONMENTAL REVIEW

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 Statute §15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Wayne Wiley, Economic Development Manager

Laura Matteoli, Economic Development Director

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. 20-278

Attachment 1 - USPS Lease Extension

RESOLUTION NO. 20-278

APPROVING A 60-DAY LEASE EXTENSION, BY AND BETWEEN
THE CITY OF ROSEVILLE AND THE UNITED STATES POSTAL SERVICE, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, Lease Extension: 003 for Lease: QG0000349667 for a 60-Day Lease Extension for the property located at 330 Vernon Street in Roseville, California, by and between the City of Roseville and the United States Postal Service, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 60-Day Lease Extension 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



Lease Extension

Facility Name/Location

VERNON RETAIL STATION (056624-009)
330 VERNON ST, ROSEVILLE, CA 95678-9998

Lease Extension No: 003

Lease: QG0000349667

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 04/09/2010, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to extend said Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

To extend the terms and conditions of the said Lease, as the same may have been modified or amended, for a fixed term basis beginning 08/01/2020 and ending 09/30/2020 at an annual rental of \$121,554.00.

In all other respects, the Lease shall remain the same and is hereby confirmed.



Lease Extension

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: CITY OF ROSEVILLE

_____ Name & Title	_____ Name & Title
_____ Name & Title	_____ Name & Title
_____ Name & Title	_____ Name & Title
_____ Name & Title	_____ Name & Title

Landlord's Address: CITY OF ROSEVILLE
311 VERNON STREET

ROSEVILLE, CA Zip+495678-2649

Landlord's Telephone Number(s): (916) 774 - 5200 (916) 774 - 5200

Federal Tax Identification No.: XX-XXX0409

Witness

Witness

- Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Diana K Alvarado _____
Contracting Officer Signature of Contracting Officer

Pacific FSO 1300 Evans Avenue Suite 200, San Francisco , CA 94188-8200
Address of Contracting Officer



COUNCIL COMMUNICATION

CC #: 0877
File #: 0800-02

Title: Water, Wastewater, and Solid Waste Services Utility Rate Study – Professional Services Agreement
Contact: Janet Vargas 916-774-5557 jvargas@roseville.ca.us

Meeting Date: 7/15/2020
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve a professional services agreement with IB Consulting, LLC for a rate study for the Water, Wastewater, and Waste Services utilities, and authorize the City Manager to execute it.

BACKGROUND

The Environmental Utilities (EU) Department is coordinating the preparation of a Water, Wastewater, and Waste Services utility rate study for upcoming fiscal years 2022 and 2023. The scope of the cost-of-service rate study includes a ten-year financial forecast, comprehensive financial planning and rate model (both an update to the existing Water and Wastewater model and the development of a Proposition 218-compliant model for Waste Services), review and potential update of fiscal policies, and documentation of the rate study analyses.

EU's existing Water and Wastewater rates model was created by Raftelis Financial Consultants. The two principal Raftelis consultants on that project have since formed their own firm, IB Consulting. Because of IB Consulting's familiarity with EU's budgeting and forecasting, their assistance on revising the waste services model would ensure consistency across the entire model.

FISCAL IMPACT

This agreement has a not-to-exceed limit of \$97,625.00. Funding is included in the FY2020-21 budgets of the Water, Wastewater, and Waste Services Operations Funds.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

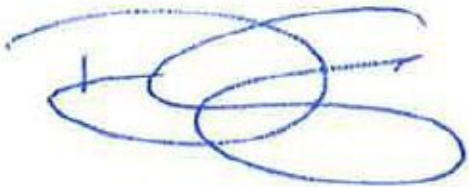
a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The EU utility rate study meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Janet Vargas, EU Business Administrator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-286

PSA - IB Consulting

RESOLUTION NO. 20-286

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

WHEREAS, a professional services agreement for a Utility Rate Study for Water, Wastewater, and Solid Waste Services, by and between the City of Roseville and IB Consulting, 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

PROFESSIONAL SERVICES AGREEMENT

Utility Rate Study for Water, Wastewater, and Solid Waste Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation (“CITY”), and IB Consulting,
LLC, a California limited liability company (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of a utility rate study for
water, wastewater, and solid waste services; and

WHEREAS, CONSULTANT has prepared a proposal dated May 4, 2020, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT “A,” attached hereto and incorporated herein by this
reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT “B,” attached hereto and incorporated herein by this reference. Total compensation shall not exceed ninety-seven thousand, six hundred twenty-five dollars (\$97,625).

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

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

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

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

<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 \$2,000,000 aggregate

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office (“ISO”) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

f. Self-Insured Retentions. All self-insured retentions (“SIR”) must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

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

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the

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

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

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

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

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

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the

release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

18. 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.

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

CITY OF ROSEVILLE

Janet Vargas
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Habib Isaac
319838 Temecula Parkway, Ste. A-350
Temecula, CA 92592

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

IB CONSULTING, LLC, a California
limited liability company

BY: _____
DOMINICK CASEY
City Manager

BY: Habit Isaac
its: Managing Partner

ATTEST:

and

BY: Andrea Bowling
its: Managing Partner

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Richard D. Plecker
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”



Solutions through Collaboration

City of Roseville

Submittal Date:

May 04, 2020



About Us



IB Consulting, LLC (IB Consulting) is a recently formed public consulting firm located in Temecula, California and is a certified Women Business Enterprise / Minority Business Enterprise (WMBE) with Supplier Clearinghouse. As co-founders of the firm and leading experts in the utility rate industry, Habib Isaac and Andrea Boehling have specialized in the public finance consulting sector for 17 years and 13 years, respectively. Collectively, we have assisted hundreds of cities and special districts throughout California with financial planning, utility rate development, fiscal impact analysis, impact fees as well as the formation of dedicated funding mechanisms, such as assessments, standby charges, and special taxes.

Our mission is to establish long-term relationships with clients and provide ongoing consulting services that extend beyond a specific project and spans multiple financial service needs. Whether the work involves a utility rate study, capacity fee update, or the formation of a new special tax or assessment, these projects contribute to the overall strategic objectives of the agency and influence other initiatives. Our approach focuses on only working with a handful of municipalities concurrently to ensure our services generate tailored deliverables and quick responsiveness to all correspondence. Focusing on only a few clients allows a “hands-on” approach to projects, fosters more thoughtful discussions, ensures we are available when needed, and generates viable solutions for consideration by staff and elected officials. We aim to collaborate with our clients on multiple fronts to develop a holistic understanding of the various policy decisions facing our clients. With this underlying approach to our consulting practice, we encourage our clients to connect with us to obtain our perspective whenever needed, and we will provide insightful solutions from our industry experiences.

Habib Isaac - Principal | Managing Partner
319838 Temecula Parkway, Suite A #350
Temecula, CA. 92592
951-595-9354

Andrea Boehling - Principal | Managing Partner
319838 Temecula Parkway, Suite A #350
Temecula, CA. 92592
615-870-9371



Executive Summary

The City is requesting a cost of service updates to its water, wastewater and solid waste rates as their previous comprehensive cost of service study was approved in May 2019. The last study was for two years and covered FY 2020 and FY 2021. With the last year of approved rates going into effect on July 1, 2020, updating the City's utility studies is prudent timing to have the cost of service completed and proposed rates available for FY 2022 and beyond. The City is seeking a qualified consulting firm with a well-versed and experienced project team to assist with the development of a new financial plans and rates that are consistent between all three utilities, easily updatable, and can be used for periodic financial updates, especially when determining each fiscal year's proposed rate adjustments. Augmenting our project team, we have included David Davis with MSW Consultants (MSW) for technical support with solid waste. David is President of MSW and is also located in the Temecula area.

Mr. Isaac and Ms. Boehling both have intimate knowledge with the City and the Environmental Utilities Department (EU) through the completion of the previous study in 2019. Our familiarity with the EU's budget process, financial structure, and staff expectations for mitigating customer impacts allows us to hit the ground running with the new study and develop additional enhancements to the models. With this institutional knowledge for all three enterprises and comprehensive understanding of the EU's current rate structure, we intend to leverage our familiarity with the City and develop a customized model driven by the following criteria:

- Reflects the financial structure of the City to ensure the rate models and budgets succinctly connect to one another for ease of use by EU staff;
- Maintains consistency between all three utilities models and overall flow of the models;
- Documents costs incurred by the City and how those costs are recovered through the proposed rates, including costs that may be passed-through;
- Provide the ability to evaluate various financial plan alternatives as well as rate structure alternatives for consideration and discussion.

Meet Our Team



Habib Isaac

PRINCIPAL | MANAGING PARTNER



Andrea Boehling

PRINCIPAL | MANAGING PARTNER

Habib and Andrea will work in concert with staff to prepare a framework outlining the overall approach, develop a nexus for rates, deliberate on policy decisions, facilitate all meetings and workshops, and prepare a final report with a key focus on quality.

Habib and Andrea have been working in tandem together for over eight years and have completed more than 50 utility rate studies throughout California, where Habib and Andrea were the primary contacts for the project. With their unique skillsets complementing one another, forming their consulting practice was a natural progression in their careers. Both are managing partners of the firm and, for this engagement, staff will benefit from two seasoned utility rate experts as a resource for all financial-related matters. Habib and Andrea will both be intimately involved with all aspects of the project and deliverables. Over the last two years, they have led the completion of more than 24 utility rate studies and have worked for a number of Northern California agencies:

- Citrus Heights Water District;
- Sacramento Suburban Water District;
- City of Roseville (water / wastewater / solid waste);
- City of Livermore (water / wastewater);
- City of Galt (water / wastewater);
- Elk Grove Water District;
- Delta Diablo Wastewater Agency;
- Monterey County Water Resource Agency;
- City of San Jose;
- Patterson Irrigation District

MSW Technical Support



David Davis, CMA

PRESIDENT

David is a Certified Management Accountant (CMA) and an expert in solid waste macro-economics and micro-economics. David has conducted solid waste studies and audits for numerous local governments throughout California. Over the course of these engagements, he has audited over 30 separate waste hauling companies including MarBorg Industries and Waste Management, Inc.

David will provide technical support with the development of the financial plan, long-term revenue requirements - including emerging State mandates, cost of service analysis and rate design.

With direct experience in executive management positions for both local governments, and in the private sector, David has served as the chief financial officer for hauling and landfill divisions of a national waste management company and has provided solid waste consulting service to over 60 local government agencies. David is an active contributor in the solid waste industry, and has served on the Board of Directors of the Southern California Waste Management Forum (SCWMF) since 1999. He is the founder and president of MSW Consultants, located in Murrieta, California. MSW has led the completion numerous solid waste and audit studies and have worked for a number of California agencies:

- County of Monterey;
- City of Santa Barbara;
- City of Santa Maria;
- City of Glendale;
- City of Hawthorne;
- City of Los Angeles;
- City of Orange;
- City Palm Springs;
- City of Rancho Palos Verdes;
- City of Vernon



Scope of Services

With the City entering its last year of noticed rates, it is prudent timing to initiate an independent review and update of its utility rates to meet the substantive provisions of Proposition 218. We will work in concert with staff and will both be in attendance at all staff meetings. We will design the new utility rate models with specific enhancements in mind that will provide additional functionality and ease of use. We will walk EU staff through each component of the models as they are built to incorporate ongoing training from day 1. We understand the importance of developing a sound, accurate financial plan for each utility to determine future revenue requirements over the next five to ten years. The detailed scope below addresses the proposed tasks and are listed in chronological order with how we envision working through the development of new rates.

TASK 1: DATA COLLECTION AND KICK-OFF MEETING

As part of project initiation, we will meet with staff to discuss the overall approach to the project, an initial timeline for completion and identify key milestones. To ensure a productive kick-off webinar, we will first provide a data request of the items required for developing updated financial plans, cost of service analyses, and corresponding rates for each utility. Ideally, the kick-off webinar will be scheduled two weeks after the data request is submitted to allow for compiling and reviewing data in preparation for the meeting. During our call, we will discuss any clarifying questions we have regarding data received and we will identify any policy consideration requiring additional discussion with staff.

The primary objectives of the kick-off meeting are to develop an initial framework of the study, introduce key personnel of the project team and the City, and discuss cost drivers and State mandates moving forward. We will discuss rate alternatives to evaluate and identify any new costs incurred. Any new costs will be specifically discussed to determine how they should connect to either fixed charges and/or variable rates.

Meetings: One (1) kick-off call with staff to discuss the data needs and overall approach of the study and monthly conference calls / webinars to review the development of financial plan and proposed rates.

Deliverable: Data request, PowerPoint for kick-off discussion and meeting minutes.

Project Management: We will facilitate all calls and prepare agendas.

City Staff Impact: Provide any readily available data based on request prior to the meeting and participate on conference calls.

TASK 2: FINANCIAL PLAN DEVELOPMENT

We will review the City's revenue requirements to ensure all costs are captured, including debt coverage and reserve funding. We will include both historical financial performance and projected revenue requirements for the next 10-years. Our review will extend through a 20-year planning period to capture any significant capital project costs on the horizon that may require a slow build-up of cash to offset significant revenue needs in future years, inline with the City's current funding approach. The historical financial data will provide a reference for revenue and expense trends, new line items added over the years, and a means to conduct a revenue check. Recalculating revenue with the raw billing data will be compared to actual revenue recovered within the City's audited financials. Doing so will provide an initial quality assurance check that the raw billing data and units of service driving the updated model is fundamentally sound for forecasting revenue needs to meet the City's revenue requirements. This will also allow us to model "what-if" scenarios with changes to growth, water demand (including drought rates), wastewater flows, solid waste tonage, and chargeable units.

Expenses will also be projected over the planning period and will incorporate separate inflationary categories including, but not limited to, salaries, benefits, energy, and treatment costs. These inflationary adjustments will be included as a pull-down menu for staff to select on a line item basis within the expenditure listing. We will include existing debt service schedules and the model will have the ability to issue new debt as an option for capital funding.

As part of this task, we will also revisit the City's reserve policies and either confirm or make recommendations on certain adjustments to the policy with reasoning behind such adjustments. As part of our evaluation, we will identify types of reserves to include, reserve targets to achieve in connection with the purpose of the reserve, and minimum targets to consistently maintain for each. Through discussions with staff, we will finalize the revenue requirements for each utility that will flow through the cost of service and rate analysis.

The financial plan model will include an infographic interface (Financial Dashboard) created with the end-user in mind. The Financial Dashboard will include, but not limited to, the utility's current financial operating position, required capital needs with funding sources, the makeup of reserve requirements, and ending reserve balances. The Financial Dashboard will be used to develop viable options to meet each utility's objectives. We will collaborate with staff and discuss the differences between each option as it relates to the financial health of the utility enterprises. In each financial plan, we will identify key metrics to ensure each financial plan option generates financial sufficiency, minimizes rate fluctuations through level adjustments, and generates adequate annual net cash to comply with bond covenants.

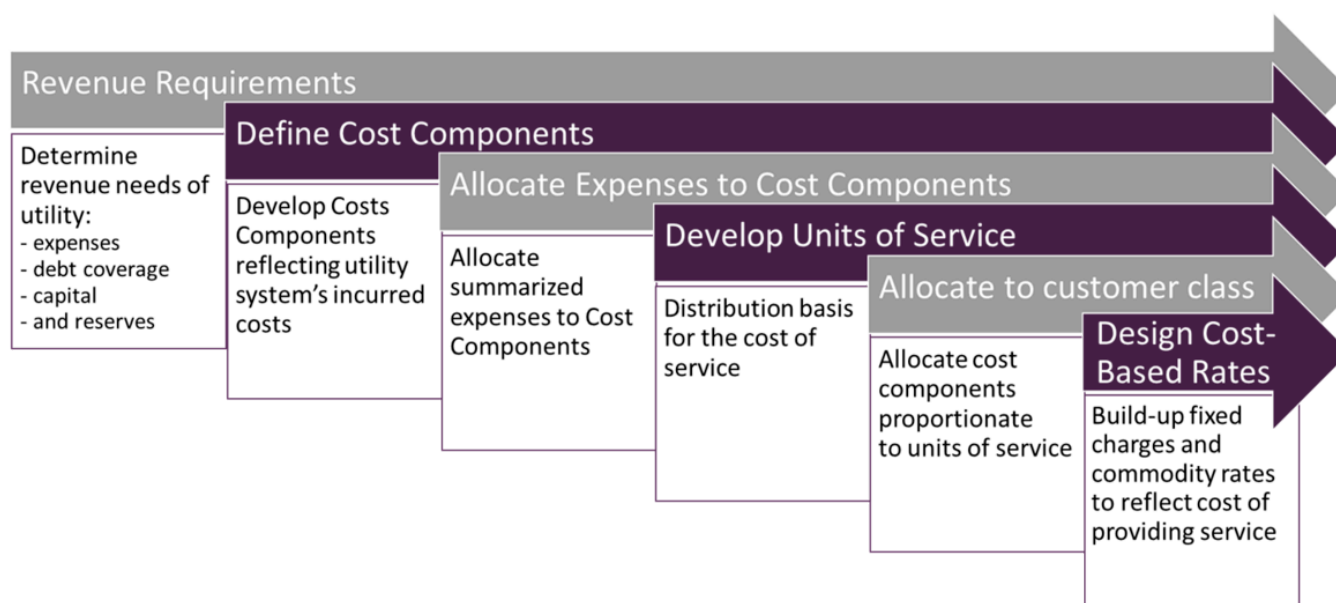
Meetings: Two (2) webinars with staff to review revenue requirements and financial plan.

Deliverable: Financial plan models.

Project Management: We will hold 2 GoToMeeting webinars with staff to go through revenue requirements, financial plan, and discuss cost of service integration.

City Staff Impact: Available from time-to-time to discuss budget, specific costs, reserve policies and participate in 2 webinars.

TASK 3: COST OF SERVICE / RATE ANALYSIS



The cost of service analysis is a critical component of any rate study and directly ties to how rates will adjust, which ultimately impacts customer bills and provides a sound nexus between costs incurred and proposed rates. We will evaluate different options for the amount of revenue recovered from the City's fixed charges versus how much is recovered from the commodity rates for each utility. Adjustments between the fixed / variable split will be driven by identifying which costs may be shifted from being recovered from the variable component to a fixed component and why. A thorough updated consumption analysis will be conducted to capture new units of service and provide insight on the amount of revenue recovered between fixed charges and commodity rates. We will evaluate this revenue recovery matrix to determine if adjustments should be made for revenue sufficiency, affordability, and if cost allocations should be recalibrated based on the updated units of service within each utility. We will dive into these critical issues as we design rates and develop a sound, logical rate structure that is cost-based through a systematic approach with staff.

The comprehensive consumption analysis of City customers will determine how usage trends have changed since the previous study as well as the peaking characteristics of each customer type. As part of this task, we will perform sensitivity analysis with any potential changes to the rate structures. Any change to the rate structure could also impact revenue stability and we will identify the percent of revenue expected to come from each customer class while limiting the amount of revenue reliance through commodity rates. Expenses will be summarized based on functional categories which would then be allocated to cost components to show the make-up of the proposed fixed charges and commodity rates. With the completion of the initial cost of service and rate analysis, we will walk staff through the rate analysis of each utility model. The end result will clearly and succinctly show the cost components that make up the rates and their percentage of total charges.

Meetings: 3 webinars to review and discuss the cost of service and rate analysis: One per utility model.

Deliverable: Complete Utility Rate Models, PowerPoint summary of models, and meeting minutes.

Project Management: We will develop the initial cost of service analysis and design rates based on the initial framework developed in Task 1. Webinar will be held to walk-through the models as part of our ongoing collaboration, discuss how revenue requirements connect to the cost-of-service and proposed rates, and determine rate alternatives for consideration.

City Impact: Periodic conference calls to discuss additional data needs and webinars to walk-through rate model and rate alternatives.

TASK 4: RATE ALTERNATIVE WORKSHOP

With the proposed rates completed and thoroughly discussed through the model development with staff, a Rate Workshop will be conducted with senior staff. Rate alternatives for each utility will be discussed and how each alternative impact customer bills across the billable units for each utility. The customer impact analysis will show various results, including how the rate structure adjustments will impact customer bills, percent revenue recovery between fixed / variable, changes and impacts to financial responsibility of each customer class when compared to current revenue recovery from each class.

This interconnection between rates and impacts at the customer class level and account level will provide insight on how the different rate alternative options impacts customers. It will also provide results on the financial outlook of each utility and how revenue recovery shifts between fixed versus variable and degree of revenue volatility. This is why rates are not considered final once the model is completed through rate design. There will be iterations between the revenue requirements, cost allocations and rates to derive acceptable rates for the City and the community.

Meetings: Rate Workshop to discuss proposed rates and alternatives.

Deliverable: Presentation material and rate models.

Project Management: Obtain senior staff feedback on proposed rates, make necessary adjustments while maintaining compliance with Proposition 218 and Proposition 26.

City Impact: Review and discuss presentation material and attend Rate Workshop.

TASK 5: RATE STUDY REPORTS

Once the analysis is completed and rates finalized, we will draft a Cost of Service Report in compliance with Proposition 218 and Proposition 26 to serve as part of the administrative record for each utility. Our Report will document assumptions, describe the methodology, and walk the reader through the underlying calculations that derive the updated utility rates for each enterprise. We will also include an Executive Summary highlighting the primary drivers of any necessary revenue adjustments, financial plan review, and corresponding rates. We expect two iterations of the Report to incorporate edits and comments from the City and the City Attorney. The final Report will be prepared and available as part of the noticing requirements and Public Hearing.

Meetings: Conference calls as needed to finalize Report.

Deliverable: Preliminary Report and Final Report.

Project Management: Draft reports and a final report will be provided to the City. As part of the project management for this task, Mr. Isaac will prepare the Reports with Ms. Boehling providing peer review and Mr. Davis providing technical support for solid waste. We expect a week for City review and another week for City Attorney. IB Consulting will address all comments and edits as part of finalizing Report.

City Impact: Review Report and provide any edits and comments for inclusion within the Final Report.

TASK 6: PUBLIC HEARING

We will review the Proposition 218 Notice to ensure it ties to our analysis and Report. We will provide any rate tables requested and incorporate graphics showing customer impacts. We will also be in attendance at the Public Hearing to answer any technical questions and we will provide a brief PowerPoint presentation, if desired, summarizing the Report, our findings, and proposed rates.

Meetings: One (1) meeting to attend Public Hearing.

Deliverable: PowerPoint, if necessary.

Project Management: Report will be provided as "Final" for the Public Hearing and if a majority protest does not exist, the Report may be adopted as final.

City Impact: N/A

EXHIBIT “B”

Cost Estimate

Below is our not-to-exceed cost estimate for the scope of services outlined herein. We will bill monthly based on our hourly rates and travel expenses. Travel expenses for meetings are estimated and listed separately. In addition, the cost for printing and mailing the Proposition 218 notices are not included as part of the cost estimate provided below. We will work with staff to adjust the fee schedule if any changes to the detailed scope or number of meetings are requested.

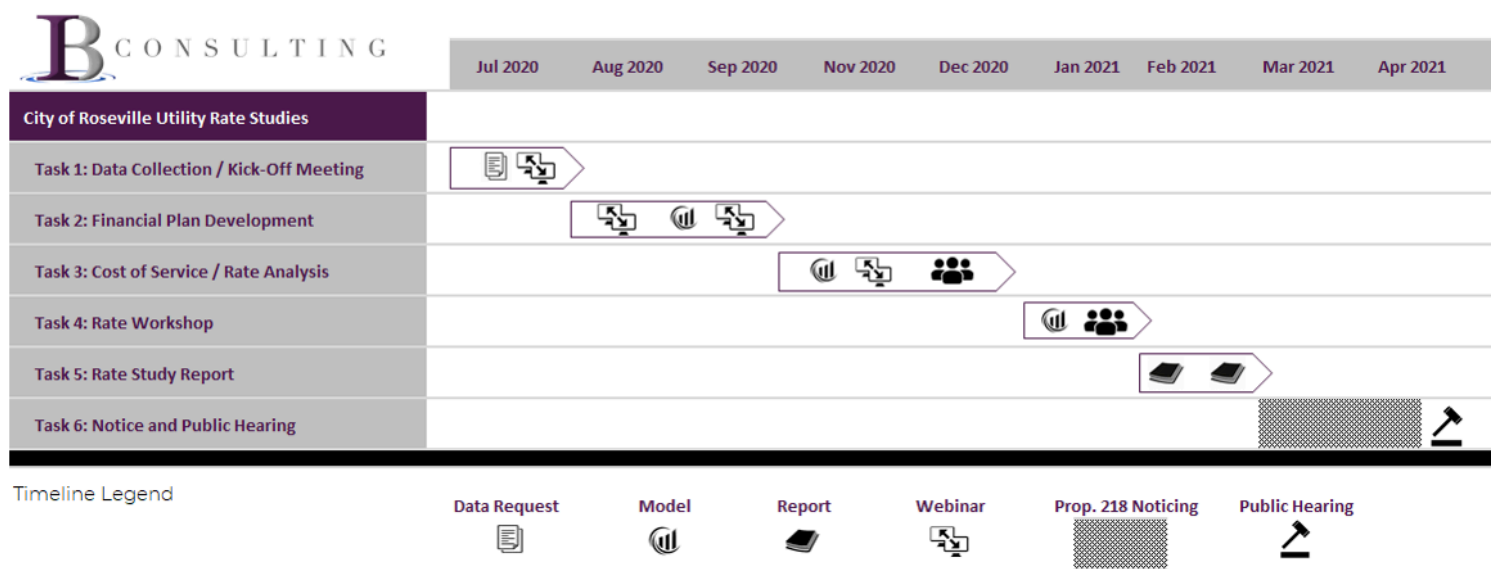
Task	Description	H. Isaac Principal	A. Boehling Principal	D. Davis MSW	Estimated Hours	Hourly Rate	Estimated Cost
1	Data Collection and Kick-Off Meeting	16	16	16	48	\$195	\$9,360
2	Utilities Financial Plans	40	60	24	124	\$195	\$24,180
3	Cost of Service / Rate Analysis	40	40	40	120	\$195	\$23,400
4	Rate Alternative Workshop	32	24	20	76	\$195	\$14,820
5	Rate Study Reports	50	32	24	106	\$195	\$20,670
6	Public Hearing	16	4	4	24	\$195	\$4,680
Hourly Costs		194	176	128	498		\$97,110
Cost for Public Hearing							\$515
Utility Rate Studies							\$97,625





Project Schedule

Below is our recommended timeline for a complete cost of service study.





COUNCIL COMMUNICATION

CC #: 0878

File #: 0708

Title: Wireless Coverage - In-Building Small Cell Distributed Antenna System Agreement

Contact: Karl Grover 916-774-5145 kgrover@roseville.ca.us

Meeting Date: 7/15/2020

Item #: 7.10.

RECOMMENDATION TO COUNCIL

Recommend City Council approve an In-Building Small Cell Antenna System (iDAS) Agreement with Sacramento Valley Limited Partnership dba Verizon Wireless and adopt a resolution authorizing the City Manager to execute it.

BACKGROUND

City staff has requested improved Verizon Wireless coverage inside the City's Corporation Yard main Administrative building located at 2005 Hilltop Circle. As a result, Sacramento Valley Limited Partnership dba Verizon Wireless has agreed to install an in-building wireless coverage system to improve Verizon Wireless signals inside the building structure. This new system will greatly enhance performance for the City's and the public's Verizon-based wireless devices in this area.

FISCAL IMPACT

There is no fiscal impact to the City because Sacramento Valley Limited Partnership dba Verizon Wireless will design, implement and maintain the system at no charge.

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. An agreement with Verizon Wireless to increase indoor communication coverage at the City's Corporation Yard Administrative building meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Karl Grover, Program Manager IT Network Infrastructure

Hong Sae, Chief Information Officer

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely representing the name Hong Sae.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-287

RESOLUTION NO. 20-287

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND
SACRAMENTO VALLEY LIMITED PARTNERSHIP DBA VERIZON WIRELESS, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an Agreement for In Building Small Cell Distributed Antenna Systems
(iDAS), by and between the City of Roseville and Sacramento Valley Limited Partnership dba
Verizon Wireless, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0870

File #: 0113-02 & 0709-05

Title: Community Development Block Grant - The Gathering Inn Bathroom Remodel Agreement Amendment

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

Meeting Date: 7/15/2020

Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to approve the Second Amendment to the subrecipient agreement between the City of Roseville and The Gathering Inn which provides an additional \$120,000 of Community Development Block Grant (CDBG) funding for the bathroom remodel project, and authorize the City Manager to execute it.

BACKGROUND

As an entitlement jurisdiction, the City of Roseville receives an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD). The 2019/2020 CDBG Annual Action Plan included an award of \$326,528 to The Gathering Inn for a remodel of the shelter bathrooms to increase capacity and meet Americans with Disabilities Act (ADA) requirements. After conferring with the City's Building Division and receiving updated bids (to address ADA requirements), it was determined that the allocated \$326,528 was not enough to fund the bathroom remodel and ensure ADA compliance.

The Gathering Inn requested additional funds to cover the cost of the expanded scope of work in the amount of \$141,000. Due to the availability of unobligated funds from prior program years, there are adequate CDBG funds and program income available to fund this request. On May 20, 2020, the City Council approved the reservation of an additional \$120,000 for the updated scope of work. The proposed Second Amendment to the subrecipient agreement addresses the expanded scope of work, the additional funding needed to complete the project, and increases the contracted services to not exceed the amount of \$446,528.

FISCAL IMPACT

The CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. Funding for The Gathering Inn capital improvement project was approved with the adoption of the FY2019-20 CDBG Annual

Action Plan. This item does not impact the City's General Fund.

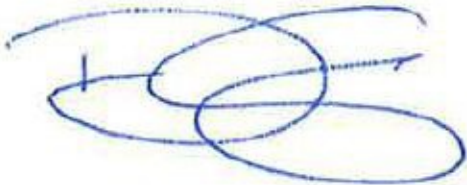
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Kristine Faelz, Housing Analyst

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-279

TGI 2nd Amendment

RESOLUTION NO. 20-279

APPROVING A SECOND AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GATHERING INN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Second Amendment to Community Development Block Grant Agreement for bathroom and shower renovation project, by and between the City of Roseville and The Gathering Inn, has been reviewed by 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; and

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
FOR BATHROOM AND SHOWER RENOVATION PROJECT**

Grant No. B-19-MC-06-0043

CFDA14.218

THIS SECOND AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY") and The Gathering Inn, a California nonprofit corporation ("SUBRECIPIENT").

W I T N E S S E T H:

WHEREAS, CITY and SUBRECIPIENT previously entered into a Community Development Block Grant Agreement dated November 20, 2019 and amended May 20, 2020 ("Agreement") regarding bathroom and shower renovation project ("Project");

WHEREAS, CITY desires to amend the Agreement to replace "Exhibit A-1" and "Exhibit A-2" to the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement is amended by replacing "Exhibit A-1" and "Exhibit A-2" with the attached Exhibits A-1 and A-2".

2. 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 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 SUBRECIPIENT has caused this Second Amendment to be executed.

CITY OF ROSEVILLE, a
municipal corporation

THE GATHERING INN, a California
nonprofit corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Jim Bell
its: BOARD PRESIDENT

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: Cliff R. Haggard
its: Board Secretary

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Laura Matteoli
LAURA MATTEOLI
Economic Development Director

EXHIBIT A-1

SCOPE OF SERVICES

Agency Name:	The Gathering Inn
Program Title:	Bathroom and shower renovation project
Amount of Request:	\$325,000
Amount of Award:	\$446,528
Number/type of annually unduplicated Persons/Households to Be Assisted:	360 homeless persons
Improvements to complete:	Completion of the renovation of the two bathroom/shower facilities on site
Target date to complete:	01/31/2021
Location:	201 Berkeley Avenue, Roseville, CA 95678
Eligible Activity:	§570.201 (c) Public facilities and improvements
National Objective:	§570.208 (a) (2) LMC Low/mod limited clientele benefit

Description of Eligible Activities funded by Grant: The shelter supports emergency overnight shelter serving Roseville's homeless population. The shelter provides on-site services 365 days a year to address the needs of the homeless guests that have been barriers to good health, employment and stable permanent housing. These services include basic needs such as showers, clean clothing, hot meals, and overnight shelter, as well as expanded services including medical and dental care, case management, substance abuse programs, Life Skills classes and mental health services.

Funds will support the renovation of the bathroom and shower facilities at 201 Berkeley Avenue. The renovation project will address current building code, accessibility and capacity issues with the facility's bathrooms and showers. This project will address the safety of the homeless guests, as the facility is more than 70 years old and has not seen significant remodeling or renovation in some time. The bathroom and shower facilities have been used by an average of 60 guests per day, 365 days per year, for more than 10 years. The \$446,528 award will fund the renovation of the bathroom and shower facilities, including the contractor, architect, and the portable showers that will be necessary during the renovation. Additionally, the renovation will address ADA compliance. The award will also fund the utilization of a project manager in order to ensure compliance with federal funding requirements, including contractor outreach, prevailing wage compliance, and conducting employee interviews.

Reporting: Subrecipient will complete and submit quarterly reports using ZoomGrants. Reports are due by the end of the month following the completion of the quarter.

In addition, Subrecipient will report on the progress made towards completing the work. This reporting will be provided with the reimbursement request as a condition of reimbursement.

Documentation of Eligibility: This activity is eligible for CDBG funding as an improvement to a public facility. Subrecipient must collect documentation that shows all persons served at the facility are homeless. Subrecipient must also collect information on the race, ethnicity, and age of those served. The City will provide the format for collecting and reporting information. If Subrecipient has an active CDBG grant to provide services at the facility to homeless persons, this reporting requirement for persons served may be met through that grant's reporting.

Use of Funds: CDBG funds may only be used to reimburse the Subrecipient for those costs shown in EXHIBIT "A-2." All costs must be directly related to the approved improvements. Reimbursement requests must be supported with appropriate documentation. For example, construction costs must be supported with invoices from contractors and suppliers. Subrecipient may request reimbursement or request that the City pay construction contractors directly. City will provide Subrecipient with requirements for supporting documentation. City staff will inspect work claimed as completed prior to approving payment.

Timely Performance and Expenditure: Progress towards meeting goals for persons served, units of service, and funds expended will follow the schedule shown in EXHIBIT "A-2." Reimbursement requests will be submitted by the end of the month following the completion of the quarter for all expenses within the quarter.

Procurement and Contracting: This project is subject to federal procurement policy. City must approve the purchase prior to bidding. City will provide Subrecipient with requirements for bidding and contracting. Subrecipient must solicit and accept bids, and make bid results available to bidders. Subrecipient must use bid documents and contract documents as may be provided by City; or such documents that include the language that City requires.

CDBG-funded construction: CDBG-funded construction is subject to the federal labor standards provisions in 29 CFR 5.5, as noted in the terms of paragraph 20 (A-E) and paragraph 22 of the Agreement. The subrecipient shall maintain records showing compliance with the Davis-Bacon labor standards, including files containing contractor payrolls, employee interviews, Davis-Bacon wage rates, and administrative cross-referencing. Subrecipient shall maintain records showing contractor compliance with the Contract Work Hours and Work Safety Law. Similarly, the subrecipient shall maintain records showing compliance with federal purchasing requirements and with other federal requirements for grant implementation.

EXHIBIT A-2

City of Roseville 2019-20 CDBG Program

Subrecipient:	The Gathering Inn
Program/project:	Bathroom and shower renovation project
Award:	\$ 446,528.00
Project	2019-03
Activity	

Line item description of cost	Total program	CDBG	Other funds
Bathroom remodel construction costs	\$ 326,528.00	\$ 326,528.00	-
ADA accessibility construction costs	\$ 120,000.00	\$ 120,000.00	-
Total	\$ 446,528.00	\$ 446,528.00	\$ -

Balance of CDBG award (should = 0)

Percent expended			100.0%
Beneficiaries planned/actual/percent	360	360	100.0%
Service units planned/actual/percent	1	1	100.0%

Balance	Total	Q1	Q2	Q3	Q4
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-	(326,528.00)		(163,264.00)	(163,264.00)	
-	(120,000.00)		(60,000.00)	(60,000.00)	
-	-		-	-	
-	-				
-	-				
-	-				
-	-				
-	-				
-	-				
-	-				
-	-				

-	(446,528.00)	-	(223,264.00)	(223,264.00)	-
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0	360		0	360	0
0	1		0	1	0



COUNCIL COMMUNICATION

CC #: 0871

File #: 0900-01-02

Title: Compressed Natural Gas Shop Retrofit Project - Notice of Completion

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

Meeting Date: 7/15/2020

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends City Council accept the Compressed Natural Gas (CNG) Shop Retrofit Project as complete and authorize the Director of Environmental Utilities to execute the Notice of Completion.

BACKGROUND

On September 21, 2016, City Council adopted a resolution authorizing a condition assessment be completed on a section of the Vehicle Maintenance Building, located at the Corporation Yard, to determine the upgrades needed to accommodate the future needs of the Solid Waste Division's maintenance of compressed natural gas (CNG) vehicles.

On June 19, 2019, City Council awarded a Professional Design-Build contract to EFS West Inc. to implement required improvements, based on the condition assessment conducted in 2016, to the fabrication and body bay section of the Vehicle Maintenance Building to facilitate the indoor maintenance of CNG Vehicles and included retrofitting the facility to comply with:

- City of Roseville's Building Division code
- Gas detection and mechanical ventilation systems
- Space heating and LED lighting
- Area classification and electrical system, and
- Occupancy separation requirements

On June 1, 2020, City staff conducted a final inspection and confirmed that all punch list items have been completed and the project had been finalized per the Contract Document requirements. In compliance with the specifications and Faithful Performance bond, EFS West will guarantee the installation of all improvements for a period of twelve months from the date of Council acceptance.

FISCAL IMPACT

A Professional Design-Build contract for \$296,804.00 was awarded by City Council to EFS West

Inc. for the CNG Shop Retrofit Project. City Council also approved an allowance to pay contract change orders of up to 10% (\$29,680.40) of the award price, for a not to exceed total cost of \$326,484.40. The total cost to complete the project was \$320,231.21. The project was therefore completed within budget with \$6,253.19 of the approved project funding unspent. The project was funded by the Solid Waste Rehabilitation Fund.

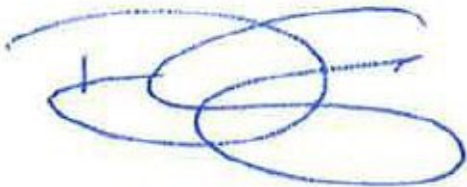
ENVIRONMENTAL REVIEW

The project involved alterations of an existing facility. This activity was 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,

Janice Gainey, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-280

Notice of Completion

RESOLUTION NO. 20-280

ACCEPTING THE PUBLIC WORK KNOWN AS THE COMPRESSED NATURAL GAS SHOP RETROFIT PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR 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 the Compressed Natural Gas Shop Retrofit Project, has been approved and the public work accepted.
2. The Environmental Utilities Director 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

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

NOTICE OF COMPLETION

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

The direct/general contractor on said project was _____.

The surety on said project was _____.

City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

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

City of Roseville

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

State of California)
County of Placer)

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

Place Notary Seal and/or Stamp Above

Signature of Notary Public

“EXHIBIT A”
COMPRESSED NATURAL GAS SHOP RETROFIT PROJECT
CITY OF ROSEVILLE – CORPORATION YARD





COUNCIL COMMUNICATION

CC #: 0876

File #: 0200 & 0201-01

Title: Time and Attendance System Project - Budget Adjustment
Contact: Nafees Coleman 916-774-5163 ncoleman@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 7/15/2020

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to approve a budget adjustment to transfer funds from the existing Enterprise Resource Planning (ERP) project to the new Time and Attendance System project for the implementation of the latest version of the Workforce software.

BACKGROUND

The City of Roseville has been using Workforce timekeeping software for citywide timekeeping and absence management for the past 12 years. The version of Workforce used by the City will no longer be supported after November 2020. City staff explored options for upgrading to the new Cloud version of the Workforce Suite, however, staff realized it was not feasible to simply upgrade from the old version to the new version due to the significant change in platform and functionality. The City also had to find a solution that would seamlessly integrate with the City's new Oracle ERP Cloud applications.

The City published a Request for Proposals (RFP) in December 2019 for the selection of a Timekeeping, Scheduling, Leave Management and Absence Management system, and selected Workforce Software as the highest scoring solution to meet the City's complex scheduling needs. The City Council approved the contract purchase agreement with Workforce Software on June 17, 2020. The Time and Attendance Project will be funded by resources remaining in the ERP Project budget.

FISCAL IMPACT

The recommended budget adjustment will transfer \$1,226,456 from the ERP project to the new Time and Attendance System project, including \$636,456 for implementation and initial year license costs, internal labor costs of \$490,000, and a project contingency of \$100,000. No additional funding is being requested at this time.

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. A budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Nafees Coleman, ERP Project Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6249

Budget Adjustment

ORDINANCE NO. 6249

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds from the existing Enterprise Resource Planning (ERP) System project budget to the recently approved Time and Attendance System project, per the request of the Finance Department, as listed on the attached Request for Budget Adjustment in the amount of \$1,226,456.

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 _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Nafees Coleman, ERP Project Manager FISCAL YEAR: 2021

PREPARER NAME & TITLE: Nafees Coleman, ERP Project Manager COUNCIL DATE (if applicable): 7/15/2020

DEPARTMENT/DIVISION: Finance ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3110	5080	84001	400069	(490,000)	Decrease Project Budget for Enterprise Resource Planning
3110	6587	84001	400069	(736,456)	Decrease Project Budget for Enterprise Resource Planning
3110	5080	84001	500093	490,000	Increase Project Budget for New Timekeeping, Absence Management, Scheduling and Leave management System
3110	5080	84001	500093	736,456	Increase Project Budget for New Timekeeping, Absence Management, Scheduling and Leave management System
TOTAL				-	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

On May 17, 2017, the City obtained council approval (Resolution #17-205) to replace the City's main financial system (IFAS) with Oracle Cloud solutions ERP. The City went live with the ERP Project on July 1, 2019. This budget adjustment is requested to transfer \$1,226,456 from the existing Enterprise Resource Planning project (#400069) to the new ERP Timekeeping Replacement project (#500093); the contract purchase agreement with Workforce Software was approved on June 17, 2020 (Resolution #0836-0200).

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0884
File #: 0709-01

Title: Local Housing Trust Fund Application and Budget Adjustment
Contact: Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 7/15/2020
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution authorizing the City Manager or his designee to execute the necessary applications, forms, standard agreement and relevant documents for the Local Housing Trust Fund grant from the California Housing and Community Development Department; and
2. Adopt an ordinance to approve a budget adjustment transferring \$3,760,000 from the Affordable Housing Fund to the Housing Trust Fund.

BACKGROUND

The California Housing and Community Development Department (HCD) released a Notice of Funding Availability (NOFA) for approximately \$57 million in funds for the Local Housing Trust Fund (LHTF) Program on April 30, 2020. This funding provides matching grants to Local Housing Trust Funds established by cities and counties, Native American Tribes and incorporated 501(c)(3) nonprofit organizations. The objective of the LHTF grant is to expand funding sources in order to increase the supply of affordable housing. Eligible activities include construction loans and/or permanent financing loans to pay for predevelopment costs, acquisition costs, and other costs associated with the development or rehabilitation of affordable rental housing projects, or emergency shelters, transitional housing, permanent supportive housing, and affordable homebuyer/homeowner projects. The minimum application request for existing Local Housing Trust Funds is \$1 million and the maximum request is \$5 million.

In October of 2004, the City of Roseville established a Local Housing Trust Fund as a permanent source of financing for the City's affordable housing programs. The Local Housing Trust Fund was initially funded from condominium conversion fees collected between 2004 and 2007. Since that time, Roseville's Housing Trust Fund has provided funding for two affordable housing projects, in the form of a predevelopment loan for the Lohse Apartments and a deferred construction loan for the Main Street Plaza Apartments, which exhausted the fund.

On December 18, 2019 a budget adjustment was approved by City Council to transfer \$1,558,000 from the Affordable Housing Fund to the Local Housing Trust Fund in order to

establish a minimum fund balance in accordance with HCD requirements for the potential award of LHTF funds. It was also decided that, going forward, the Housing Trust Fund would receive all loan repayments from the developer-subsidized Affordable Purchase Program as well as developer in-lieu fees in order to provide the required permanent revenue stream of no less than \$100,000 per year. The current loan receivable from the developer subsidies is approximately \$13.6 million.

HCD requires that the City's matching funds be set aside in the Housing Trust Fund until they are loaned to a specific affordable project. Attachment 2 is a budget adjustment authorizing the transfer of \$3.76 million from the Affordable Housing Fund to the Housing Trust Fund in order to satisfy HCD's requirement as well as increase the fund balance of the Housing Trust Fund. Once the requested budget adjustment has been approved, the Housing Trust Fund balance will be approximately \$5.2 million which will allow an application for matching funds of up to \$5 million for the LHTF grant.

Staff requests Council authorization to complete and submit an application for LHTF matching funds, see attachment 1 - draft LHTF application. Application materials must be submitted electronically to HCD's website by August 3, 2020. If the City's application is successful, the matching funds could supplement the existing amount in the fund bringing the City's Housing Trust Fund balance to \$10.2 million. All funds would be used to finance future affordable rental housing developments in Roseville in accordance with the LHTF Final Guidelines.

FISCAL IMPACT

The City's Local Housing Trust Fund receives funding from developer in-lieu fees, payoffs from resales and payoffs from developer subsidy loans. No General Fund resources will be used for the Local Housing Trust Fund Program.

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 Local Housing Trust Fund application and budget adjustment are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Trisha Isom, Housing Manager

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-295

Attachment 1 - Local Housing Trust Fund Application

Ordinance No. 6251

Attachment 2 - Budget Adjustment

RESOLUTION NO. 20-295

AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE
LOCAL HOUSING TRUST FUND GRANT APPLICATIONS, FORMS, STANDARD
AGREEMENTS AND ALL RELEVANT DOCUMENTS ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, the Department is authorized to provide up to \$57 million under the Local Housing Trust Fund ("LHTF") Program from the Veterans and Affordable Housing Bond Act of 2018 (Proposition 1) (as described in Health and Safety Code section 50842.2 et seq. (Chapter 365, Statutes of 2017 (SB 3)) ("Program"); and

WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 04/30/2020 under the LHTF Program; and

WHEREAS, the City of Roseville is an eligible Local or Regional Housing Trust Fund applying to the Program to administer one or more eligible activities using Program Funds; and

WHEREAS, the Department may approve funding allocations for the LHTF Program, subject to the terms and conditions of H&S Code Section 50842.2, the LHTF Program Guidelines, NOFA, Program requirements, the Standard Agreement and other related contracts between the Department and LHTF award recipients; and

NOW THEREFORE BE IT RESOLVED THAT:

1. If the City of Roseville receives an award of LHTF funds from the Department pursuant to the above referenced LHTF NOFA, it represents and certifies that it will use all such funds on Eligible Projects in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including, without limitation, all rules and laws regarding the LHTF Program, as well as any and all contracts The City of Roseville may have with the Department ("Eligible Project"); and
2. BE IT FURTHER RESOLVED: That the Roseville Local Housing Trust Fund is hereby authorized to act as the Trustee/Manager in connection with the Department's funds to Eligible Projects pursuant to the above-described Notice of Funding Availability in an amount not to exceed \$5,000,000 (the "LHTF Award"); and
3. The City of Roseville hereby agrees to match on a dollar for dollar basis the LHTF Award pursuant to Guidelines Section 104. The City of Roseville hereby agrees to utilize matching funds on a dollar-for-dollar basis for the same Eligible Project for which Program Funds are used, as required by HSC Section 50843.5(c); and

4. Pursuant to Attachment 1, attached hereto and incorporated herein by this reference, and the City of Roseville's certification in this resolution, the LHTF funds will be expended only for Eligible Projects and consistent with all program requirements; and

5. Nonprofit Housing Trust Funds and Native American Tribe Housing Trust Funds agree to use Program Funds only for Eligible Projects located in cities and counties that submitted an adopted Housing Element that was found by the Department to be in compliance and that have submitted their Housing Element Annual Progress Report (APR) for the current year or prior year by the application due date; and

6. The City of Roseville shall be subject to the terms and conditions as specified in the Standard Agreement, H&S Section 50842.2 and LHTF Program Guidelines; and

7. The City Manager of the City of Roseville is authorized to execute the LHTF Program Application, the LHTF Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the LHTF Award to The City of Roseville, as the Department may deem appropriate.

PASSED AND ADOPTED by the Council of the City of Roseville, with at least a quorum present and voting, this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, City Clerk, Sonia Orozco, does hereby attest and certify that the attached Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Roseville, which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:

City Clerk

Attachment 1

The City of Roseville is committed to building affordable housing in our jurisdiction and has shown this commitment by incorporating an affordable housing goal in the General Plan in 1988. The affordable housing goal requires 10% of all housing units in each specific plan to be developed as affordable rental units for households at very low and low-income limits. The City of Roseville commits to use the Local Housing Trust Fund award, as well as 100% of the matching funds, for predevelopment, acquisition and other costs associated with development of affordable rental housing projects.

At this time, the City has not been able to complete a first phase funding process for any current multifamily rental projects so we do not have any projects to identify at this time. The City commits to using 100% of Program Funds and Matching Funds for new construction of rental housing developments, within the City of Roseville, affordable to and restricted to households with average incomes of no more than 60% of AMI.

Local Housing Trust Fund (LHTF) Program Application

2020 Notice of Funding Availability



**State of California
Governor Gavin Newsom**

**Lourdes Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833

Phone: (916) 263-2771

Website: <http://www.hcd.ca.gov/grants-funding/active-funding/lhtf.shtml>

Program Email: LHTF@hcd.ca.gov

NOFA Release: April 30, 2020

Project and Applicant Information

Rev. 5/13/20

§101(p) "Local Housing Trust Fund" is a public, joint public and private, or charitable nonprofit organization organized under §501(c)(3) of the Internal Revenue Code, which was established by legislation, ordinance, resolution (including nonprofit articles of incorporation), or a public-private partnership organized to receive specific public, or public and private, revenue to address local housing needs. The key characteristic of a Local Housing Trust Fund is that it receives Ongoing Revenues from Dedicated Sources of funding sufficient to permit the Local Housing Trust Fund to comply with the requirements of the Program.

§101(dd) "Regional Housing Trust Fund" means a Trust Fund serving two or more jurisdictions if the combined population is more than 1 million people; serving three or more jurisdictions in counties with total populations of 250,000 or less; and serving four or more jurisdictions in counties with total populations of more than 250,000.

§102 Eligible Applicants

Applicant Type:		(a) City	
City and/or County Applicants §102(a)			
(a) Applicant has created, funded, and operated an Existing or Local or Regional Housing Trust Fund, or that has created and funded a New Local or Regional Housing Trust Fund?			Yes
(1)(A) The Trust Fund utilizes a public, or joint public and private, fund established by legislation, ordinance, resolution, or a public-private partnership, to receive specific revenue to address local housing needs?			Yes
(1)(B) The Trust Fund is funded from Ongoing Revenues as required by the definition in §101 from Dedicated Sources of funding such as taxes, fees, loan repayments, or public or private contributions?			Yes
(2) The city or county has a Housing Element that was adopted by the city or county's governing body and determined by HCD to be in compliance with state Housing Element law pursuant to GC §65585?			Yes
(3) The city or county has submitted to HCD the Annual Progress Report required by GC Code §65400 for the current or prior year?			Yes
(4) A Local Housing Trust Fund or Regional Housing Trust Fund that was created, funded, and operated by a combination of two or more cities or counties, agrees to utilize Program Funds only for Eligible Projects located in cities or counties that have, at the time of application, an adopted Housing Element meeting the requirements of subparagraph (2) above, and for which the Annual Progress Report was submitted for the current or prior year by the application deadline date, as required by subparagraph (3) above?			Yes
Charitable nonprofit Applicant §102(b)			
(b) Applicant is a nonprofit as described in Internal Revenue Code §501(c)(3) that is an Existing Local Housing Trust Fund or a New Local Housing Trust Fund?			N/A
(1)(A) The Trust Fund consists of a public, or joint public and private, fund established by legislation, ordinance, resolution, or a public-private partnership, to receive specific revenue to address local housing needs?			N/A
(1)(B) The Trust Fund is funded from Ongoing Revenues as required by the definition in §101 from Dedicated Sources of funding such as taxes, fees, loan repayments, or public or private contributions?			N/A
(2) The charitable nonprofit organization agrees to utilize Program Funds only for Eligible Projects located in cities and counties that have, at the time of application, an adopted Housing Element that HCD has determined, pursuant to GC §65585, to be in substantial compliance with the requirements of Article 10.6 (commencing with GC §65580) of Chapter 3 of Division 1 of Title 7 of the GC?			N/A
(3) The charitable nonprofit organization agrees to utilize Program Funds only for Eligible Projects located in cities and counties that have submitted to HCD the Annual Progress Report required by GC Code §65400 for the current year or prior year?			N/A
Native American Tribe or Tribes Applicants §102(c)			
(c) Applicant has or have created, funded, and operated an Existing Local Housing Trust Fund, or has created and funded a New Local Housing Trust Fund?			N/A
(1)(A) The Trust Fund utilizes a public, or joint public and private, fund established by legislation, ordinance, resolution, or a public-private partnership, to receive specific revenue to address local housing needs?			N/A
(1)(B) The Trust Fund is funded from Ongoing Revenues as required by the definition in §101 from Dedicated Sources of funding such as taxes, fees, loan repayments, or public or private contributions?			N/A
(2) The Native American Tribe or Tribes agrees to utilize Program Funds only for Eligible Projects either (A) located on Native American Lands or (B) located in cities and counties that have, at the time of application, an adopted Housing Element that HCD has determined, pursuant to GC §65585, to be in substantial compliance with the requirements of Article 10.6 (commencing with GC §65580) of Chapter 3 of Division 1 of Title 7 of the GC?			N/A
(3) The Native American Tribe or Tribes agrees to utilize Program Funds only for Eligible Projects either (A) located on Native American Lands or (B) in cities and counties that have submitted to HCD the Annual Progress Report required by GC Code §65400 for the current year or prior year?			N/A
Applicant Information			
Applicant Name:		City of Roseville	
Address:		311 Vernon Street	
City:		Roseville	
State:		CA	
Zip Code:		95678	
Auth Rep Name:		Trisha Isom	
Title:		Housing Manager	
Auth Rep. Email:		tisom@roseville.ca.us	
Phone:		9167461239	
Address:		316 Vernon Street #150	
City:		Roseville	
State:		CA	
Zip Code:		95678	
Contact Name:			
Title:			
Contact Email:			
Contact Phone:			
Address:			
City:			
State:			
Zip Code:			
File Name:	HTF	Legislation, Ordinance or Resolution creating the HTF	Uploaded to HCD? Yes
File Name:	Cert & Legal Disclosure	Certifications & Legal Disclosure	Uploaded to HCD? N/A
File Name:	Reso	Resolution (see below for the minimum Resolution content requirements)	Uploaded to HCD? Yes
(1) Entity Name (identity of the contracting party or borrower) and Entity Type (corporation, non-profit, for-profit, LLC, etc.)			
Name & Title of Signatory(ies)****			
(2) NOTE: Name and title of authorized signatory(ies) is preferred. In instances pertaining to municipalities/jurisdictions/transit agencies (when title is acceptable), supporting documentation evidencing the individual who currently holds the position must be provided.			
(3) NOFA Date.			
(4) Language authorizing Signatory(ies) to sign Standard Agreement (if more than one is listed, ensure "and" or "or" is defined for individuals required to sign).			
(5) Amendment Provision included.			
(6) Aggregate dollar amount (should be equal to or greater than the requested/award amount).			
(7) Person attesting validity of resolution (must be someone other than person authorized to sign Standard Agreement).			
(8) The meeting date authorizing resolution.			
(9) All votes taken at meeting authorizing resolution (ayes, no's, absent, vacant).			
(10) LHTF name(s) as it appears on the LHTF application.			
File Name:	OrgDoc1, OrgDoc2, etc.	Organizational Documents	Uploaded to HCD? Yes

Project and Applicant Information

Rev. 5/13/20

Articles of Incorporation (Corp. Code §154, 200 and 202) as certified by the CA Secretary of State.

Bylaws and any amendments thereto (Corp. Code §207(b), 211 and 212).

Certificate of Amendment of Articles of Incorporation (Corp. Code §900-910 (general stock), §5810-5820 (public benefit and religious corporations), §7810-7820 (mutual benefit corporations), or §12500-12510 (general cooperative corporations)) as applicable.

Restated Articles of Incorporation (Corp. Code §901, 906, 910 (general stock), §5811, 5815, 5819 (public benefit and religious corporations), §7811, 7815 and 7819 (mutual benefit corporations) and §12501, 12506 and 12510 (general cooperative corporations)) as applicable.

Statement of Information (CA Secretary of State form SI-100 or SI-200)

Shareholder Agreements (Corp. Code §186) if applicable.

Certificate of Good Standing certified by Secretary of State.

File Name:	OrgChart	Organizational Chart	Uploaded to HCD?	Yes
File Name:	Signature Block	501(c)(3) nonprofit corporation only - Signature Block, upload in Microsoft Word Doc.	Uploaded to HCD?	N/A
File Name:	Government TIN Form	Gov't Agency Taxpayer ID Form	Uploaded to HCD?	Yes
File Name:	Payee Data Record	STD-204 Payee Data Record	Uploaded to HCD?	Yes
File Name:	Financial Statements	501(c)(3) nonprofit corporation only - Audited financial statements (2 years)	Uploaded to HCD?	N/A
File Name:	501 Determination	501(c)(3) nonprofit corporation only - determination letter regarding 501(c)(3) status	Uploaded to HCD?	N/A

§103 and NOFA Funding Amount Minimums and Maximums

Trust Fund Name:	Housing Trust Fund	Date Established	10/20/2004
------------------	--------------------	------------------	------------

Trust Fund Type: (a) Existing Local Housing Trust Fund

(a) The minimum application request shall be \$1 million with a max request of \$5 million.

Amount of LHTF Program Funds Requested \$5,000,000

§104 Matching Funds Requirements

(a) Applicant agrees Program Funds provided will be matched on a dollar for dollar basis with dedicated sources of funding, such as taxes, fees, or loan repayments, or public or private contributions by the Applicant? Lines of Credit and loans received by the Trust Fund are not eligible sources of Matching Funds.	Yes
(b) Applicant understands an application for LHTF funds will not be considered unless the application contains required documentation of the deposit in the Local Housing Trust Fund of the local Matching Funds, and the identity of the source of Matching Funds, or evidence of a legally binding commitment to deposit the required Matching Funds, and the identity of the source of Matching Funds?	Yes
(c) Applicant understands that funds restricted for housing use by state or federal law (such as funds from the Home Investment Partnerships Program (HOME), the Community Development Block Grant Program (CDBG), redevelopment agency low- and moderate-income housing fund set-aside (LMIHF) funds, or state housing programs administered by HCD), will not be considered Matching Funds? Permanent Local Housing Allocation (PLHA) Program funds may be considered Matching Funds for Regional Housing Trust Funds.	Yes
(d) Applicant agrees that Matching Funds will be on deposit prior to disbursement of Program Funds?	Yes
(e) Applicant agrees Matching Funds will be utilized on a dollar-for-dollar basis for the same Eligible Project for which Program Funds are used?	Yes

Matching Funds	Total Matching Funds	\$5,260,000
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Attach documentation for each source of Matching Funds. These include, but are not limited to, Bank statement(s) showing the deposit(s), letter of explanation for each deposit, and a fully-executed, legally-binding commitment/award letter or contract from each funding entity; ordinances adopting fees and/or taxes, prior year financial statement showing fees and/or taxes actually received; land title and appraisal dated within 6 months of application deadline documenting donated land value; Trust Fund loan portfolio spreadsheet showing required interest payments, required principal payments, loan due dates, and required fees, as well as promissory notes for loans whose interest or payments are used as Matching Funds.

Name of Matching Funds	Describe or Select Matching Fund Type	Amount	Required Documentation for Matching Funds			
Affordable Housing Developer Subsidies	Loan Repayment	\$5,260,000	File Name:	Matching Fund 1	Uploaded to HCD?	Yes
			File Name:	Matching Fund 2	Uploaded to HCD?	
			File Name:	Matching Fund 3	Uploaded to HCD?	
			File Name:	Matching Fund 4	Uploaded to HCD?	
			File Name:	Matching Fund 5	Uploaded to HCD?	
			File Name:	Matching Fund 6	Uploaded to HCD?	
			File Name:	Matching Fund 7	Uploaded to HCD?	
			File Name:	Matching Fund 8	Uploaded to HCD?	
			File Name:	Matching Fund 9	Uploaded to HCD?	
			File Name:	Matching Fund 10	Uploaded to HCD?	
			File Name:	Matching Fund 11	Uploaded to HCD?	
			File Name:	Matching Fund 12	Uploaded to HCD?	
			File Name:	Matching Fund 13	Uploaded to HCD?	
			File Name:	Matching Fund 14	Uploaded to HCD?	
			File Name:	Matching Fund 15	Uploaded to HCD?	
			File Name:	Matching Fund 16	Uploaded to HCD?	
			File Name:	Matching Fund 17	Uploaded to HCD?	
			File Name:	Matching Fund 18	Uploaded to HCD?	
			File Name:	Matching Fund 19	Uploaded to HCD?	
			File Name:	Matching Fund 20	Uploaded to HCD?	

Ongoing Revenues

§101(p) "Local Housing Trust Fund" - The key characteristic of a Local Housing Trust Fund is that it receives **Ongoing Revenues from Dedicated Sources** of funding sufficient to permit the Local Housing Trust Fund to comply with the requirements of the Program

§101(e) "Dedicated Source" means taxes, fees, and loan repayments consistent with §104(c), and/or public or private contributions that will provide Ongoing Revenues to the Local Housing Trust Fund sufficient to meet the LHTF Program requirements. Dedicated Source does not include lines of credit or loans obtained by the Trust Fund.

§101(z) "Ongoing Revenues" means the following: (1) For an Existing Housing Trust Fund, it means a public or private source, or sources, of revenue totaling at least an average of \$100,000 per year for three years after the date of the Program award; (2) For a New Housing Trust Fund, it means sufficient public or private sources of revenue to pay for the Trust Fund's operating costs for a minimum of five years after the date of the Program award. (3) Ongoing Revenues may not include one-time donations, such as land donations or large bequests.

Project and Applicant Information

Rev. 5/13/20

Ongoing Revenues must be at least an average of \$100,000 per year for three years after Program award.					Annual Ongoing Revenues		\$770,000
Attach documentation for each source of Ongoing Revenues. These include, but are not limited to, Bank statement(s) showing the deposit(s), letter of explanation for each deposit, and a fully-executed, legally-binding commitment/award letter or contract from each funding entity; ordinances adopting fees and/or taxes, prior year financial statement showing fees and/or taxes actually received; Trust Fund loan portfolio spreadsheet showing required interest payments, required principal payments, loan due dates, and required fees, as well as promissory notes for loans whose interest or payments are used as Ongoing Revenues.							
Dedicated Source of Ongoing Revenues	Describe or Select Ongoing Revenues Type	Annual Amount	Required Documentation for Ongoing Revenues				
Affordable Housing Developer Subsidies	Loan Repayment	\$770,000	File Name:	Ongoing Revenue 1	Uploaded to HCD?	Yes	
			File Name:	Ongoing Revenue 2	Uploaded to HCD?		
			File Name:	Ongoing Revenue 3	Uploaded to HCD?		
			File Name:	Ongoing Revenue 4	Uploaded to HCD?		
			File Name:	Ongoing Revenue 5	Uploaded to HCD?		
			File Name:	Ongoing Revenue 6	Uploaded to HCD?		
			File Name:	Ongoing Revenue 7	Uploaded to HCD?		
			File Name:	Ongoing Revenue 8	Uploaded to HCD?		
			File Name:	Ongoing Revenue 9	Uploaded to HCD?		
			File Name:	Ongoing Revenue 10	Uploaded to HCD?		
			File Name:	Ongoing Revenue 11	Uploaded to HCD?		
			File Name:	Ongoing Revenue 12	Uploaded to HCD?		
			File Name:	Ongoing Revenue 13	Uploaded to HCD?		
			File Name:	Ongoing Revenue 14	Uploaded to HCD?		
			File Name:	Ongoing Revenue 15	Uploaded to HCD?		
			File Name:	Ongoing Revenue 16	Uploaded to HCD?		
			File Name:	Ongoing Revenue 17	Uploaded to HCD?		
			File Name:	Ongoing Revenue 18	Uploaded to HCD?		
			File Name:	Ongoing Revenue 19	Uploaded to HCD?		
			File Name:	Ongoing Revenue 20	Uploaded to HCD?		
			File Name:	Ongoing Revenue 21	Uploaded to HCD?		
			File Name:	Ongoing Revenue 22	Uploaded to HCD?		
			File Name:	Ongoing Revenue 23	Uploaded to HCD?		
			File Name:	Ongoing Revenue 24	Uploaded to HCD?		
			File Name:	Ongoing Revenue 25	Uploaded to HCD?		
			File Name:	Ongoing Revenue 26	Uploaded to HCD?		
			File Name:	Ongoing Revenue 27	Uploaded to HCD?		
Average annual projected Operating Costs for the five years after Program award.					Total Average Operating Costs		\$0
New Housing Trust Fund only: average annual operating cost							Annual Operating Cost
Salaries and benefits							\$0
Insurance							\$0
Utilities							\$0
Phone and internet							\$0
Marketing							\$0
Mailing fees							\$0
Recording fees							\$0
Supplies							\$0
Real property taxes							\$0
Rent							\$0
Property maintenance							\$0
Interest on loans							\$0
Other - describe							\$0
Other - describe							\$0
Other - describe							\$0
Other - describe							\$0
§105. Eligible Uses of Funds							
(a) Applicant agrees Program Funds will be used to provide construction loans and/or permanent financing loans at simple interest rates of no higher than 3% per annum, for payment of predevelopment costs, acquisition costs and other costs associated with the development, or rehabilitation of Eligible Projects?							Yes
(b) Applicant understands administrative expenses of up to 5% of Program Funds and up to 5% of Matching Funds are allowed (see amount below)?							Yes
Max Program admin. expenses (5%)	\$250,000	Max Matching Funds admin. expenses (5%)	\$263,000	Max admin. expenses	\$513,000		
(c) Applicant agrees at least 30% of the Program Funds, after deducting administrative expense, and the Matching Funds will be expended on assistance to Extremely Low-Income (ELI) Households. To comply with this requirement, dwelling units or shelter beds must be Affordable to, and restricted for, ELI Households with household income of no more than 30% of AMI (see amount below)?							Yes
Min Program funds for ELI Households	\$1,425,000	Minimum Matching Funds for ELI Households	\$1,499,100	Minimum ELI assistance	\$2,924,100		
(d) Applicant agrees no more than 20% of the Program Funds, after deducting administrative expense, and the Matching Funds will be expended on assistance to Moderate-Income (MI) Households. To comply with this requirement, dwelling units must be Affordable to, and restricted for, MI Households with household income of no more than 120% of AMI (see amount below)?							Yes
Max Program funds for MI Households	\$950,000	Maximum Matching Funds for MI Households	\$999,400	Maximum MI assistance	\$1,949,400		
(e) Applicant agrees the remaining Program Funds and Matching Funds will be expended on assistance to Lower-Income (LI) Households. To comply with this requirement, dwelling units must be Affordable to, and restricted for, LI Households with household income of no more than 80% of AMI (see amount below)?							Yes
Min Program funds for LI Households	\$2,375,000	Minimum Matching Funds for LI Households	\$2,498,500	Minimum LI assistance	\$4,873,500		

Project and Applicant Information

Rev. 5/13/20

§107(d) Applicant's Loan Guidelines and Underwriting Standards and Procedures

Applicant must upload loan guidelines and underwriting standards and procedures. Describe the guidelines and underwriting standards and procedures.

Roseville has adopted HCD's 2017 Uniform Multifamily Regulations as a safe harbor for rental project underwriting.

File Name:	Guidelines 107d	Local loan guidelines and underwriting standards and procedures	Uploaded to HCD?	Yes
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List all of the proposed project(s) and activities in connection with this application as specified in §101(g), (1)(2)(3)&(4).

Project Type and Activity	Proposed Activity Timeline - provide a general timeline of implementation of your Project, including at a minimum, when you will issue commitments, when construction loan closing will occur, and when you anticipate a disbursement of LHTF Program Funds.	Proposed amount

Certification & Legal Status

On behalf of the entity identified in the signature block below, I certify that:

1. The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct.
2. I possess the legal authority to submit this application on behalf of the entity identified in the signature block.
3. The following is a complete disclosure of all identities of interest - of all persons or entities, including affiliates, that will provide goods or services to the Project either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the project. "Related Party" is defined in Section 10302 of the California Code of Regulations (CTCAC Regulations):

N/A

4. As of the date of application, the Project, or the real property on which the Project is proposed (Property) is not part to or the subject of any claim or action at the State or Federal appellate level.

5. I have disclosed and described below any claim or action undertaken which affects or potentially affects the feasibility of the Project.
In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

Trisha Isom	Housing Manager	Trisha Isom	6/24/20
Printed Name	Title of Signatory	Signature	Date

Legal Disclosure

For purposes of the following questions, and with the exceptions noted below, the term "applicant" shall include the applicant and joint applicant, and any subsidiary of the applicant or joint applicant if the subsidiary is involved in (for example, as a guarantor) or will be benefited by the application or the project.

In addition to each of these entities themselves, the term "applicant" shall also include the direct and indirect holders of more than ten percent (10%) of the ownership interests in the entity, as well as the officers, directors, principals and senior executives of the entity if the entity is a corporation, the general and limited partners of the entity if the entity is a partnership, and the members or managers of the entity if the entity is a limited liability company. For projects using tax-exempt bonds, it shall also include the individual who will be executing the bond purchase agreement.

The following questions must be responded to for each entity and person qualifying as an "applicant," or "joint applicant" as defined above.

Explain all positive responses on a separate sheet and include with this questionnaire in the application.

Exceptions:

Public entity applicants without an ownership interest in the proposed project, including but not limited to cities, counties, and joint powers authorities with 100 or more members, are not required to respond to this questionnaire.

Members of the boards of directors of non-profit corporations, including officers of the boards, are also not required to respond. However, chief executive officers (Executive Directors, Chief Executive Officers, Presidents or their equivalent) must respond, as must chief financial officers (Treasurers, Chief Financial Officers, or their equivalent).

Civil Matters

1. Has the applicant filed a bankruptcy or receivership case or had a bankruptcy or receivership action commenced against it, defaulted on a loan or been foreclosed against in <i>past ten years</i> ?	No
2. Is the applicant currently a party to, or been notified that it may become a party to, any civil litigation that may materially and adversely affect (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?	No
3. Have there been any administrative or civil settlements, decisions, or judgments against the applicant within the past ten years that materially and adversely affected (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?	No
4. Is the applicant currently subject to, or been notified that it may become subject to, any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency?	No
5. In the past ten years, has the applicant been subject to any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency that resulted in a settlement, decision, or judgment?	No

Criminal Matters

6. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, felony charges against the applicant?	No
7. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, misdemeanor charges against the applicant for matters relating to the conduct of the applicant's business?	No
8. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, criminal charges (whether felony or misdemeanor) against the applicant for any financial or fraud related crime?	No
9. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, that could materially affect the financial condition of the applicant's business?	No
10. Within the past ten years, has the applicant been convicted of any felony?	No
11. Within the past ten years, has the applicant been convicted of any misdemeanor related to the conduct of the applicant's business?	No
12. Within the past ten years, has the applicant been convicted of any misdemeanor for any financial or fraud related crime?	No

Please provide a letter of explanation if you responded "Yes" to any of the questions above.

File Name: Cert. Letter of Explanation | Letter of explanation for any "red" shaded cells above. | Uploaded to HCD? | No

Trisha Isom	Housing Manager	Trisha Isom	6/24/20
Printed Name	Title of Signatory	Signature	Date

Application Score - 100 points max §106(f)										Rev. 5/13/20	55
(1) Non-Residential Matching Funds - 15 points max										15	
Matching Funds (sources other than residential Local Impact Fees or In Lieu Fees)			\$5,260,000	Total Matching Funds		\$5,260,000	% of Matching Funds		100.00%		
(2) Deeper Income Targeting - 20 points max										20	
Does Applicant commit to expend no more than 18% of its Program Funds and Matching Funds on Moderate-Income (MI) households?			Yes	If yes, select MI exp. %	0%	Program + Matching Funds - Admin Exp.		\$9,747,000	Max MI exp. (per commitment)	\$0	
(3) Readiness - 15 points max										0	
Has Applicant completed a first phase funding process for multifamily rental projects and announced on its website the status of each project, including those projects that were approved to submit a final application upon award of Program Funds by HCD §106(f)(3)?				No	Website address that shows projects status:		N/A				
Total Amount of First Phase Funding			\$0	Total Program Funds Requested		\$5,000,000	First Phase Funding vs. Requested (times)			0	
File Name:	MF Readiness List	Provide a list of rental projects that have received a first phase funding approval, and proposed loan amounts.					Uploaded to HCD?		N/A		
(4) Increasing the Supply of Lower-Income (LI) Rental Housing - 20 points max										20	
Percentage of Program Funds and Matching Funds Applicant commits to use for new construction of rental housing developments Affordable to and restricted to households with average incomes of no more than 60% of AMI?				100.0%	Program Funds + Matching Funds - Admin Exp.		\$9,747,000	Minimum amount of LI rental exp.	\$9,747,000		
(5) Community Need - 15 points max (NOTE: this section will be scored by HCD only)										0	
HCD will provide the percentage of Lower-Income Households paying more than 50 percent of their household income for rent or owner expenses.											
(6) Regional Housing Trust Fund Applicants - 15 points			Does your Regional Housing Trust Fund meet the description and requirements below?					N/A	0		
A Regional Housing Trust Fund meeting the description herein receive all points in this category: A Regional Housing Trust Fund is one that includes six jurisdictions (in counties with total populations of 250,000 or less) or eight jurisdictions (in counties with more than 250,000), or that meets the minimum threshold (two jurisdictions with more than one million people, or three jurisdictions in counties with total populations of 250,000 or less, or four jurisdictions in counties with more than 250,000), and includes more than 66% of the population of the county or counties.											
List the jurisdictions that your trust fund serves: City of, County of, or Town of				Of those served, which Jurisdictions will be served with this application.							
Explain below.											
List the appropriate representatives from the areas that the Applicant serves.											
Congressperson Name(s) (First and last name)		District #	State Senator Name(s) (First and last name)		District #	State Assembly Member Name(s) (First and last name)		District #			
Tom McClintock		4	Jim Nielson		4	Kevin Kiley		6			
Tie Breaker											
Tie Breaker, if needed. Readiness: The extent to which the application identifies specific multifamily rental projects for which the trust fund has issued Letters of Intent (LOIs) to developers for construction or permanent financing, (which includes dollar amounts). Explain below.											
File Name:	LOI 1	Enter developer name here				Enter LOI date		Uploaded to HCD?			
File Name:	LOI 2	Enter developer name here				Enter LOI date		Uploaded to HCD?			
File Name:	LOI 3	Enter developer name here				Enter LOI date		Uploaded to HCD?			
File Name:	LOI 4	Enter developer name here				Enter LOI date		Uploaded to HCD?			
File Name:	LOI 5	Enter developer name here				Enter LOI date		Uploaded to HCD?			
File Name:	LOI 6	Enter developer name here				Enter LOI date		Uploaded to HCD?			
File Name:	LOI 7	Enter developer name here				Enter LOI date		Uploaded to HCD?			
File Name:	LOI 8	Enter developer name here				Enter LOI date		Uploaded to HCD?			
File Name:	LOI 9	Enter developer name here				Enter LOI date		Uploaded to HCD?			
File Name:	LOI 10	Enter developer name here				Enter LOI date		Uploaded to HCD?			

ORDINANCE NO. 6251

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds from the Affordable Housing Fund to the Housing Trust Fund, per request of the Housing Department, as listed on the attached Request for Budget Adjustment totaling \$3,760,000.

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 _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Isom, Trisha - Housing Manager FISCAL YEAR: FY2020-21
 PREPARER NAME & TITLE: Melissa Hagan, Administrative Analyst II COUNCIL DATE (if applicable): 7/15/20
 DEPARTMENT/DIVISION: Economic Development/Housing ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2824	6801	10001		3,760,000	Transfer from Affordable Housing Fund to Housing Trust Fund
2824	5573	54011		(3,760,000)	Move deferred loan for Junction Station appropriations to 2821
2821	5573	54011		3,760,000	Deferred loan for Junction Station
TOTAL				3,760,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2821	4801	10001		3,760,000	Transfer to Housing Trust Fund from Affordable Housing Fund
TOTAL				3,760,000	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

In order to increase the fund balance of the Housing Trust Fund, the attached Budget Adjustment is authorizing the transfer of \$3.76m from the Affordable Housing Fund to the Housing Trust Fund to be in compliance with HCD's requirements to apply for matching funds for the LHTF application. The Matching Funds need to be set aside in the Housing Trust Fund account until they can be loaned to the project. After the current transfer, the Housing Trust Fund will have approximately \$5.2 million in its fund balance which will allow the City to apply for the same in matching LHTF funds

REQUIRED APPROVALS:

 REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE <u>6/25/2020</u>	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0892
File #: 0102-10

Title: Resolution - Jeff Camp
Contact: Katrina Six 916-774-5267 kmsix@roseville.ca.us

Meeting Date: 7/15/2020
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Commend Jeff Camp for his 22 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or 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,

Katrina Six, Deputy City Clerk

Sonia Orozco, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution

CITY OF ROSEVILLE

RESOLUTION COMMENDATION

WHEREAS, Jeff Camp began his distinguished career with the City of Roseville in July of 1998 as an Electronics Technician in the Public Works Department, and has chosen to retire after 22 years of dedicated service; and

WHEREAS, Jeff was promoted to Electronics Technician II in July of 2000; and

WHEREAS, Jeff was featured in a news release for his exemplary work on a Citywide LED upgrade project; and

WHEREAS, Jeff was awarded the Pride of Roseville Award in 2005 for Outstanding Work Performance Team Award; and

WHEREAS, Jeff was awarded the Pride of Roseville Award again in 2010 for an Innovation Team Award; and

WHEREAS, Jeff helped lead the Traffic Maintenance Team in 2008 in a complete system upgrade to deploy cutting edge ITS and communication equipment making Roseville a regional leader in Intelligent Transportation Systems; and

WHEREAS, throughout his career with the City of Roseville, Jeff demonstrated an exceptional level of service and dedication to residents and other City Departments, and took great pride in maintaining the traffic system and the traffic network within the City of Roseville; and

WHEREAS, Jeff will be greatly missed and remembered by all of his friends, coworkers, and supervisors; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend **JEFF CAMP** for his 22 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

SIGNED this 15th day of July, 2020.

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 0886
File #: 0102-10

Title: Resolution - Chris Bracco
Contact: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

Meeting Date: 7/15/2020
Item #: 7.16.

RECOMMENDATION TO COUNCIL

Commend Chris Bracco for his 34 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Helen Dreyer, City Clerk Technician

Sonia Orozco, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution of Commendation

CITY OF ROSEVILLE



COMMENDATION

WHEREAS, Chris Bracco began his distinguished career with the City of Roseville in July 1986 as Utility Maintenance Worker I in the Collections Division of Roseville's Wastewater Utility, and will retire after 34 years of dedicated service; and

WHEREAS, Chris was promoted to Utility Maintenance Worker II in September 1987, promoted to Lead Worker in July 1989, promoted to Supervisor in 2005, and promoted to Superintendent in 2012; and

WHEREAS, was awarded the Pride of Roseville Outstanding Work Performance Team in 1989, Pride of Roseville Outstanding Work Performance Team in 1992, Pride of Roseville Commendation for Excellence Team in 1994, Pride of Roseville Emergency Response Special Consideration in 1998, Pride of Roseville Outstanding Work Performance Team in 2006, Pride of Roseville Outstanding Work Performance Team in 2008, and Pride of Roseville Innovation Team in 2016; and

WHEREAS, Chris led the team that received the 1996 Award of Merit from the National Clay Pipe Institute in recognition of the consistently high standards displayed in the planning, installation, inspection, and maintenance of the City's sewer system; and

WHEREAS, Under Chris' supervision, Roseville was awarded Collection System of the Year from the Sacramento Section of the California Water Environmental Association in 1995, 1996, 2002, 2006, 2010, 2015, and 2017; and

WHEREAS, Chris played a key role in the Pipeline Conversion Project which was awarded Special engineering Achievement Award by the California Water Environment Association in 1996; and

WHEREAS, Chris was responsible for developing and implementing a rigorous training program that is the foundation for probationary training, facilitating a cross training program that prepares employees to promote across classifications in the Wastewater Collections Division, and implementing a new safety program in the Environmental Utilities Department; and

WHEREAS, Chris led the Wastewater Collection Division teams that were awarded statewide Collection System of the Year Awards from the California Water Environmental Association in 2010 and 2011; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend **CHRIS BRACCO** for his 34 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

SIGNED this 15th day of July, 2020.

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 0872

File #: 0206-03-01

Title: Creekview Community Facilities District No. 1 Series 2020 Bond Issuance

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

Meeting Date: 7/15/2020

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the issuance of special tax bonds for, and on behalf of, the City of Roseville Creekview Community Facilities District (CFD) No. 1 (Public Facilities), approving and directing the execution of a Fiscal Agent Agreement, Bond Purchase Agreement, and Acquisition Agreement, approving the form of the Preliminary Official Statement, approving sale of such bonds, and approving other related documents and actions. The attached resolution authorizes the execution and delivery of the following documents required for Creekview CFD No. 1 (Public Facilities):

- Fiscal Agent Agreement
- Preliminary Official Statement
- Bond Purchase Agreement
- Funding, Construction, and Acquisition Agreement

BACKGROUND

Creekview CFD No. 1 (Public Facilities) was formed November 6, 2019 with Resolution 19-456. The maximum authorized indebtedness for the district is \$81,000,000 for Improvement Area No. 1, and an amount not to exceed \$137,000,000 for the future annexation area. The 2020 Bonds are the first series of bonds being issued at the developer's request for Improvement Area No. 1, in an amount not to exceed \$13,500,000, to: i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve account for the 2020 Bonds, (iii) provide capitalized interest for debt service due on the Bonds, and (iv) pay costs of issuance of the Bonds.

FISCAL IMPACT

The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of the debt service, CFD administration, and any authorized pay-as-you-go facilities, as well

as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of these bonds will not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

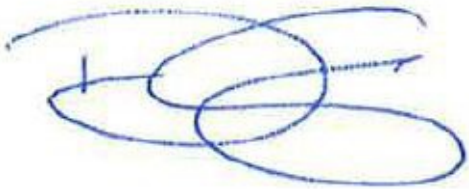
COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest costs of the Bonds: 4.10%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): \$480,900; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized interest, if any): \$9,300,000; and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: \$20,642,300.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-281

Fiscal Agent Agreement

Preliminary Official Statement

Bond Purchase Agreement

Funding, Construction, and Acquisition Agreement

RESOLUTION NO. 20-281

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

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

WHEREAS, the Council, as legislative body of the District, authorized the incurrence of bonded indebtedness for the District, including the Future Annexation Area, in the maximum aggregate principal amount of \$218,000,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, \$81,000,000 and (ii) for the portion of the Future Annexation Area, an amount not to exceed \$137,000,000, and the City now desires to issue the first series of special tax bonds under the Authorization (the "Bonds"); and

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

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

WHEREAS, authorized improvements for the District funded from proceeds of the Bonds will be acquired by the City from a developer of land in the District pursuant to the terms of a Funding, Construction and Acquisition Agreement (the "Acquisition Agreement") by and between the the City and the developer, and the Council, with the aid of City staff, has reviewed the Acquisition Agreement and found it to be in proper order, and now desires to approve the form of the Acquisition Agreement; and

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

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

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

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

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

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City designated as "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities), Improvement Area No. 1, Special Tax Bonds Series 2020" in an aggregate principal amount not to exceed \$13,500,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within Improvement Area No. 1 subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within Improvement Area No. 1, plus the portion of all other bonds outstanding that are secured by a special tax levied under the Act on property within Improvement Area No. 1 or a special assessment levied on property within Improvement Area No. 1.

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

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

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

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

7. **Approval of Bond Purchase Agreement.** The Council hereby approves the Bond Purchase Agreement in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed \$13,500,000 or result in an Underwriter's discount in excess of 1.4% of the par amount of the Bonds, or a true interest cost in excess of 5.75%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. **Approval of Acquisition Agreement.** The Council hereby approves the Acquisition Agreement in substantially the form on file with the City Clerk. An Authorized Officer is hereby authorized and directed to execute the Acquisition Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

9. **Actions Authorized.** All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the Future Annexation Area, the designation of Improvement Area No. 1, and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby

authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

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

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2020, by the following vote of the City Council:

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

Mayor

ATTEST:

City Clerk

FISCAL AGENT AGREEMENT

by and between

CITY OF ROSEVILLE

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent**

Dated as of _____ 1, 2020

Relating to:

**\$ _____
City of Roseville
Creekview Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 1
Special Tax Bonds
Series 2020**

TABLE OF CONTENTS

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01.	Authority for this Agreement	3
Section 1.02.	Agreement for Benefit of Bondowners	3
Section 1.03.	Definitions	3

ARTICLE II

THE 2020 BONDS

Section 2.01.	Principal Amount; Designation	12
Section 2.02.	Terms of the 2020 Bonds	12
Section 2.03.	Redemption	13
Section 2.04.	Form of Bonds	16
Section 2.05.	Execution of Bonds.....	16
Section 2.06.	Transfer of Bonds.....	16
Section 2.07.	Exchange of Bonds	17
Section 2.08.	Bond Register.....	17
Section 2.09.	Temporary Bonds.....	17
Section 2.10.	Bonds Mutilated, Lost, Destroyed or Stolen	17
Section 2.11.	Limited Obligation.....	18
Section 2.12.	Book-Entry Only System	18
Section 2.13.	No Acceleration	19

ARTICLE III

ISSUANCE OF BONDS

Section 3.01.	Issuance and Delivery of Bonds	20
Section 3.02.	Application of Proceeds of Sale of 2020 Bonds	20
Section 3.03.	Special Tax Fund.....	20
Section 3.04.	Improvement Fund	21
Section 3.05.	Costs of Issuance Fund.....	22

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01.	Pledge of Special Tax Revenues and Other Amounts.	23
Section 4.02.	Bond Fund	23
Section 4.03.	Reserve Fund	25

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01.	Punctual Payment	27
Section 5.02.	Limited Obligation.....	27
Section 5.03.	Extension of Time for Payment	27
Section 5.04.	Against Encumbrances.....	27
Section 5.05.	Books and Accounts.....	27
Section 5.06.	Protection of Security and Rights of Owners.....	27
Section 5.07.	Compliance with Law; Completion of Project	28
Section 5.08.	Private Activity Bond Limitation	28
Section 5.09.	Federal Guarantee Prohibition	28
Section 5.10.	Collection of Special Tax Revenues.....	28
Section 5.11.	Further Assurances	29
Section 5.12.	No Arbitrage	29
Section 5.13.	Maintenance of Tax-Exemption.....	29
Section 5.14.	Annual State Reports	29
Section 5.15.	Covenant to Foreclose	30
Section 5.16.	Continuing Disclosure to Owners	30

Section 5.17.	Additional Bonds.....	30
Section 5.18.	Yield of the Bonds	32

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS;
LIABILITY OF THE CITY

Section 6.01.	Deposit and Investment of Moneys in Funds	33
Section 6.02.	Rebate of Excess Investment Earnings to the United States	34
Section 6.03.	Limited Obligation.....	34

ARTICLE VII
THE FISCAL AGENT

Section 7.01.	Appointment of Fiscal Agent.....	35
Section 7.02.	Liability of Fiscal Agent.....	35
Section 7.03.	Information.....	37
Section 7.04.	Notice to Fiscal Agent.....	37
Section 7.05.	Compensation, Indemnification	38

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01.	Amendments Permitted	39
Section 8.02.	Owners' Meetings.....	39
Section 8.03.	Procedure for Amendment with Written Consent of Owners.....	40
Section 8.04.	Disqualified Bonds.....	40
Section 8.05.	Effect of Supplemental Agreement.....	40
Section 8.06.	Endorsement or Replacement of Bonds Issued After Amendments	41
Section 8.07.	Amendatory Endorsement of Bonds	41
Section 8.08.	Opinion of Counsel Regarding Supplemental Agreement.....	41

ARTICLE IX
MISCELLANEOUS

Section 9.01.	Benefits of Agreement Limited to Parties	42
Section 9.02.	Successor is Deemed Included in All References to Predecessor	42
Section 9.03.	Discharge of Agreement.....	42
Section 9.04.	Execution of Documents and Proof of Ownership by Owners	43
Section 9.05.	Waiver of Personal Liability	43
Section 9.06.	Notices to and Demands on City and Fiscal Agent	43
Section 9.07.	Partial Invalidity	44
Section 9.08.	Unclaimed Moneys	44
Section 9.09.	Applicable Law	44
Section 9.10.	Conflict with Act	44
Section 9.11.	Conclusive Evidence of Regularity	44
Section 9.12.	Payment on Business Day	44
Section 9.13.	Counterparts.....	44

EXHIBIT A	FORM OF BOND	
EXHIBIT B	OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM IMPROVEMENT FUND	

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into as of _____ 1, 2020, by and between the City of Roseville, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the "District"), and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

WITNESSETH:

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

WHEREAS, the City Council, as legislative body of the District, authorized the incurrence of bonded indebtedness for the District, including the Future Annexation Area, in the maximum aggregate principal amount of \$218,000,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, \$81,000,000 and (ii) for the portion of the Future Annexation Area, an amount not to exceed \$137,000,000, and the City now desires to issue the first series of special tax bonds under the Authorization; and

WHEREAS, under the provisions of the Act, on _____, 2020, the City Council of the City adopted its Resolution No. 20-____ (the "Resolution"), which resolution, among other matters, authorized the issuance of its "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2020" to provide moneys for the construction and acquisition of improvements for the District, and provided that said issuance would be in accordance with the Act and this Agreement and authorized the execution hereof; and

WHEREAS, it is in the public interest and for the benefit of the City, the District, the persons responsible for the payment of special taxes and the Owners of the Bonds (as defined herein) that the City enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds and any additional bonds authorized to be issued hereunder and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the City for Improvement Area No. 1 of the District and issued as in the Act, the Resolution and this Agreement provided to be legal, valid and binding and special obligations of the City for Improvement Area No. 1 of the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this

Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Acquisition Agreement" means the Funding, Construction and Acquisition Agreement dated as of _____, 2020 by and between the City and the Developer.

"Additional Bonds" means any series of bonds issued on a parity with the 2020 Bonds pursuant to Section 5.17.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including, but not limited to, any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid, and any advances of funds by the City under Section 6.02 hereof.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

"Annual Debt Service" means, for each Bond Year and each series of Outstanding Bonds, the sum of (i) the interest due on the respective series of Outstanding Bonds in such Bond Year, assuming that such Outstanding Bonds are retired as scheduled, and (ii) the

principal amount of the respective series of Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

“Authorized Officer” means the City Manager, Chief Financial Officer, City Attorney or any other officer or employee authorized by the City Council of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

“Bond Counsel” means (i) Jones Hall, A Professional Law Corporation or (ii) any other attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Fund” means the fund by that name established pursuant to Section 4.02(A) hereof.

“Bond Year” means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 20____.

“Bonds” means the 2020 Bonds and any Additional Bonds.

“Business Day” means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

“CDIAC” means the California Debt and Investment Advisory Commission of the office of the California State Treasurer or any successor agency or bureau thereto.

“Chief Financial Officer” means the duly acting Chief Financial Officer of the City, or if the City has no Chief Financial Officer, the Finance Director, Treasurer or other officer of the City serving a similar role.

“City” means the City of Roseville, California, and any successor thereto.

“Closing Date” means _____, 2020, the date upon which there is a physical delivery of the 2020 Bonds in exchange for the amount representing the purchase price of the 2020 Bonds by the Original Purchaser.

“Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate, dated as of the Closing Date, executed by the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Costs of Issuance” means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent, including its first annual administration fee, and expenses and fees of counsel to the Fiscal Agent, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter’s) discount or underwriting fee, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

“Costs of Issuance Fund” means the fund by that name established pursuant to Section 3.05(A) hereof.

“Developer” means Anthem United Creekview Developments Limited Partnership.

“DTC” means the Depository Trust Company, and its successors and assigns.

“Debt Service” means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“Depository” means (i) initially, DTC, and (ii) any other Securities Depository acting as Depository pursuant to Section 2.12.

“District” means the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) formed pursuant to the Resolution of Formation.

“Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

“Federal Securities” means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

- (i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States

Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as “stripped” obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or passthrough obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

“Fiscal Agent” means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

“Fiscal Year” means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

“Improvement Area No. 1” means the area designated as Improvement Area No. 1 of the District pursuant to the Resolution of Formation.

“Improvement Fund” means the fund by that name established pursuant to Section 3.04(A).

“Information Services” means “EMMA” or the “Electronic Municipal Market Access” system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer’s Certificate delivered to the Fiscal Agent.

“Interest Payment Dates” means March 1 and September 1 of each year, commencing _____ 1, 20____.

“Maximum Annual Debt Service” means, for each series of Outstanding Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of the respective series of Outstanding Bonds.

“Officer’s Certificate” means a written certificate of the City signed by an Authorized Officer of the City.

“Ordinance” means any ordinance of the City levying the Special Taxes.

“Original Purchaser” means, with respect to each series of Bonds, the first purchaser of such Bonds from the City.

“Other Mello-Roos Bonds” has the meaning given that term in Section 5.17.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

“Owner” or “Bondowner” means any person who shall be the registered owner of any Outstanding Bond.

“Participating Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

“Permitted Investments” means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent is entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Federal Securities;

(ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and (d) bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally

recognized rating service; (b) the most recent reported combined capital, surplus and undivided profits of such bank shall be not less than \$100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than thirty (30) days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers' acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations

that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000) and having an “AA” or higher rating for the issuer’s debentures, other than commercial paper, as provided for by Moody’s Investors Service or Standard and Poor’s Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program; or

(xiii) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however*, that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement.

(xiv) any other lawful investment for City funds.

“Prepayment” means moneys received by the City from the prepayment of Special Taxes as provided in the Special Tax Formula.

“Prepayment Account” means the account within the Bond Fund by that name established pursuant to Section 4.02(A).

“Principal Office” means the corporate trust office of the Fiscal Agent set forth in Section 9.06, or such other or additional offices as may be designated by the Fiscal Agent.

“Project” means the acquisition and/or construction of the authorized facilities for the District described in the Resolution of Formation, including Administrative Expenses related thereto.

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody’s at the time of issuance; (ii) such letter of credit or surety bond has a term of at least 12 months; (iii) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (iv) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

“Record Date” means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a Business Day.

“Regulations” means temporary and permanent regulations promulgated under the Code.

“Reserve Fund” means the fund by that name established pursuant to Section 4.03(A).

“Reserve Requirement” means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement for the 2020 Bonds shall not increase after the date of issuance of the 2020 Bonds;

(b) in no event shall the City be obligated to deposit an amount in any reserve fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument in accordance with Section 4.03(A).

“Resolution” means Resolution No. 20-___ adopted by the City Council of the City on July 15, 2020, which resolution, among other matters, authorized the issuance of the Bonds.

“Resolution of Formation” means Resolution No. 19-456, adopted by the City Council of the City on November 6, 2019.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in an Officer’s Certificate delivered to the Fiscal Agent.

“Special Tax Formula” means the “Rate, Method of Apportionment, and Manner of Collection of Special Tax for City of Roseville Creekview Community Facilities District No. 1 (Public Facilities),” approved by the qualified electors in the District on November 6, 2019, and as it may be amended in the future.

“Special Tax Fund” means the fund by that name established by Section 3.03(A) hereof.

“Special Tax Revenues” means the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but shall not

include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

“Special Taxes” means the “Facilities Special Tax” (as defined in the Special Tax Formula) levied within Improvement Area No. 1 pursuant to the Act, the Ordinance, and this Agreement. For clarity, the “Maintenance Special Tax” (as defined in the Special Tax Formula) is not included in this definition of “Special Taxes” and does not constitute security for the repayment of the Bonds.

“Supplemental Agreement” means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

“Term 2020 Bonds” means the 2020 Bonds maturing on September 1, 20____, September 1, 20____, September 1, 20____, September 1, 20____, and September 1, 20____.

“2020 Bonds” means the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2020.

“2020 Capitalized Interest Account” means the fund by that name established pursuant to Section 4.02(A) hereof.

“2020 Reserve Account” means the account within the Reserve Fund by that name established pursuant to Section 4.03(A).

ARTICLE II

THE 2020 BONDS

Section 2.01. Principal Amount; Designation. The 2020 Bonds in the aggregate principal amount of \$_____ are hereby authorized to be issued by the City for the District under and subject to the terms of the Resolution and this Agreement, the Act and other applicable laws of the State of California. The 2020 Bonds shall be designated the "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2020."

Section 2.02. Terms of the 2020 Bonds.

(A) Form; Denominations. The 2020 Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof. The 2020 Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of the 2020 Bonds. The 2020 Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2020 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2020 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2020 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities. The 2020 Bonds shall be issued as term bonds, and shall mature and become payable as follows:

Maturity (Sept. 1)	Principal Amount	Interest Rate	CUSIP† (_____)
	\$	%	

(E) Interest. The 2020 Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each 2020 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a 2020 Bond, interest is in default thereon, such 2020 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the 2020 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on the Interest Payment Dates by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date of any Owner of \$1,000,000 or more in aggregate principal amount of 2020 Bonds; provided that so long as any 2020 Bonds are in book-entry form, payments with respect to such 2020 Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent to the Depository. The principal of the 2020 Bonds and any premium on the 2020 Bonds are payable in lawful money of the United States of America upon surrender of the 2020 Bonds at the Principal Office of the Fiscal Agent. All 2020 Bonds paid by the Fiscal Agent pursuant to this Section shall be cancelled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled 2020 Bonds and issue a certificate of destruction thereof to the City.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The 2020 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2020 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

(ii) Mandatory Redemption From Prepayments. The 2020 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities of the 2020 Bonds and Additional Bonds as specified by the City, and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2020 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

(iii) Mandatory Sinking Fund Redemption. The Term 2020 Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2020 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
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Term 2020 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
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The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional or mandatory redemption of the Term 2020 Bonds pursuant to Section 2.03(A)(i) or (ii) above. In the event of a redemption pursuant to Section 2.03(A)(i) or (ii), the City shall provide the Fiscal Agent with a revised sinking fund schedule giving effect to the redemption so completed.

In lieu of redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2020 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2020 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2020 Bonds pursuant to Section 2.03(A)(i) and (ii) not less than 60 days prior to the applicable redemption date.

(C) Redemption Procedure by Fiscal Agent; Rescission. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2020 Bonds designated for redemption, at their addresses appearing on the 2020 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2020 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2020 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2020 Bond numbers of the 2020 Bonds to be redeemed by giving the individual CUSIP number and 2020 Bond number of each 2020 Bond to be redeemed or shall state that all 2020 Bonds between two stated 2020 Bond numbers, both inclusive, are to be redeemed or that all of the 2020 Bonds of one or more maturities have been called for redemption, shall state as to any 2020 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2020 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2020 Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of 2020 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2020 Bonds being redeemed with the proceeds of such check or other transfer.

The City has the right to rescind any notice of the redemption of 2020 Bonds under Section 2.03(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2020 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Whenever provision is made in this Agreement for the redemption of less than all of the 2020 Bonds of any maturity, the Fiscal Agent shall select the 2020 Bonds to be redeemed, from all 2020 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of 2020 Bonds redeemed in part only, the City shall execute, and the Fiscal Agent shall authenticate and deliver, to the registered Owner, at the expense of the City, a new 2020 Bond or 2020 Bonds, of the same series and maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the 2020 Bond or 2020 Bonds.

(D) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2020 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2020 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2020 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled 2020 Bonds and issue a certificate of destruction thereof to the City.

Section 2.04. Form of Bonds. The 2020 Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Prior to any transfer of Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system), the transferor shall provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Fiscal Agent shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent who shall deliver a certificate of destruction thereof to the City. If any Bond shall be lost, destroyed

or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the City satisfactory to the Fiscal Agent shall be given, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall be special obligations of the City, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the full faith and credit nor the taxing power of the City (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein as a separate fully registered certificate (in printed or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond Register kept by the Fiscal Agent for the Bonds in the name of Cede & Co, as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond Register in the name of Cede & Co, as nominee of DTC, the Fiscal Agent shall not have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, the Fiscal Agent shall not have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co, or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption or mandatory tender, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

The Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of prepayment and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and

for all purposes whatsoever. The Fiscal Agent shall pay all principal of and interest on the Bonds only to the Owners as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sums or sums so paid.

No person other than an Owner, as shown on the Bond Register, shall receive a physical Bond. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.12 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Fiscal Agent and the City during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the City shall mail notice of such termination to the Fiscal Agent.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest of the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners as soon as practicable.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the prepayment or redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for the District in the aggregate principal amount set forth in Section 2.01 (with respect to the 2020 Bonds) or as authorized in any Supplemental Agreement (with respect to any Additional Bonds) and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2020 Bonds.

(A) The proceeds of the purchase of the 2020 Bonds by the Original Purchaser in the amount of \$_____, which is the principal amount thereof (\$_____) plus/less [net] original issue premium/discount of \$_____ and less Underwriter's discount of \$_____, shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

- (i) Deposit in the 2020 Reserve Account of the Reserve Fund \$_____, equaling the initial amount of the Reserve Requirement for the 2020 Bonds;
- (ii) Deposit in the Improvement Fund \$_____;
- (iii) Deposit in the 2020 Capitalized Interest Account of the Bond Fund \$_____ to pay interest on the 2020 Bonds through _____ 1, 20____; and
- (iv) Deposit in the Costs of Issuance Fund \$_____.

(B) The Fiscal Agent may establish such temporary funds and accounts as is necessary to accomplish the purposes of Section 3.02(A).

Section 3.03. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Chief Financial Officer, the Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Special Tax Fund, to the credit of which the City shall deposit, immediately upon receipt, all Special Tax Revenues received by the City (other than as a result of Prepayments) and any other amounts required hereunder to be deposited in the Special Tax Fund, and within such fund, a Surplus Account, to the credit of which the City shall deposit surplus Special Tax Revenues described in Section 3.03(B) below. Moneys in the Special Tax Fund shall be held in trust by the City for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. As soon as practicable after the receipt by the City of any Special Tax Revenues, other than as a result of Prepayments, or the transfer of amounts to the Special Tax Fund pursuant to the terms hereof, but no later than 10 Business Days after such receipt or transfer, the Chief Financial Officer shall withdraw from the Special Tax Fund and transfer to the Fiscal Agent for deposit: (i) in the Bond Fund, an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year; (ii) in the Reserve Fund, an amount, taking into account amounts then on deposit in each reserve account within the Reserve Fund, so that the amount in the reserve accounts of the Reserve Fund equals the Reserve Requirement with respect to each series of Bonds. After the transfers under subsections (i) and (ii) have been made, the City may, on or after September 2nd of each year transfer to the Surplus Account the amount remaining in the Special Tax Fund, whereupon such moneys transferred shall be free of the pledge for payment of the Bonds.

From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay Administrative Costs, costs of the Project or incidental expenses of the District authorized under the Act. Moneys in the Surplus Account may, at the City's discretion, also be used to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Improvement Fund, to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Improvement Fund shall be held in trust and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of costs of the Project. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. Prior to disbursement, amounts on deposit in the Improvement Fund shall be subject to a lien in favor of the Owners of the Bonds.

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate substantially in the form of Exhibit B attached hereto which shall:

- (i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, the person to which the disbursement is to be paid and state that such disbursement is for a Project cost; and
- (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officers Certificate previously filed requesting disbursement.

Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

(C) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(D) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project and all Administrative Expenses of the District have been paid, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed. At least 30 days prior to closing the Improvement Fund, the City shall notify the Developer at the address for notices set forth in the Acquisition Agreement of its intention to do so.

Section 3.05. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance of the 2020 Bonds.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by an Authorized Officer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all Costs of Issuance of the Bonds upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date of the Bonds. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 6 months from the Closing Date of the Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Bond Fund for payment of debt service on the 2020 Bonds. Thereafter, every invoice received by the Fiscal Agent shall be submitted to the Chief Financial Officer for payment from amounts on deposit in the Special Tax Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues and Other Amounts. All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. In addition, the 2020 Bonds shall be secured by a pledge and lien on the 2020 Reserve Account of the Reserve Fund, and each Series of Additional Bonds shall be secured by a separate reserve account established within the Reserve Fund as set forth in a Supplemental Agreement. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Costs of Issuance Fund for any series of Bonds are not pledged to the repayment of the Bonds. The facilities acquired with the proceeds of the Bonds are not in any way pledged to pay the Debt Service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to pay the Debt Service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Bond Fund, to the credit of which deposits shall be made as required by Section 3.02, Section 3.03(B), Section 4.03 and any other amounts required to be deposited therein by this Agreement or the Act. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Within the Bond Fund there is hereby established the Prepayment Account, which shall be used exclusively for the administration of any prepayments of Special Taxes to assure the timely redemption of Bonds. Monies in the Prepayment Account shall be used to redeem Bonds on the redemption date specified in the notice to the Fiscal Agent given pursuant to Section 2.03(A)(ii). In the event all of the Special Taxes are prepaid in full, the Prepayment Account shall be closed.

There is also hereby created within the Bond Fund a "2020 Capitalized Interest Account" which account is hereby established for purposes of accounting for the disposition of 2020 Bonds, a portion of the proceeds of which will be deposited to such 2020 Capitalized Interest Account pursuant to Section 3.02(A). The amount deposited to the 2020 Capitalized Interest Account and any investment earnings thereon shall be used solely to make payments on the 2020 Bonds, and the amount deposited to the 2020 Capitalized Interest Account and any investment earnings thereon shall be applied solely to make payments on the 2020 Bonds

through and including _____ 1, 20____. Any excess amounts therein on _____ 2, 20____ shall be transferred to the Bond Fund, and the 2020 Capitalized Interest Account shall thereupon be closed.

(B) Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(iii) or any redemption of the Bonds under Section 2.03(A)(i). Amounts in the 2020 Capitalized Interest Account of the Bond Fund shall be drawn on before any other amounts in the Bond Fund.

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on any series of Bonds, the Fiscal Agent shall withdraw from the respective reserve account within the Reserve Fund established for such series of Bonds to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amounts so withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

(C) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

(D) Deficiency. If 10 days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Chief Financial Officer such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Chief Financial Officer in writing of such fact, and the Chief Financial Officer shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under this Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Reserve Fund, and within the Reserve Fund shall be established a "2020 Reserve Account," to the credit of which a deposit shall be made as required by Section 3.02 and deposits shall be made as provided in Section 3.03(B). For each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

(B) Use of Fund. Except as otherwise provided in this Section, all amounts deposited in a reserve account of the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency within five days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the respective series of Bonds on such Interest Payment Date. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Chief Financial Officer.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account (it being understood the City calculates the Reserve Requirement in accordance with the definition thereof), the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to Section 4.03(D) and 6.02 below, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with Section 4.02; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds as provided in an Officer's Certificate in accordance with Section 2.03(B), such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in a reserve account of the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds covered by such reserve account, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and after making any transfer required under Section 4.03(D) above and upon receipt of an Officer's Certificate directing it to do so, the Fiscal Agent shall transfer the amount in the applicable reserve account of the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03 as applicable, of all such Outstanding Bonds. In the event that the amount so transferred to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds covered by the applicable reserve account, the balance in such reserve account shall be transferred to the City, after payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the City.

Notwithstanding the foregoing, no amounts shall be transferred from a reserve account of the Reserve Fund pursuant to this Section 4.03(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the respective series of Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in each reserve account of the Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the applicable reserve account of the Reserve Fund to be used and disbursed as provided in this Section 4.03.

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in certain funds created hereunder as, and to the extent, set forth in Section 4.01.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Reserve Fund, the Improvement Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent may establish and maintain for so long as is necessary one or more temporary funds and accounts under this Agreement.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their

rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Compliance with Law; Completion of Project. The City will comply with all applicable provisions of the Act and the law in completing the acquisition and construction of the Project; provided that the City shall have no obligation to advance any funds to complete the Project in excess of the amounts available therefor in the Improvement Fund.

Section 5.08. Private Activity Bond Limitation. The City shall assure that the proceeds of the 2020 Bonds are not so used as to cause the 2020 Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 5.09. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2020 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.10. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Chief Financial Officer with a notice stating the amount then on deposit in the Bond Fund and the reserve accounts of the Reserve Fund. The receipt of such notice by the Chief Financial Officer shall in no way affect the obligations of the Chief Financial Officer under the following two paragraphs. Upon receipt of such notice, the Chief Financial Officer shall ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within Improvement Area No. 1 for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Chief Financial Officer, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within Improvement Area No. 1 required for the payment of principal of and interest on any outstanding Bonds secured by the Special Tax Revenues becoming due and payable during the ensuing Bond Year, including any necessary replenishment or expenditure of amounts in the Reserve Fund and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be

collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

Section 5.11. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.12. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Section 5.13. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.14. Annual State Reports. The following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the City shall prepare and supply the California Debt and Investment Advisory Commission ("CDIAC"), by mail, postage prepaid, with the information required under Section 53359.5(b) of the Act. Not later than January 1 of the year following issuance of the Bonds, and at least once a year thereafter, the Chief Financial Officer shall file a report with the City Council in accordance with the requirements of Government Code Section 53411, which report shall contain: (a) the amount of Special Taxes collected and expended; and (b) if applicable, the status of the Project. In addition, no later than seven months after the end of the City's fiscal year, the City shall prepare and supply to CDIAC the information required by Section 8855(k) of the Government Code. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal and interest on the Bonds, the Fiscal Agent shall notify the Chief Financial Officer of such failure or withdrawal in writing. An official of the City shall notify CDIAC pursuant to Government Code Section 53359.5(c) within 10 days of the occurrence of any of the following events: (i) the scheduled principal or interest on the Bonds is not paid; or (ii) a draw on the Reserve Fund to pay to pay principal and interest on the Bonds which draw causes the Reserve Fund to be reduced to an amount less than the Reserve Requirement.

(C) Amendment. The reporting requirements of this Section 5.14 shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to the applicable provisions of the Government Code, including the Act.

(D) Reports to Bondowners. The Chief Financial Officer shall provide copies of any reports required by this Section to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the City to photocopy and pay any postage or other delivery cost to provide the same, as determined by the Chief Financial Officer. The term "Bondowner" for purposes of this Section shall include any beneficial owner of the Bonds as described in Section 2.12.

(E) No Liability. None of the City and its officers, agents and employees, or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section.

Section 5.15. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County of Placer relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in Improvement Area No. 1 for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area No. 1 in such Fiscal Year, but that property owned by any single property owner in Improvement Area No. 1 is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in Improvement Area No. 1 is delinquent cumulatively by more than \$3,250 with respect to the current and past Special Tax due (irrespective of the total delinquencies in Improvement Area No. 1), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner. The Chief Financial Officer shall notify legal counsel of any such delinquency of which it is aware, and such legal counsel shall commence, or cause to be commenced, such actions to collect such delinquencies and subsequent foreclosure proceedings in such a manner as such counsel deems appropriate.

Section 5.16. Continuing Disclosure to Owners. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; provided, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.17. Additional Bonds.

(A) Issuance of Additional Bonds. In addition to the 2020 Bonds, the City may, by a Supplemental Agreement, authorize the issuance of one or more additional series of special tax bonds (the "Additional Bonds"), payable from Special Taxes and secured by the Special Tax Revenues and other amounts pledged to the Bonds, as and to the extent set forth in Section 4.01, equally and ratably with 2020 Bonds, and the City may issue, and the Fiscal Agent may authenticate and deliver to the purchaser thereof, such Additional Bonds in the principal amount

as shall be determined by the City, subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

- (i) No default in the 2020 Bonds shall have occurred and then be continuing,
- (ii) The issuance of the Additional Bonds shall have been duly authorized by the City, and not exceed the maximum bonded indebtedness authorized under the Act.
- (iii) The Additional Bonds shall be payable as to principal on September 1 in each year in which principal becomes due, and shall be payable as to interest semiannually on March 1 and September 1.
- (iv) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.
- (v) After giving effect to the issuance of the Additional Bonds:
 - (a) For each Bond Year the Additional Bonds are Outstanding, projected Special Taxes Revenues, if levied at the maximum annual Special Tax rates per the Special Tax Formula, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City; provided however, for purposes of this calculation projected Special Taxes Revenues will not include Special Tax Revenues generated from the High Density Residential parcels until they are a Developed Parcel (as such terms are defined in the Special Tax Formula) for the upcoming Fiscal Year; and
 - (b) The aggregate value of all parcels in Improvement Area No. 1 subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the proportionate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in Improvement Area No. 1, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then Outstanding and the Additional Bonds, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within Improvement Area No. 1 (the “**Other Mello-Roos Bonds**”) equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within Improvement Area No. 1 subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which the Additional Bonds are issued, as determined by the City), based upon information from the most recent available Fiscal Year.

Nothing in this Section or in this Agreement shall prevent or be construed to prevent the Supplemental Agreement providing for the issuance of Additional Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by this Agreement, additional security for the benefit of such Additional Bonds or any portion thereof.

Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in this Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

(B) Proceedings for Issuance of Additional Bonds. Whenever the City shall determine to issue Additional Bonds:

(i) The City shall authorize the execution of a Supplemental Agreement specifying the principal amount and prescribing the forms of the Additional Bonds and providing the terms, conditions, distinctive designation, denominations, methods of numbering, date, maturity date or dates, interest rate or rates (or the manner of determining same), interest payment dates, redemption provisions (including the amount and dates of mandatory sinking fund payments, if any), place or places of payment of principal or redemption price, if any, application of the proceeds thereof and any other provisions respecting the Additional Bonds not inconsistent with the terms of this Agreement, and

(ii) The Fiscal Agent shall receive an Officer's Certificate stating that the requirements of Section 5.17(A) have been met.

Section 5.18. Yield of the Bonds. In determining the yield of the Bonds to comply with Section 5.12 and Section 6.02, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the closing date of the Bonds, without regard to whether or not redemption moneys are received or Bonds are redeemed.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall hold such moneys uninvested and notify the Chief Financial Officer that it is doing so until further direction is received from the Chief Financial Officer. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Chief Financial Officer shall be invested by the Chief Financial Officer in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent may act as principal or agent in the acquisition or disposition of any investment. The Fiscal Agent shall not incur any liability for losses arising from any investments made pursuant to this Section. Any losses arising from any investments made pursuant to this Section shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the City at their present value (within the meaning of Section 148 of the Code). The Fiscal Agent shall not be liable for verification of the application of such sections of the Tax Code or for any determination of Fair Market Value or present value and may conclusively rely upon an Officer's Certificate as to such valuations.

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Chief Financial Officer hereunder, provided that the Fiscal Agent or the Chief Financial Officer, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent or the Chief Financial Officer, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Chief Financial Officer

shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The City covenants to calculate and rebate to the federal government, in accordance with the Regulations, excess investment earnings to the extent required by Section 148(f) of the Code.

The City shall notify the Fiscal Agent of any amounts determined to be due to the federal government, and the Fiscal Agent shall, upon receipt of an Officer's Certificate of the City, withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D), and pay such amounts to the federal government as directed by the Officer's Certificate which shall comply with the requirements of the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the Fiscal Agent shall notify the Chief Financial Officer in writing of the amount of the shortfall and the Chief Financial Officer shall make such payment from any amounts available in the Special Tax Fund. Any fees or expenses incurred by the Fiscal Agent or the City under or pursuant to this Section 6.02 shall be Administrative Expenses. The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder.

In order to provide for the administration of this Section 6.02, the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

Section 6.03. Limited Obligation. The City's obligations hereunder are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund created hereunder.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. The Bank of New York Mellon Trust Company, N.A., at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, with 30 days' prior notice, and may appoint a successor or successors thereto, but any such successor shall be a bank, national banking association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000) including, for such purpose, the combined capital and surplus of any parent holding company, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within thirty (30) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information,

statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. All indemnifications and releases from liability granted to the Fiscal Agent hereunder shall extend to the directors, officers and employees of the Fiscal Agent. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of unavoidable delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Fiscal Agent to do things enumerated in this Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

The Fiscal Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder either directly or by or through attorneys or agents, and shall be entitled to rely on advice of counsel concerning all matters of trust and its duty hereunder.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements hereof. The Fiscal Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means by an Authorized Officer (or his or her designee) ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate for each person with the authority to provide such Instructions and containing specimen signatures of such persons, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer (or designee) listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer (or designee). The City shall be responsible for ensuring that only Authorized Officers (or their designees) transmit such

Instructions to the Fiscal Agent and that the City is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall, with respect to Bonds then Outstanding, (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds in any material respect, including to effectuate the issuance of Additional Bonds in accordance with Section 5.17;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds; or

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise herein above specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon request, the City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such

modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Agreement. The Fiscal Agent shall be furnished, upon request, an opinion of counsel that any Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Article VIII, and the Fiscal Agent may conclusively rely upon such opinion.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent or other fiduciary, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums, or;

(C) by irrevocably depositing with the Fiscal Agent or other fiduciary, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City (i) under Section 5.13 (Maintenance of Tax-Exemption) and (ii) to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Chief Financial Officer
Fax: (916) 746-1220

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

The Bank of New York Mellon Trust Company, N.A.
100 Pine Street, Suite 3200
San Francisco, CA 94111
Attention: Corporate Trust Administration
Fax: (415) 399-1647

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two years after the date when the payments of such principal, interest and premium have become payable, if such moneys was held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City of Roseville has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Resolution No. 20-____, adopted by the Council of the City of Roseville on _____, 2020, and the Fiscal Agent has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation,
for and on behalf of the City of Roseville
Creekview Community Facilities District No. 1
(Public Facilities)

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**, *as Fiscal Agent*

By: _____
Vice President

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: _____
DENNIS KAUFFMAN
Chief Financial Officer

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____

\$ _____

CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2020

INTEREST RATE:
%

MATURITY DATE:
September 1, 20__

BOND DATE:
_____, 2020

CUSIP:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax Revenues (as hereinafter defined) or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing _____ 1, 20__ (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A. in San Francisco, California (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City adopted on _____, 2020 (the "Resolution"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District, and is one of the bonds designated "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2020" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of _____ 1, 2020, by and between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable solely from Special Tax Revenues and the amounts in certain funds held under the Agreement. "Special Tax Revenues" means the proceeds of the facilities special tax ("Special Taxes") levied under the Mello-Roos Act in Improvement Area No. 1 of the District that are received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the special taxes, net of a 1% administration charge of the County (as such charge may be changed in the future), but not including interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

The Term Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20__

Mandatory Redemption Date (<u>Sept. 1</u>)	Sinking Fund <u>Payment</u>
--	--------------------------------

Term Bonds Maturing September 1, 20__

Mandatory Redemption Date (<u>Sept. 1</u>)	Sinking Fund <u>Payment</u>
--	--------------------------------

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document. This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent. It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this Bond to be executed by the facsimile signatures of the Mayor and the City Clerk of the City, all as of the Bond Date stated above.

CITY OF ROSEVILLE, for and on behalf of the
CITY OF ROSEVILLE CREEKVIEW
COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

By: _____
Mayor

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2020

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Fiscal Agent**

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax Identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

**\$ _____
City of Roseville
Creekview Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 1
Special Tax Bonds
Series 2020**

**OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT
FROM THE IMPROVEMENT FUND**

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer" of the City, as such term is defined in that certain Fiscal Agent Agreement, dated as of _____ 1, 2020 (the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) under Section 3.04(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Improvement Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of a Project cost (as that term is defined in the Fiscal Agent Agreement) as described on attached Schedule A;

(iii) an obligation in the stated amount has been properly incurred and each such obligation is a proper charge against the Improvement Fund and has not been subject of any previous requisition of the City requesting disbursement;

(iv) there has not been filed with or served upon the City a stop notice or any other notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable to the person named in this Officer's Certificate, which has not been released or will not be released with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of laws; and

(v) in the case of each payment made under any contract for installation or construction, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed or such materials, equipment or supplies were actually installed in furtherance of the Project or delivered at the site for that purpose or delivered for storage or fabrication at a place or places approved by the City.

Dated: _____, 20__

CITY OF ROSEVILLE

By: _____

Authorized Officer

SCHEDULE A

Payee Name and Address

Purpose of Obligation

Amount

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2020**NEW ISSUE–FULL BOOK ENTRY****NOT RATED**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2020 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

\$ _____ *

CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2020

Dated: Date of Delivery**Due: September 1, as shown on inside cover**

The bonds captioned above (the "2020 Bonds"), are being issued by the City of Roseville (the "City") by and through Improvement Area No. 1 ("Improvement Area No. 1") of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the "District"). The 2020 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Fiscal Agent Agreement dated as of _____, 2020 (the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). The 2020 Bonds are being issued to (i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve account for the 2020 Bonds, (iii) provide capitalized interest for debt service due on the 2020 Bonds through and including _____, 20____, and (iv) pay costs of issuance of the 2020 Bonds. Interest on the 2020 Bonds is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2021. The 2020 Bonds represent the first series of special tax bonds issued for Improvement Area No. 1, and the issuance of additional parity bonds in the future is contemplated, subject to the conditions set forth in the Fiscal Agent Agreement. See "THE BONDS – Authority for Issuance" and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds."

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

The 2020 Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) to be levied by the City on real property within Improvement Area No. 1, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within Improvement Area No. 1. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide funds for payment of the 2020 Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a debt service reserve account for the 2020 Bonds from proceeds of the 2020 Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property currently in Improvement Area No. 1 and subject to the Special Tax is developing into 762 residential units in the Creekview Specific Plan, which is located in the northwest portion of the City. Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the "Master Developer") currently owns all of the land in Improvement Area No. 1, and anticipates selling different villages to merchant builders and others over time as described herein. Land currently in Improvement Area No. 1 constitutes Phase 1 and 2 of the development, and is anticipated to develop into 544 low-density/medium-density residential units and 218 high-density residential units subject to the Special Tax. Of these 762 taxable lots, 280 lots are under contract to be sold to merchant builders D.R. Horton CA2, Inc. (120 lots), K. Hovnanian Homes of Northern California, Inc. (86 lots), and Meritage Homes of California, Inc. (74 lots). Additional taxable land in Improvement Area No. 1 is expected to be sold by the Master Developer in the future as market conditions warrant. See "IMPROVEMENT AREA NO. 1" and "OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1."

The 2020 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS – Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2020 BONDS. THE 2020 BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2020 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2020 Bonds.

The 2020 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall, a Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel, Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, as counsel to the Underwriter, and Holland & Knight LLP, San Francisco, California, as counsel to the Master Developer. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the 2020 Bonds will be available for delivery to DTC on or about _____, 2020.

[Piper Sandler logo]

The date of this Official Statement is _____, 2020.

* Preliminary; subject to change.

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2020**

MATURITY SCHEDULE

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† ()
-----------------------	---------------------	------------------	-------	-------	---------------

\$ _____ % Term Bond Due September 1, 20____; Yield ____%; Price: ____%
CUSIP†: _____

† Copyright 2020, American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed by Standard & Poor's Capital IQ, and are provided for convenience of reference only. Neither the City nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data.

CITY OF ROSEVILLE, CALIFORNIA

City Council

John B. Allard II, *Mayor*
Krista Bernasconi, *Vice Mayor*
Scott Alvord, *Councilmember*
Bruce Houdesheldt, *Councilmember*
Pauline Roccucci, *Councilmember*

City Staff

Dominick Casey, *City Manager*
Dennis Kauffman, *Assistant City Manager/Chief Financial Officer*
Robert R. Schmitt, *City Attorney*
Sonia Orozco, *City Clerk*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

Municipal Advisor

Hilltop Securities Inc.
Encino, California

Special Tax Consultant and Administrator

Willdan Financial Services
Temecula, California

Appraiser

Integra Realty Resources
Sacramento, California

Absorption Consultant

The Gregory Group
Folsom, California

Fiscal Agent

The Bank of New York Mellon Trust Company, N.A.
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the 2020 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the 2020 Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases “will likely result,” “are expected to”, “will continue”, “is anticipated”, “estimate”, “project,” “forecast”, “expect”, “intend” and similar expressions identify “forward looking statements.” Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the 2020 Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2020 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2020 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2020 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE 2020 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

TABLE OF CONTENTS

	Page		Page
INTRODUCTION	2	No History of Special Tax Collections	48
ESTIMATED SOURCES AND USES OF FUNDS.....	7	Overlapping Liens and Priority of Lien	48
THE BONDS	8	Estimated Tax Burden on Single-Family Home.....	50
Authority for Issuance	8	SPECIAL RISK FACTORS	51
Description of the Bonds	8	Limited Obligation of the City to Pay Debt Service	51
Redemption*	9	Concentration of Ownership.....	51
Transfer or Exchange of Bonds	11	Appraised Values	52
SECURITY AND SOURCES OF PAYMENT FOR THE BONDS	13	Property Values and Property Development	52
Special Taxes.....	13	Property Values and Property Development	55
Special Tax Methodology.....	14	FDIC/Federal Government Interests in Properties.....	57
Levy of Annual Special Tax; Maximum Special Tax	16	Bankruptcy and Foreclosure Delays	57
Special Tax Fund	17	Parity Taxes and Special Assessments; Private Debt	59
Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure	17	Tax Delinquencies.....	60
2020 Reserve Account of the Reserve Fund	19	No Acceleration Provisions	61
Improvement Fund	20	Ballot Initiatives	61
Future Parity Bonds	21	Voter Initiatives.....	61
DEBT SERVICE SCHEDULES.....	23	Recent Case Law Related to the Mello-Roos Act.....	62
THE CREEKVIEW SPECIFIC PLAN	24	Recent Changes in Tax Law	63
OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1	26	Cyber Security.....	64
The Master Developer.....	26	Potential Early Redemption of Bonds from Prepayments	64
Property Ownership	27	COVID-19.....	64
The Creekview Development.....	30	CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS	65
Development Agreement	31	CONTINUING DISCLOSURE	66
Environmental Matters	34	UNDERWRITING.....	67
Master Developer Financing Plan	35	MUNICIPAL ADVISOR	67
Cash Flow Statement.....	37	LEGAL OPINION	67
Merchant Builders	37	TAX MATTERS.....	67
Market Absorption Report	40	NO RATINGS.....	69
VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 1	42	NO LITIGATION.....	69
The Appraisal	42	EXECUTION	69
Value to Special Tax Burden Ratios	45		

APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B – THE APPRAISAL

APPENDIX C – THE ABSORPTION REPORT

APPENDIX D – THE CITY OF ROSEVILLE AND PLACER COUNTY

APPENDIX E – FORM OF OPINION OF BOND COUNSEL

APPENDIX F – FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

APPENDIX G – SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX H – DTC AND THE BOOK-ENTRY ONLY SYSTEM

OFFICIAL STATEMENT

\$ _____ *

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2020**

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Roseville (the “**City**”) by and through Improvement Area No. 1 (“**Improvement Area No. 1**”) of the City or Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”) of the bonds captioned above (the “**2020 Bonds**”).

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See “APPENDIX G - SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT.”

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2020 Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. It lies on the Highway 80 corridor between the City of Sacramento and the City of Auburn. With an estimated population as of January 1, 2020 of approximately 145,163, the City is the largest city in Placer County (the “**County**”). For economic and demographic information regarding the area in and around the City, see “APPENDIX D – The City of Roseville and Placer County.”

The District and Improvement Area No. 1. On October 2, 2019, the City Council of the City (the “**City Council**”), as legislative body of the District, adopted a Resolution of Intention to form the District, and designate Improvement Area No. 1 as an improvement area therein, under the Mello-Roos Community Facilities Act of 1982, as amended (the “**Act**”), to levy a special tax and to incur bonded indebtedness for the purpose of financing certain authorized facilities. After conducting a noticed public hearing, on November 6, 2019, the City Council adopted a Resolution of Formation (the “**Resolution of Formation**”), which established the District, designated Improvement Area No.

* Preliminary; subject to change.

1 as an improvement area therein, and formed a future annexation area for the District (the “**Future Annexation Area**”), set forth the Special Tax Formula (defined below) for Improvement Area No. 1 and set forth the necessity to incur bonded indebtedness for Improvement Area No. 1 in a total amount not to exceed \$81,000,000. On the same day, an election was held within Improvement Area No. 1 in which the sole qualified elector in Improvement Area No. 1, the Master Developer (defined below), approved the proposed bonded indebtedness and the levy of the Special Tax. See “IMPROVEMENT AREA NO. 1” and “OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1”.

The Master Developer and the Development. Property in Improvement Area No. 1 and subject to the Special Tax is developing into 762 residential units in the Creekview Specific Plan, which is located in the northwest portion of the City. Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (referred to herein as the “**Master Developer**”) currently owns all of the land in Improvement Area No. 1, and anticipates selling different villages to merchant builders and others over time as described herein. Improvement Area No. 1 constitutes Phases 1 and 2 of the development, and is anticipated to develop into 544 low-density-residential (LDR)/medium-density-residential (MDR) units and 218 high-density-residential (HDR) units subject to the Special Tax. Land in Improvement Area No. 1 also includes 161 HDR units designated as affordable units (portions of Village C-41 and Village C-42) and a commercial parcel (Village C-70) that are not subject to the Special Tax and provide no security for repayment of the 2020 Bonds.

Of the 762 taxable lots in Improvement Area No. 1, 280 LDR lots are under contract to be sold to the following merchant builders (collectively, the “**Merchant Builders**”): D.R. Horton CA2, Inc., a California corporation (“**D.R. Horton**”) (120 lots), K. Hovnanian Homes of Northern California, Inc., a California corporation (“**K. Hovnanian**”) (86 lots), and Meritage Homes of California, Inc., a California corporation (“**Meritage Homes**”) (74 lots). See “OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1.”

Authority for Issuance of the 2020 Bonds. The 2020 Bonds are issued pursuant to the Act, a resolution adopted by the City Council on July [15], 2020 (the “**Resolution of Issuance**”) and a Fiscal Agent Agreement dated as of _____ 1, 2020 (the “**Fiscal Agent Agreement**”) between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “**Fiscal Agent**”).

Bond Terms. The 2020 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the 2020 Bonds is payable on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2021. The 2020 Bonds will be issued without coupons in denominations of \$5,000 or any integral multiple thereof.

Registration of Ownership of 2020 Bonds. The 2020 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”). Ultimate purchasers of 2020 Bonds will not receive physical certificates representing their interest in the 2020 Bonds. So long as the 2020 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2020 Bonds. Payments of the principal, premium, if any, and interest on the 2020 Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the 2020 Bonds. Disbursements of such payments to DTC’s Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC’s Participants and Indirect

Participants, as more fully described herein. See “APPENDIX H – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Use of Proceeds. Proceeds of the 2020 Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain authorized infrastructure improvements (the “**Improvements**,” as described herein) as part of the development being undertaken by the Master Developer. The Improvements consist generally of roadway, water, wastewater, drainage, and other infrastructure improvements necessary for development of property within Improvement Area No. 1 and the surrounding area within the District, as well as park and open space improvements. Proceeds of the 2020 Bonds will also be deposited to a debt service reserve account for the 2020 Bonds, to provide capitalized interest for debt service due on the 2020 Bonds through and including _____ 1, 20____, and to pay costs of issuance.

Security and Source of Payment of the 2020 Bonds. As security for the payment of the 2020 Bonds, a special tax applicable to each taxable parcel in Improvement Area No. 1 will be levied and collected according to the tax liability determined by the City Council through the application of the Rate, Method of Apportionment, and Manner of Collection of Special Tax for Improvement Area No. 1 (the “**Special Tax Formula**”). The Special Tax Formula is set forth in its entirety in APPENDIX A hereto. Pursuant to the Special Tax Formula, a “Facilities Special Tax” will be levied and collected until the earlier of (i) the “Transition Year” (defined herein) or (ii) Fiscal Year 2084-85, and a “Maintenance Special Tax” will be levied and collected in perpetuity beginning in the Transition Year. *Only the “Facilities Special Tax” is pledged to the payment of the 2020 Bonds, and the definition of “Special Taxes” used in the Fiscal Agent Agreement and this Official Statement refers only to the “Facilities Special Tax” levied in accordance with the Special Tax Formula. See “SECURITY AND SOURCES OF PAYMENT OF THE BONDS – Special Tax Methodology.”*

The 2020 Bonds are payable from the “**Special Tax Revenues**,” consisting of the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but do not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. The 2020 Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a debt service reserve account, all as more fully described herein. See “– 2020 Reserve Account of the Reserve Fund,” below.

The Special Taxes represent liens on the parcels of land subject to a Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent property. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

Additional Parity Bonds. The maximum authorized indebtedness for Improvement Area No. 1 is \$81,000,000. The 2020 Bonds are the first series of special tax bonds issued under this authorization, and additional series of parity bonds are expected in the future to finance additional infrastructure improvements needed for the development of the project being undertaken by the Master Developer. In addition, the City may utilize a portion of the available authorized bond amount for the funding of certain deferred impact fees owed to the City, as described below under “– Use of Bond Authorization for Development Impact Fee Deferral Bonds.”

Additional parity bonds are expected to be issued in the future for additional Improvements. These Additional Bonds (as defined herein) are expected to be issued in an aggregate principal

amount of approximately \$_____, including the 2020 Bonds. This approximate principal amount does not take into account refunding bonds and bonds issued to pay for the Development Impact Fee Deferral on such property. However, the actual aggregate amount of Additional Bonds to fund Improvements (as defined herein) and the Development Impact Fee Deferral (as defined herein) may vary depending on interest rates at the time of bond issuance, the timing of each bond issue and other factors that may impact the timing and size of each bond issue.

The District may issue additional bonds secured by Special Tax Revenues on parity with the 2020 Bonds (the “**Additional Bonds**,” and collectively with the 2020 Bonds, the “**Bonds**”), upon the satisfaction of certain conditions set forth in the Fiscal Agent Agreement. Following the issuance of the 2020 Bonds in the amount of \$_____, the remaining authorized amount of indebtedness to be issued is \$_____. So long as the 2020 Bonds are outstanding, issuance of any Additional Bonds must comply with certain conditions set forth in the Fiscal Agent Agreement, and no bonds having a lien senior to the lien of the 2020 Bonds are allowed. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds.”

Use of Bond Authorization for Development Impact Fee Deferral Bonds. In connection with the approval of development in the District (including Improvement Area No. 1), the City agreed that payment of certain impact fees owed by the Master Developer and merchant builders will be deferred (referred to as the “Development Impact Fee Deferral” in the Special Tax Formula) to allow payment of the deferred fees after the 2020 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2020 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

2020 Reserve Account of the Reserve Fund. In connection with the issuance of the 2020 Bonds, a Reserve Fund (the “**Reserve Fund**”) is being established under the Fiscal Agent Agreement, and within the Reserve Fund separate accounts are established for each series of Bonds. At the time of issuance of the 2020 Bonds, a reserve account for the 2020 Bonds will be established within the Reserve Fund (the “**2020 Reserve Account**”) pursuant to the Fiscal Agent Agreement and held by the Fiscal Agent for the benefit of the 2020 Bonds. The 2020 Reserve Account is available solely for the payment of debt service on the 2020 Bonds and no other parity obligations. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Reserve Fund.” If there are additional delinquencies after depletion of funds in the 2020 Reserve Account of the Reserve Fund, the City is not obligated to pay the 2020 Bonds or supplement the 2020 Reserve Account of the Reserve Fund.

Appraised Value of Property. Property in Improvement Area No. 1 is security for the Special Tax that secures the 2020 Bonds. The City authorized the preparation of an appraisal report for certain real property within Improvement Area No. 1, which sets forth an aggregate value of appraised taxable property currently in Improvement Area No. 1 of \$44,720,000, as of June 1, 2020. The valuation assumes completion of the Improvements funded by the 2020 Bonds (but not any Additional Bonds that may be issued in the future) and accounts for the impact of the lien of the Special Tax on the value of the property. In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions, which affect the estimates as to value, in addition to the assumption of completion of the Improvements and the availability of certain of the proceeds of the 2020 Bonds to finance the completion of certain Improvements. The Improvements to be paid for with proceeds of the 2020

Bonds are either under construction or now complete. See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 1 – The Appraisal” and APPENDIX B.

The appraised value of property in Improvement Area No. 1 is _____* times the \$_____* aggregate principal amount of the 2020 Bonds (\$_____) and overlapping debt (\$_____). This is an average, and individual parcels may vary widely from the average. See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 1 – Value to Special Tax Burden Ratios.”

Market Absorption Report. In connection with the issuance of the 2020 Bonds, the City hired The Gregory Group, Folsom, California (the “**Absorption Consultant**”) to perform market absorption study services related to the development of the land in Improvement Area No. 1, which forms as part of the larger Creekview master planned community. The Absorption Consultant’s report (the “**Absorption Report**”) describes the planned development based on information available as of _____, 2020, and is attached hereto as APPENDIX C. The Absorption Consultant estimates that the 544 low-density/medium-density residential units planned for Improvement Area No. 1 will be absorbed by the Fourth Quarter of 2024, in accordance with the absorption schedule set forth in the Absorption Report and summarized herein. See “IMPROVEMENT AREA NO. 1 – Market Absorption Report” and APPENDIX C.

Risks of Investment. See the section of this Official Statement entitled “SPECIAL RISK FACTORS” for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2020 Bonds. ***In particular, no assurance can be given that the timing of construction of homes and/or sale of homes projected by the Master Developer or the Merchant Builders in this Official Statement will be accomplished. Neither the City nor the Underwriter can predict the impact of COVID-19 on home production and home sales activities or the willingness of owners of land in the District, including the Master Developer or any subsequent owner, to pay the Special Taxes securing the 2020 Bonds. See “SPECIAL RISK FACTORS – COVID-19.”***

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the 2020 Bonds. The 2020 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds established and pledged to the 2020 Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the 2020 Bonds is a general debt, liability or obligation of the City. The 2020 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2020 Bonds other than from the proceeds of the Special Taxes and the money in the funds established and pledged to the 2020 Bonds, as provided in the Fiscal Agent Agreement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Chief Financial Officer of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and

* Preliminary; subject to change.

principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no changes to the City or the land in Improvement Area No. 1 since the date hereof. *Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.*

ESTIMATED SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2020 Bonds follows:

Estimated Sources of Funds:

Principal Amount of 2020 Bonds	\$
Plus/Less: [Net] Original Issue Premium/Discount	
Total	\$

Estimated Uses of Funds:

Deposit to Improvement Fund	\$
Deposit to 2020 Reserve Account of the Reserve Fund ⁽¹⁾	
Deposit to Capitalized Interest Account of Bond Fund ⁽²⁾	
Costs of Issuance ⁽³⁾	
Total	\$

(1) Equal to the Reserve Requirement for the 2020 Bonds.

(2) Represents an amount scheduled to provide for capitalized interest due on the 2020 Bonds through and including _____ 1, 20__.

(3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent, printing costs, fees of the special tax consultant and administrator, Appraiser, Absorption Consultant, and municipal advisor, Underwriter's discount, and other costs of issuance.

THE BONDS

Authority for Issuance

The 2020 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

The 2020 Bonds have been sized to result in an estimated 4 to 1 value-to-lien ratio for property currently in Improvement Area No. 1, based on the appraised values set forth in the Appraisal. Additional Bonds, payable on parity with the 2020 Bonds, are expected to be issued to finance the acquisition and/or construction of additional Improvements in the future. These Additional Bonds are expected to be issued in an aggregate principal amount of approximately \$_____. This does not take into account refunding bonds and bonds issued to pay for the Development Impact Fee Deferral. However, the actual aggregate amount of Additional Bonds to fund Improvements and the Development Impact Fee Deferral may vary depending on interest rates at the time of bond issuance, the timing of each bond issue and other factors that may impact the timing and size of each bond issue.

Description of the Bonds

Bond Terms. The 2020 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The 2020 Bonds are being issued in the denomination of \$5,000 or any integral multiple thereof.

Interest on the 2020 Bonds will be payable semiannually on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2021. The principal of the 2020 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2020 Bonds; provided that so long as any 2020 Bonds are in book-entry form, payments with respect to such 2020 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The 2020 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“**DTC**”), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of 2020 Bonds will not receive physical certificates representing their interest in the 2020 Bonds. So long as the 2020 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2020 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2020 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2020 Bonds. Disbursements of such payments to DTC’s Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX H – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Calculation and Payment of Interest. Interest on the 2020 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2020 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at

such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "**Record Date**") preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of 2020 Bonds; provided that so long as any 2020 Bonds are in book-entry form, payments with respect to such 2020 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See "APPENDIX H – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Each 2020 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Dated Date; provided, however, that if at the time of authentication of a 2020 Bond, interest is in default thereon, such 2020 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the 2020 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2020 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX H – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Redemption*

Optional Redemption. The 2020 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2020 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption From Prepayments. The 2020 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities of the 2020 Bonds and any Additional Bonds, as specified by the City, and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2020 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

* Preliminary; subject to change.

<u>Redemption Dates</u>	<u>Redemption Price</u>
_____ 1, 20__ through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

See “SPECIAL RISK FACTORS – Potential Early Redemption of Bonds from Prepayments” for a discussion of the potential for the 2020 Bonds to be priced with original issue premium and then be redeemed from Special Tax prepayments prior to maturity.

Mandatory Sinking Fund Redemption. The Term 2020 Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2020 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
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(maturity)

Term 2020 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
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(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2020 Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2020 Bonds, upon the filing with the Fiscal Agent of an Officer’s Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer’s Certificate may provide, but in no event may 2020 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more

Information Services, and to the respective registered Owners of any 2020 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2020 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2020 Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the 2020 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2020 Bond to be redeemed or will state that all 2020 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2020 Bonds of one or more maturities have been called for redemption, will state as to any 2020 Bond called in part the principal amount thereof to be redeemed, and will require that such 2020 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such 2020 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2020 Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2020 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2020 Bonds of any maturity, the City will select the 2020 Bonds to be redeemed, from all 2020 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate. Upon surrender of 2020 Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new 2020 Bond or 2020 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2020 Bond or 2020 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2020 Bonds so called for redemption are deposited in the Bond Fund, such 2020 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the 2020 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2020 Bonds will be made in accordance with DTC procedures. See "APPENDIX H – DTC AND THE BOOK-ENTRY ONLY SYSTEM." Any 2020 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2020 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2020 Bond or 2020 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2020 Bond or 2020 Bonds, for a like aggregate principal amount of 2020 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of 2020 Bonds will be required

to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2020 Bonds for redemption or (ii) with respect to a 2020 Bond after such 2020 Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds (consisting of the 2020 Bonds and any Additional Bonds that may be issued in the future) are payable from and secured by proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes (but excluding any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure), and net of a 1% administration charge of the County (the “**Special Tax Revenues**”). All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, with respect to each Series of Bonds, all moneys in the applicable subaccount within the Reserve Fund for such Series is pledged to secure the repayment of the applicable Series. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in Improvement Area No. 1 will be levied and collected according to the tax amount determined by the City Council through the application of the Special Tax Formula administered by Willdan Financial Services, Temecula, California (the “**Special Tax Administrator**”) and set forth in APPENDIX A hereto for all taxable properties in Improvement Area No. 1. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a 1% County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within Improvement Area No. 1, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a “special tax” authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See “Special Tax Methodology” below and “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The amount of Special Taxes that the City may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within Improvement Area No. 1, which is set forth in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Annual Facilities Costs (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within Improvement Area No. 1 according to the rate and methodology set forth in the Special Tax Formula.

See “– Special Tax Methodology” below. See also “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The City may levy the Special Tax up to the amount of the Maximum Annual Facilities Special Tax set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Annual Facilities Costs (as defined below). Because each Special Tax levy is limited to the Maximum Annual Facilities Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Facilities Costs will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See “SPECIAL RISK FACTORS – Tax Delinquencies” herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

Pursuant to the Special Tax Formula, a “Facilities Special Tax” will be levied and collected until the earlier of (i) the Transition Year (defined herein) or (ii) Fiscal Year 2084-85, and a “Maintenance Special Tax” will be levied and collected in perpetuity beginning in the Transition Year. *Only the “Facilities Special Tax” is pledged to the payment of the Bonds, and the definition of “Special Taxes” used in the Fiscal Agent Agreement and this Official Statement refers only to the “Facilities Special Tax” levied in accordance with the Special Tax Formula. Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula.*

Determination of Annual Facilities Costs. Each year, the City will determine the Annual Facilities Costs for the upcoming Fiscal Year. The “**Annual Facilities Costs**” includes the following amounts (less any available earnings on any reserve fund, special tax funds, available capitalized interest or any other available revenues):

- (i) Debt Service to be paid from Facilities Special Taxes;
- (ii) the amount needed to replenish bond reserve funds to the level required by Bond documents, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year;
- (iii) Administrative Expenses for such Fiscal Year;
- (iv) the amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds which are expected to occur in such Fiscal Year, in each case to the extent not already included in the calculation of Annual Facilities Costs in the current or any previous Fiscal Year;
- (v) the amount needed to (1) cure any delinquencies in the payment of the Facilities Special Taxes in the prior Fiscal Year, (2) to fund any foreseeable deficiency of the amount to be available for the payment of Facilities Special Taxes which are expected to

occur in such Fiscal Year, in each case, to the extent not already included in the calculation of Annual Facilities Costs in the current or any previous Fiscal Year;

(vi) pay-as-you-go expenditures for authorized improvements; and

(vii) during the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

The Annual Facilities Costs is the basis for the amount of Special Tax to be levied within Improvement Area No. 1. In no event may the City levy a Special Tax in any year above the Maximum Annual Facilities Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Facilities Special Tax. The Special Tax Formula identifies 14 “Original Parcels,” corresponding to 14 large-lot taxable parcels planned for residential uses within the initial boundary of Improvement Area No. 1. The City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax parcels within Improvement Area No. 1 pursuant to the Special Tax Formula. Taxable Parcels that are acquired by a public agency in the future will remain subject to the Facilities Special Tax unless a “trade” resulting in no loss of Facilities Special Tax revenue can be made, as described in the Special Tax Formula.

Limitation on Increases in Levy of Facilities Special Tax. If owners are delinquent in the payment of Facilities Special Taxes, the City may not increase Facilities Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Facilities Special Tax rates specified for each category of property within Improvement Area No. 1. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See “SPECIAL RISK FACTORS.”

Duration of the Facilities Special Tax; Transition Year. The Facilities Special Tax will be levied and collected (up to maximum allowable amount) until the earlier of (i) the Transition Year or (ii) Fiscal Year 2084-85. For purposes of Improvement Area No. 1, “Transition Year” means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred, and “Transition Event” means the earlier of (i) after the Initial Bonding Period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral has been repaid in full to the City and the City determines funding is no longer needed for Annual Facilities Costs, or (ii) Fiscal Year 2084-85. “Initial Bonding Period” means the period in which Bonds are outstanding or refunded which financed Authorized Facilities (as defined in the Special Tax Formula) costs or refunded prior Bonds, other than the Development Impact Fee Deferral.

Prepayment of the Facilities Special Tax. The Special Tax Formula provides that landowners may prepay some of the Facilities Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Special Tax Formula, which is generally based on the net present value of the remaining years in which the Facilities Special Tax will be collected, including the effect of a 2% per year escalation factor applicable for the time Bonds remain outstanding using a discount rate equal to the most current yield for the 30-year Treasury Constant Maturity as the discount factor, plus an amount representing the Development Impact Fee Deferral Amount (which amount is not available for prepayment of the

Bonds), all as described in Section 8 of the Special Tax Formula set forth in APPENDIX A. Prepayment is only allowed if the City determines that the prepayment does not jeopardize its ability to make timely payments of debt service on outstanding Bonds, and the City maintains at least 110% debt service coverage on the outstanding Bonds.

Levy of Annual Special Tax; Maximum Special Tax

The annual Special Tax will be calculated by the City and levied to provide money for debt service on the 2020 Bonds, replenishment of subaccounts established within the Reserve Fund, certain delinquencies, administration of the District (including Improvement Area No. 1), and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the authorized public capital facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the maximum identified for each parcel in the Special Tax Formula.

The Maximum Annual Facilities Special Tax for Fiscal Year 2020-21 for the land within Improvement Area No. 1 equals \$_____ per low-density residential (LDR) unit, \$_____ per medium-density residential (MDR) unit and \$_____ per high-density residential (HDR) unit. However, this amount is subject to adjustment based upon the actual number of units built (in the event that less homes are built than are expected in the Special Tax Formula). The Maximum Annual Facilities Special Tax (as defined in the Special Tax Formula) shall escalate by 2% per year until the Transition Event, and thereafter shall no longer be levied. See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" and for a table showing the expected land uses and assigned Maximum Special Taxes, see "Attachment 2" in such Appendix.

Land in Improvement Area No. 1 also includes 161 HDR units designated as affordable units (portions of Village C-41 and Village C-42) and a commercial parcel (Village C-70) that are not subject to the Special Tax and provide no security for repayment of the 2020 Bonds.

Annual Special Tax Levy. The Special Tax will be levied each year by calculating the amount needed to be generated by all Taxable Parcels in Improvement Area No. 1; the Special Tax (up to the maximum allowable amount) will be levied against each Taxable Parcel until the Special Tax revenue equals such amount; however, the Special Tax Formula establishes a priority for which properties will be levied a Special Tax. First, all "Developed Parcels" in Improvement Area No. 1 receive a levy. If additional amounts are needed, a levy is made against each "Small Lot Tentative Map Parcel" in Improvement Area No. 1, then each "Large Lot Parcel" in Improvement Area No. 1, then each "Undeveloped Parcel" in Improvement Area No. 1. For single-family detached property, Developed Parcels are parcels shown on a Final Small Lot Subdivision Map recorded prior to May 1 of the preceding Fiscal Year. See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within Improvement Area No. 1 required for the payment of principal of and interest on any outstanding Bonds of Improvement Area No. 1 becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula. The Special Tax is authorized to be levied in an amount not to exceed the Maximum Special Tax levy as described in the Special Tax Formula notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Special Tax Formula provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for Improvement Area No. 1. Proceeds of the annual Special Tax levy will first

be used to pay the “Annual Facilities Costs” (which include debt service payments on the Bonds) other than pay-as-you-go expenditures, and the City contemplates that the levy will include a pay-as-you-go component in an amount equal to the Maximum Annual Facilities Special Tax on Developed Parcels, for deposit into the Improvement Fund for authorized costs not funded from Bond proceeds. See and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” above. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” for a copy of the Special Tax Formula.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. Prior to each Interest Payment Date, the City will withdraw from the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the reserve accounts of the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement with respect to each series of Bonds, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account of the Bond Fund to be used for the redemption of Bonds. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the reserve accounts of the Reserve Fund balance to the Reserve Requirement with respect to each series of Bonds, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 2nd of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City’s administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City’s discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of Bonds issued for Improvement Area No. 1) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish amounts in the Reserve Fund.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City’s option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City’s financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public

records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in Improvement Area No. 1 in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in Improvement Area No. 1 for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area No. 1 in such Fiscal Year, but that property owned by any single property owner in Improvement Area No. 1 is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in Improvement Area No. 1 is delinquent cumulatively by more than \$3,250 with respect to the current and past Special Tax due (irrespective of the total delinquencies in Improvement Area No. 1), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Facilities Special Tax rates set forth in the Special Tax Formula, the City may adjust the Special Taxes levied on all property within Improvement Area No. 1 subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. However, such adjustment is subject to the Maximum Annual Facilities Special Tax and to the limitation described under the caption “–Special Tax Methodology” above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 1 – Priority of Lien.”

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the City to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the City, as judgment creditor, is entitled to purchase any property sold at foreclosure using a “credit bid,” where the City could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the City becomes the purchaser under a credit bid, the City must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

2020 Reserve Account of Reserve Fund

In connection with the issuance of the 2020 Bonds, a Reserve Fund (previously defined as the “**Reserve Fund**”) is being established under the Fiscal Agent Agreement. In addition, a reserve account for the 2020 Bonds (previously defined as the “**2020 Reserve Account**”) will be established within the Reserve Fund to be held by the Fiscal Agent for the benefit of the 2020 Bonds.

Upon delivery of the 2020 Bonds, the Fiscal Agent will deposit an amount of the proceeds into the 2020 Reserve Account of the Reserve Fund so that the amount therein equals the “**Reserve Requirement**,” which means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

- (a) the Reserve Requirement for the 2020 Bonds shall not increase after the date of issuance of the 2020 Bonds;
- (b) in no event shall the City be obligated to deposit an amount in any reserve fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and
- (c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument.

For each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit

Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody’s at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with the Fiscal Agent Agreement; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds, such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement

for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to the Master Developer or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed.

Future Parity Bonds

The Resolution of Formation authorizes the issuance of up to \$_____ of special tax bonds for Improvement Area No. 1, of which the 2020 Bonds represent the first series. The City expects that it will, by a Supplemental Agreement, authorize the issuance of one or more additional series of Bonds (previously defined as the “**Additional Bonds**”) payable from Special Taxes and secured by the Special Tax Revenues on a parity with the 2020 Bonds, as development progresses in Improvement Area No. 1 and upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

(i) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(ii) After giving effect to the issuance of the Additional Bonds, for each Bond Year the Additional Bonds are Outstanding, projected Special Taxes Revenues, if levied at the maximum annual Special Tax rates per the Special Tax Formula, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City; provided however, for purposes of this calculation projected Special Taxes Revenues will not include Special Tax Revenues generated from the High Density Residential Parcels until they are a Developed Parcel (as such terms are defined in the Special Tax Formula) for the upcoming Fiscal Year.

(iii) After giving effect to the issuance of the Additional Bonds, the aggregate value of all parcels in Improvement Area No. 1 subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the proportionate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in Improvement Area No. 1, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then Outstanding and the Additional Bonds, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within Improvement Area No. 1 (the “**Other Mello-Roos Bonds**”) equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within Improvement Area No. 1 subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon

the special taxes which could be levied the year in which the Additional Bonds are issued, as determined by the City), based upon information from the most recent available Fiscal Year.

Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in the Fiscal Agent Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

In connection with the approval of development in Improvement Area No. 1, the City has agreed that payment of certain impact fees owed by the Master Developer and merchant builders in Improvement Area No. 1 will be deferred (referred to as the "Development Impact Fee Deferral" in the Special Tax Formula) to allow payment of the deferred fees after the 2020 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2020 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

DEBT SERVICE SCHEDULES

The annual debt service on the 2020 Bonds, based on the interest rates and maturity schedule set forth on the cover of this Official Statement and assuming no early redemptions other than mandatory sinking fund payments, is set forth below.

City of Roseville
Creekview Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds Series 2020
Debt Service – 2020 Bonds

Year Ending (Sept. 1)	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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Total

Source: Underwriter.

THE CREEKVIEW SPECIFIC PLAN

The Creekview Specific Plan (“**Creekview Specific Plan**”) is the primary land use, policy and regulatory document used to guide development of land in Improvement Area No. 1 and the surrounding area. The Creekview Specific Plan establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design for approximately 501 acres in the northwest portion of the City projected to develop into approximately 2,011 single and multi-family residential units, of which land in Improvement Area No. 1 consists of 102.59 net developable acres planned for 762 taxable residential units as well as non-taxable residential and commercial uses. The plan area is bounded by Blue Oaks Boulevard to the south, the Fiddymment Ranch portion of the West Roseville Specific Plan to the east and the City’s Johnson Wildlife Area property to the west.

The intent of the Creekview Specific Plan is to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities in the Creekview Specific Plan area are required to be consistent with the Creekview Specific Plan. The Creekview Specific Plan implements the goals and policies of the City of Roseville General Plan and augments these goals and policies by providing specific direction to reflect conditions unique to the project and plan area. The City’s General Plan serves as the long-term policy guide for the physical, economic and environmental growth of the City. The property within the District was included within the Creekview Specific Plan at adoption, and is a component of the Creekview Specific Plan. The full text of the Creekview Specific Plan is available on the City’s website.

Land Use Concept. The Creekview Specific Plan is planned primarily as a residential community, while also providing recreation, open space, employment and educational opportunities. The primary elements that comprise the form of the Creekview Specific Plan land use plan include a commercial area, residential neighborhoods and park/open space areas, as described below.

Blue Oaks/Westbrook Commercial – The intersection of Blue Oaks Boulevard and Westbrook Boulevard creates the plan area’s best opportunity for commercial uses, anticipated to consist of community commercial, business professional and related uses. These uses are anticipated to support approximately 190,000 square feet of commercial/business uses, including a grocery store, drug store, retail services, personal services and professional offices.

Residential Neighborhoods – A variety of housing styles similar to that found elsewhere in the City are planned. The neighborhoods are generally divided by the geography of the site into four irregularly-sized quadrants. Each quadrant has its own adjacent land uses, natural resources and circulation requirements.

Parks and Open Space – Approximately 30% of the plan area is planned for park and open spaces uses, which is equivalent to 28 acres of park and open space per 1,000 residents. Open space corridors provide for passive recreation opportunities, preservation of significant resources, viewsheds, potential floodwater conveyance and retention, resource mitigation, wildlife movement corridors, and can function to improve the interface between uses.

Maps. Maps showing the entire Creekview Specific Plan area, as well as the initial boundary of Improvement Area No. 1 and the areas in the Future Annexation Area, are shown on the following pages.

[Reserved for Specific Plan and CFD Boundary map(s)]

OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1

The information regarding the development and ownership of the property contained under this caption has been provided by representatives of the Master Developer and the Merchant Builders, and has not been independently confirmed or verified by the Underwriter or the City. Neither the Underwriter nor the City makes any representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. Neither the Bonds nor the Special Taxes securing the Bonds are personal obligations of the Master Developer, the Merchant Builders, or any affiliate of the Master Developer or the Merchant Builders, or any other subsequent property owners within Improvement Area No. 1, and, in the event that any property owner defaults in the payment of its Special Taxes, the District may proceed with judicial foreclosure of the delinquent land within Improvement Area No. 1 securing the Bonds, but has no direct recourse to any other assets of any property owner or any affiliate thereof. See "SPECIAL RISK FACTORS" herein.

The Master Developer

Ownership Structure of Master Developer. The Master Developer is a Washington limited partnership with its primary development executive team having both regional and national development experience in residential, commercial, and municipal projects. Its general partner is Anthem United Creekview Management LLC, a Washington limited liability company ("**Anthem United**"), and its limited partners are: (1) Anthem United Homes, Inc. ("**Anthem United Homes**"), (2) Granite Bay Development LP, and (3) Sherwood Developments, LLC.

General Partner. Anthem United, together with its affiliates, including Anthem United Homes, is a land development and homebuilding company operating across western North America (Canada and the United States). Anthem United is currently involved with building approximately 14,600 homes in more than 60 communities across more than 5,000 acres of land. Headquartered in Vancouver BC, it also has offices in Calgary and Edmonton AB, and Roseville, California. Anthem United, as the general partner of the Master Developer, has full managerial control of the Master Developer.

Limited Partners. Anthem United Homes is a privately held affiliate of Anthem United responsible primarily for home-building operations undertaken by Anthem United entities. Its President is Eric Carlson. Granite Bay Development LP is privately held affiliate of Anthem United. Eric Carlson is also its President. Sherwood Developments, LLC is privately held, and owned by Cameron Taylor. Its President is Cameron Taylor.

Relevant Experience of Master Developer and Affiliates. Examples of some of the Master Developer's (or its affiliate's) other projects include the following:

- Natomas Meadows (Sacramento, CA) – 630 single family detached finished lots, all of which were sold to D.R. Horton, Lennar Homes, Carson, and Woodside Homes.
- Promenade (West Sacramento, CA) – 222 single family detached finished lots, all of which were sold to Anthem United Homes.
- Fiddymment Ranch (Roseville, CA) - 419 single family detached finished lots, all of which were sold to JMC Homes and Taylor Morrison.

Property Ownership

Current Property Ownership and Planned Development. The property in Improvement Area No. 1 consists of approximately 102.59 net developable acres, which is expected to be developed as a mix of Low Density Residential (“**LDR**”), Medium Density Residential (“**MDR**”), High Density Residential (“**HDR**”), and commercial, as shown in the following table.

Table 1
Property Ownership and Planned Development of Taxable Property
in Improvement Area No. 1

Master Developer Phase	Village	Type of Units	No. of Taxable Units
1	C-10	Low Density Residential	36
1	C-11	Low Density Residential	34
1	C-15	Low Density Residential	20
1	C-13	Low Density Residential	50
1	C-14	Low Density Residential	20
1	C-23	Medium Density Residential	61
1	C-24	Medium Density Residential	<u>59</u>
		<i>Sub-Total (Phase 1)</i>	280
2	C-12	Low Density Residential	95
2	C-16	Low Density Residential	71
2	C-17	Low Density Residential	36
2	C-25	Medium Density Residential	<u>62</u>
		<i>Sub-Total (Phase 2)</i>	264
N/A ⁽¹⁾	C-43	HDR (market rate apartments) ⁽²⁾	116
N/A ⁽¹⁾	C-41	HDR (market rate apartments) ⁽³⁾	47
N/A ⁽¹⁾	C-42	HDR (market rate apartments) ⁽⁴⁾	55
N/A	C-70	Commercial ⁽⁵⁾	0
		<i>Sub-Total (Other)</i>	<u>218</u>
Total – Taxable Property in Improvement Area No. 1			762

(1) The Master Developer will be constructing backbone and in-tract infrastructure necessary to bring these lots to final lot condition, but will not be processing final maps.

(2) 116 taxable units in Village C-43 are market rate units.

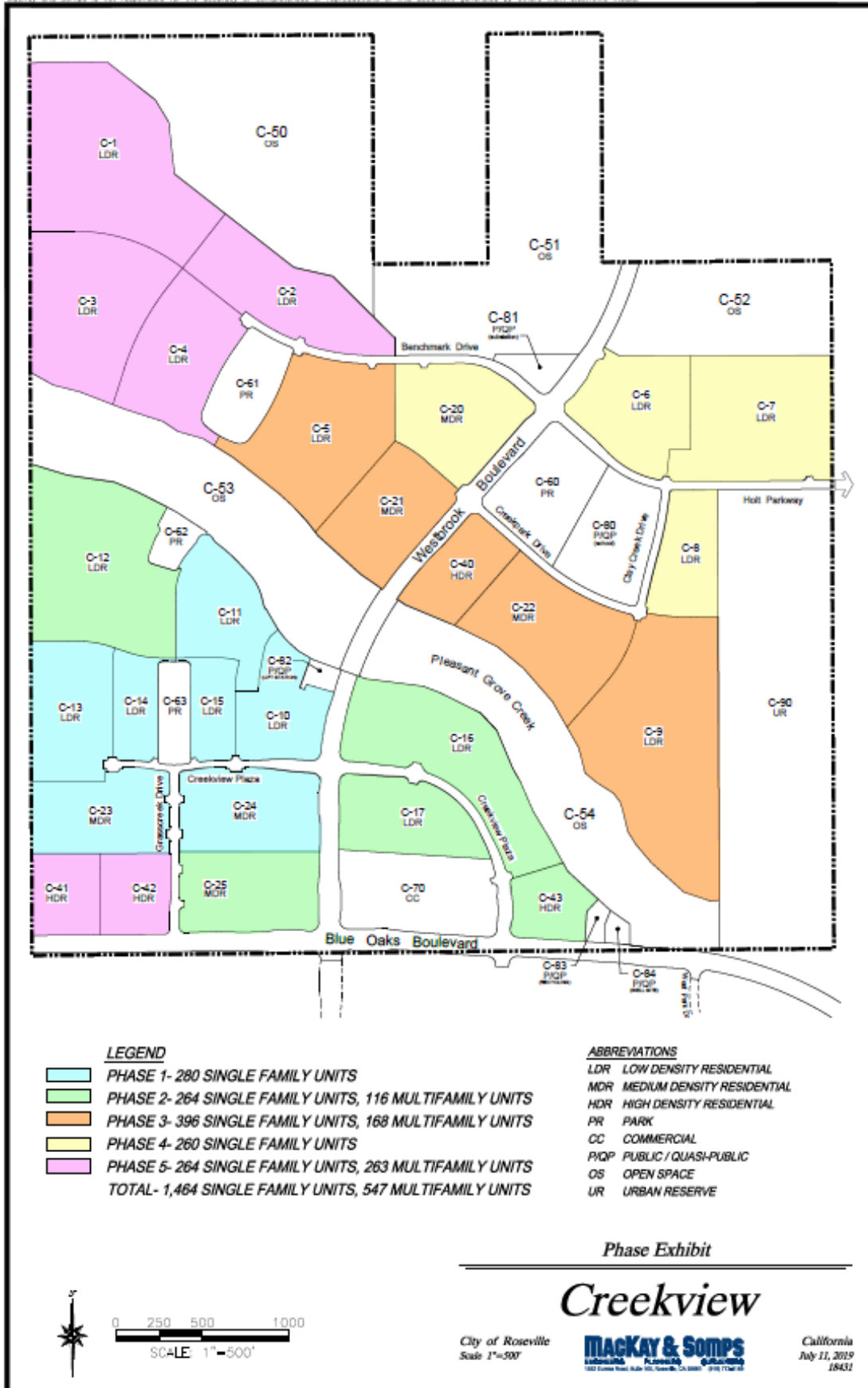
(3) There are 127 proposed apartments in Village C-41, 80 of which are affordable units exempt from taxation. Only the taxable, market rate units are shown.

(4) There are 136 proposed apartments in Village C-42, 81 of which are affordable units exempt from taxation. Only the taxable, market rate units are shown.

(5) The commercial property is not taxable.

Source: Master Developer.

Phasing of Planned Development. The phasing map on the following page shows each of the Villages planned for Improvement Area No. 1, as well as the Villages planned for future phases of the larger Creekview development project being undertaken by the Master Developer which are located outside of Improvement Area No. 1 and therefore do not provide security for the Bonds. See “– The Creekview Development” for additional details on the overall development project, of which the land in Improvement Area No. 1 forms a part.



As of June 1, 2020, all of the property described in Table 1 above was owned by the Master Developer. The Master Developer will be constructing backbone and in-tract infrastructure necessary to bring all of the property into final lot condition. For the HDR property and the commercial property, the Master Developer currently intends to sell the land to apartment and commercial developers in the future. For the LDR and MDR property, the Master Developer will also be processing final maps to subdivide those parcels into 544 single-family residential lots. As shown in Table 1, the Master Developer will develop these 544 lots in two phases – Phase 1 (280 lots) and Phase 2 (264 lots).

Final Map Status. As of June 1, 2020, the property had the following mapping status:

Table 2
Phase 1 and Phase 2 Final Map Status – Improvement Area No. 1
As of June 1, 2020

Owner	Villages	Date of Final Map Recorded/(Anticipated)	Number of Lots
<u>Phase 1 (280 Lots):</u>			
Master Developer	C-10, C-11, and C-15	(September 2020)	90 Lots
Master Developer	C-13 and C-14	(September 2020)	70 Lots
Master Developer	C-23	(September 2020)	61 Lots
Master Developer	C-24	(September 2020)	59 Lots
<u>Phase 2 (264 Lots):</u>			
Master Developer	C-12, C-16, C-17, and C-25	(September 2021)	<u>264 Lots</u>
Total			544 Lots

Source: Master Developer.

Pending Sales of Phase 1 Lots to Merchant Builders. Of the 544 Phase 1 and Phase 2 lots planned for Improvement Area No. 1, 280 lots are scheduled for final map approval in September 2020 and are under contract to be sold to the following three merchant builders (each previously defined as a “**Merchant Builder**” and, collectively, defined as the “**Merchant Builders**”): K. Hovnanian Homes of Northern California, Inc., a California corporation (“**K. Hovnanian**”); D.R. Horton CA2, Inc., a California corporation (“**D.R. Horton**”); and Meritage Homes of California, Inc., a California corporation (“**Meritage Homes**”).

The Master Developer has entered into a separate Purchase and Sale Agreement with each Merchant Builder (each a “**2020 PSA**”), pursuant to which the applicable Merchant Builder agrees to purchase the applicable number of lots, subject to certain terms and conditions. The terms and conditions of each 2020 PSA provides, in general, as follows:

- The Merchant Builder has until a certain date to perform due diligence on the lots, after which time a deposit in the amount of 10% of the purchase price becomes non-refundable. The due diligence period expires on July 15, 2020 for each of the Merchant Builders.
- The Master Developer must deliver the applicable lots in “finished lot” condition (meaning the final map has been recorded and the lots are graded with utilities stubbed to the lot line ready for service upon completion of the single-family residence) no later than January 29, 2021. The Master Developer anticipates

that all of the lots in Phase 1 will be in finished lot condition ready for conveyance to the Merchant Builders by November 2020.

Upon the delivery of the lots in finished lot condition, the remainder of the purchase price is due. The property under contract to each Merchant Builder is shown in the following table:

Table 3
Lots Under Contract to Merchant Builders
As of June 1, 2020

Merchant Builder	Village(s)	Number of Lots	Expected Closing Date
K. Hovnanian	C-10 and C-13	86	November 2020
D.R. Horton	C-23 and C-24	120	November 2020
Meritage Homes	C-11, C-14, and C-15	74	November 2020
Total		280	

Source: Master Developer.

Additional information about each of the Merchant Builders and its anticipated plans for the lots the Merchant Builder is purchasing in Improvement Area No. 1 is set forth herein. See “— The Merchant Builders – K. Hovnanian - K. Hovnanian’s Development Plan,” “—The Merchant Builders – D.R. Horton - D.R. Horton’s Development Plan,” and “– The Merchant Builders – Meritage Homes – Meritage Homes’ Development Plan,” respectively, set forth herein.

Future Sales of Phase 2 Lots. The Master Developer anticipates selling the remaining 264 lots in Phase 2 of Improvement Area No. 1 to the same Merchant Builders or other builders as development within Improvement Area No. 1 progresses and market conditions warrant.

The Creekview Development

General. The land within Improvement Area No. 1, planned for 544 taxable single-family homes and 218 taxable apartment units, is part of a larger residential community referred to as the “Creekview Development” being developed by the Master Developer in the Creekview Specific Plan (herein, the “**Creekview Development**” or “**Property**” or “**Project**”). The Creekview Development is located north of Blue Oaks Boulevard and west of the Fiddymont Farm development, in the northwest part of the City.

The Creekview Development encompasses property currently within Improvement Area No. 1, as well as property identified as future annexation area for the District (the “**Future Annexation Area**”). The Creekview Specific Plan establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design for approximately 501.4 acres in the northwest portion of the City projected to develop into approximately 2,011 single and multi-family residential units. The residential portion of the project is planned to include 951 Low Density Residential units on 182.81 acres (a density of 5.2 units per acre), 513 Medium Density Residential units on 51.20 acres (a density of 10.37 units per acre) and 547 High Density Residential units on 17.68 acres (a density of 30.94 units per acre). In addition to the residential uses, the project is planned to include open space and parks (153.17 acres), public uses/infrastructure (40.32 acres), commercial (9.22 acres) and an elementary school site (7.0 acres).

Although land in the Future Annexation Area may annex into Improvement Area No. 1 or into a separate improvement area of the District in the future, the current expectation is that the Future Annexation Area will be a separate improvement area. Information on land in the Future Annexation Area is provided for informational purposes; only the land in Improvement Area No. 1 is security for the Bonds.

Development Agreement

General. The City entered into a Development Agreement, dated October 3, 2012, and First Amendment to Development Agreement, dated November 6, 2019 (collectively, the “**Development Agreement**”) with certain entities and individuals to which the Master Developer has subsequently succeeded with respect to the land owned by the Master Developer in the District. The Development Agreement’s purpose is to vest development rights, set forth infrastructure improvements and dedication requirements, secure the timing and methods for financing improvements, and specify other performance obligations as related to development in the Creekview Specific Plan area. All of the property in the District is subject to the requirements of the Development Agreement, as well as the Creekview Specific Plan. The Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City’s Zoning Ordinance No. 3014.

The Development Agreement is the primary implementation tool for the Creekview Specific Plan and creates a binding contract between the City and the parties thereto, and their assigned successors in interest, which sets forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the Master Developer and its successors, including obligations related to development of the property in the District, with the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the property in the District according to the Creekview Specific Plan entitlements. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties.

The Development Agreement expires on April 25, 2043, which is 30 years following the annexation of portions of the Creekview Specific Plan into the City. The Development Agreement runs with the property, and may be modified only by mutual consent of the parties, and in a manner consistent with the Creekview Specific Plan. With the Development Agreement in place, subject to compliance with the terms of the Development Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits.

Land use and development entitlements granted under the Development Agreement for property in the District are consistent with the Creekview Specific Plan.

Improvements. The Development Agreement sets forth the responsibility of the Master Developer and its successors for a portion of the costs of certain public improvements required for its development within the Creekview Specific Plan. See “– Backbone Infrastructure and Other Development Conditions” herein for additional details.

Affordable Units. There are affordable housing requirements applicable to property presently within Improvement Area No. 1. The Development Agreement has an affordable housing requirement on Village C-25 (10 middle income units, which are taxable), Village C-41 (40 low income units and 40 very low income units, which are not taxable), and Village C-42 (40 low income

units and 41 very low income units, which are not taxable) (The Developer and the City recently recognized that the Development Agreement erroneously states that the low income and very low income units are located in Village C-42 and Village C-43 (not C-41); they are in the process of amending the Development Agreement to substitute Village C-41 for Village C-43 in the affordable housing requirements, which is consistent with the Rate and Method and the development and financing plans set forth in this Official Statement.) These affordable housing units are regulated by the City's affordable housing requirements and, other than the middle income units in Village C-25, are not subject to the special tax. Satisfaction of the affordable housing requirements applicable to Villages C-25, C-41, and C-42 is not a pre-condition for the Master Developer or any subsequent owner to obtain a final map or building permit with respect to any of the lots within Improvement Area No. 1 and, accordingly, the Master Developer does not believe the affordable housing requirements will impact the timing of development or sale of any those lots.

Backbone Infrastructure and Other Development Conditions. The Development Agreement requires satisfaction of various items as conditions of development of the Creekview Development. Set forth below is a table describing some of those conditions required for the Creekview Development that impact the property in Improvement Area No. 1 and the status of those conditions:

Table 4
Conditions of Development for Improvement Area No. 1
As of June 1, 2020

Item	Condition	Status (as of June 1, 2020)
CC&R's	A declaration of Conditions, Covenants and Restrictions (CC&R's), in a form approved by the City Attorney, shall be recorded on the entire property concurrently with the Final/Parcel Map.	CC&R's have been prepared and are currently being reviewed by the City of Roseville concurrently with the Phase 1 small lot final maps. Expect recordation in September 2020.
Bonds	Prior to the recordation of a small lot residential subdivision map for the Property, Master Developer shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Master Developer shall not be required to post security for the portion of the work associated with Road CIP improvements.	Subdivision improvement bonds are currently in place for the Phase 1 backbone roads including Blue Oaks Blvd Segments 1-3, Westbrook Blvd. Segment 1, and Westpark Drive. Additional bonds will be posted as required by the City prior to recordation of the small lot final maps for future phases.
Formation of Services CFD No. 2 and Annexation to Municipal Services CFD No. 3	Building permits may not be issued for the Property until a project-specific services CFD (CFD No. 2) is formed and the property annexes into the City's municipal services CFD (CFD No. 3). The CFDs will finance landscaping and open space maintenance for the project, and City-wide services.	The City Council proceedings have begun and are expected to be complete on July 15, 2020 with respect to both Services CFD No. 2 and Municipal Services CFD No. 3.

Item	Condition	Status (as of June 1, 2020)
Bypass Channel	The Pleasant Grove Creek Bypass Channel must be completed prior to development of Improvement Area No. 1.	Complete.
Arterial Roadway,s, Collector Streets, and Rights of Way	Master Developer shall construct backbone and in-tract roads.	Backbone roads for Phase 1 (Blue Oaks Blvd. from Hayden Parkway to Westbrook Blvd., Westpark Dr. from Philip Rd. to Blue Oaks Blvd., and Westbrook Dr. from Blue Oaks Blvd. to Lower Bank Drive) are 95% complete with 100% completion expected by August 2020. Backbone roads for Phase 2 (Blue Oaks Blvd. from Westbrook Blvd. to Cloud Dance Dr. and Westbrook Blvd. from Lower Bank Drive to Pleasant Grove Creek) will begin construction in July 2020 with completion expected by May 2021. In-tract roads for Phase 1 are currently under construction with completion expected by December 2020. In-tract roads for Phase 2 will be constructed in 2021 with completion expected in December 2021.
Sewer Facilities	Master Developer shall construct on-site sewer facilities.	On-site sewer facilities serving Improvement Area No. 1 are currently under construction with completion expected in November 2020. Master Developer has constructed the necessary off-site sewer line on Westbrook Blvd., south of Blue Oaks.
Groundwater Well	Parcel C-84 must be dedicated to be used as a ground water well.	Completed. Parcel C-84 was irrevocably offered for dedication to the City on the Final Map of Creekview Phase 1 Large Lot Subdivision, recorded on June 1, 2020.
Water Facilities	Master Developer shall construct on-site water system facilities.	On-site water facilities serving Improvement Area No. 1 are currently under construction with completion expected in November 2020. Master Developer has constructed the necessary waterlines in Blue Oaks Blvd. and Westpark Dr.
Recycled Water Facilities	Master Developer shall construct specified recycled water system facilities.	Recycled Water Facilities serving Improvement Area No. 1 have been constructed in Westpark Drive and Westbrook Blvd. as required to serve the Creekview Specific Plan.
Storm Drains	Master Developer shall construct storm drain mains and laterals in accordance with the Master Drainage Plan for each tributary shed and Phasing Plan and in accordance with the City's then current Improvement standards.	On-site storm drain facilities are currently under construction with the facilities serving Phase 1 expected to be complete by November 2020 and the facilities serving Phase 2 expected to be complete by November 2021. Master Developer has constructed the necessary off-site storm drain lines serving Improvement Area No. 1 as required by the City.

Item	Condition	Status (as of June 1, 2020)
On-Site Electric Facilities	Concurrently with the construction of the adjacent roadways and as specified in the Development Agreement, Master Developer agrees to construct, or finance the construction of, on-site 12kv electric distribution facilities as directed by the Electric Utility Director.	On-site Electric Facility construction is under construction with the facilities serving Phase 1 expected to be complete by November 2020 and the facilities serving Phase 2 expected to be complete by November 2021.
Off-Site Electric Facilities	If the electric infrastructure is not installed to the boundary of the Plan Area prior to the start of construction of the first phase of the Specific Plan, Master Developer agrees to construct, or finance the construction of, off-site 12kv electric distribution facilities as directed by the Electric Utility Director.	Off-Site Utility construction for Blue Oaks Blvd., Westpark Drive, and Westbrook Drive is complete; waiting for acceptance by Roseville Electric.
Electric Substation Site	The Master Developer shall, prior to the issuance of the 923rd residential building permit or any combination of building permits within the Creekview Specific Plan, dedicate to City a 0.90 buildable acre site (parcel C-81) (including grading, construction of retaining walls, access roads, and power line corridor) net of easements, wetlands, riparian corridors and required setbacks for use as an electrical substation.	Delivery of the substation site is anticipated to occur concurrently with the construction of the backbone improvements in Phase 4 of the Future Annexation Area north of Pleasant Grove Creek prior to the issuance of the 923rd residential building permit. Will not impact building permits available for lots in Improvement Area No. 1.
Parks	Dedicate 16.3 acres of park land and 136.9 acres of open space land, and pay park fees at building permit.	In Improvement Area No. 1, parcels C-62 (1.5 acres) and C-63 (2.5 acres) were irrevocably offered for dedication to the City on the Final Map of Creekview Phase 1 Large Lot Subdivision, recorded June 1, 2020. All land for open space and backbone road improvements has been irrevocably offered for dedication to the City on the Final Map of Creekview Phase 1 Large Lot Subdivision. Additional land for road improvements will be offered for dedication to the City as the Phase 1 and Phase 2 Final Maps are recorded. All park fees will be paid by the Merchant Builders at such time as a building permit is requested.
School Fees	Under a mitigation agreement with the Roseville City School District, the School District agreed to defer a portion of the school fees payable at building permit for the property in Improvement Area No. 1, with the deferred amount payable as a lump sum when the first building permits are pulled in the Future Annexation Area.	The Merchant Builders will pay the reduced school fees in connection with each request for building permits in Improvement Area No. 1. The deferred amounts will be payable by the Master Developer prior to the request for the first building permit in the Future Annexation Area.

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Flood Area Panel Number 06061C0920H, with an effective date of November 2, 2018), most of the property in Improvement Area No. 1 is located within Flood Zone X, described as areas of minimal flooding (outside of the 100- and 500-year floodplains).

However, 510 of the 544 single-family residential units were originally listed in Zone AE, which are subject to flood insurance. The Master Developer requested a Conditional Letter of Map Revision (CLOMR), which was issued by FEMA on July 17, 2017, which required special grading improvements to be made. Grading of the site was completed in September 2019, and a Letter of Map Revision (LOMR) was approved by FEMA on June __, 2020. With the LOMR, all of the property within Improvement Area No. 1 is considered located within Flood Zone X, described as areas of minimal flooding (outside of the 100- and 500-year floodplains), and flood insurance is not required.

Wetland Conditions. According to the City's planning department, some jurisdictional wetlands will be affected by the development of the Project, however the impact has been mitigated by the Master Developer. No additional environmental permits are required to be obtained.

Seismic Conditions. None of the property expected to be developed as part of the Project (including land in Improvement Area No. 1) is located within a seismic special studies zone, designated by the California State Division of Mines and Geology, in accordance with the Alquist-Priolo Special Study Zone Act of 1972.

Utilities. It is expected that utility service for the property in Improvement Area No. 1 will be provided by the following entities:

<u>Utility</u>	<u>Provider</u>
Water/Sewer	City of Roseville
Electricity	City of Roseville
Natural Gas	Pacific Gas & Electric
Data/Phone	Comcast/AT&T

Master Developer Financing Plan

Estimated Cost of the Improvements. The Master Developer has expended over \$26 million dollars on improvements for the Creekview Development and intends to finish constructing site improvements and certain backbone infrastructure improvements in both Improvement Area No. 1 and the Future Annexation Area (collectively, the "Improvements"). The following table details the status of the Improvements to be constructed and the estimated costs associated with such Improvements.

Table 5
Master Developer's Estimated Costs of Improvements
As of June 1, 2020

Area	Improvement	Estimated Total Cost	Costs Spent as of 6/1/20	% of Completion	Remaining Costs
Improvement Area No. 1	Backbone Infrastructure	\$44,051,288	\$25,848,574	58.7%	\$18,202,715
	In-Tract Improvements	28,752,759	1,013,073	3.5%	27,739,686
	Subtotal – Improv. Area No. 1	72,804,047	26,861,647	36.9%	45,942,400
Future Annex. Area	Backbone Infrastructure	34,032,698	3,025	0.0%	34,029,673
	In-Tract Improvements	34,959,999	0	0.0%	25,041,999
	Subtotal – FAA	68,992,696	3,025	0.0%	59,071,672
TOTAL – Creekview Development		\$141,796,743	\$26,864,672	18.9%	\$105,014,072

Funding Sources. The Master Developer intends to use the following sources of funds to finance the Improvements for the Creekview Development:

- Equity from the partner-entities comprising the Master Developer (see “–The Master Developer,” above, for more information about these entities).
- Draws on a revolving construction loan (see “–*Revolving Construction Loan*” below).
- Sales of lots in Improvement Area No. 1 and the Future Annexation Area to merchant builders and other developers (see “–The Merchant Builders” herein).
- Proceeds of the Bonds (secured by Improvement Area No. 1) and bonds issued for land within the Future Annexation Area.
- Pay-as-you-go Special Taxes available to the Master Developer under the Acquisition Agreement (see “–*Acquisition Agreement*” below).

Revolving Construction Loan. In May, 2019, the Master Developer took out a revolving construction loan (the “**Construction Loan**”) from GCAM Creekview LLC, a Delaware limited liability company (the “**Lender**”). The Construction Loan may be drawn at various times, subject to various conditions and milestones, including loan-to-value ratios. The maximum amount of the Construction Loan is \$107,900,000. As of June 1, 2020, the Master Developer has drawn enough funds to cover the costs of the Improvements for Phase 1 in the amount of \$32,694,996. The Construction Loan may be applied only for the Improvements to Improvement Area No. 1, but is secured by a deed of trust on all of the land owned by the Master Developer, including the land in both Improvement Area No. 1 and the Future Annexation Area. As property is sold to the Merchant Builders, the deed of trust will be released from the property sold if certain payments are made on the Construction Loan. After the release of property upon the sale to Merchant Builders, the loan tests in the Construction Loan are revised to account for the reduced security property. The Construction Loan requires monthly interest payments, and the full amount of the outstanding principal is due on January 31, 2022.

Acquisition Agreement. In connection with the formation of the District, the City and the Master Developer entered into a Funding, Construction and Acquisition Agreement (the “**Acquisition Agreement**”) which provides that the Master Developer will construct (or cause to be constructed or funded) the Improvements, and the City, upon completion of construction and acceptance (or through progress payments prior to completion of the entire Improvement), will purchase the Improvements or reimburse the Master Developer for expended amounts from the proceeds of the Bonds and/or Special Taxes on a pay-as-you-go basis. The Master Developer will be responsible for the portion of the cost of construction of the Improvements not paid with Bond proceeds.

The Rate and Method provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the “pay-as-you-go” component of Special Taxes. The pay-as-you-go funding component is expected to provide for funding of the cost of a portion of the Improvements in excess of the amount provided from Bond proceeds (if such proceeds are not sufficient) through annual Special Tax collections in excess of the amount needed to pay the debt service. The City contemplates utilizing this funding mechanism during the time the Bonds are outstanding. Additionally, after the final maturity date of the Bonds and any additional bonds issued to reimburse developers for costs of the Improvements, the City expects to continue to levy Special Taxes for payment of the “Development Impact Fee Deferral” (as defined in the Rate and Method) which levy may secure future bonds issued after payment in full of the 2020 Bonds and any Additional Bonds issued under the Fiscal Agent Agreement. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” and “–Special Tax Fund.”

Cash Flow Statement

The following table shows estimated cash flow sources and uses for the Master Developer related to the development of the land within Improvement Area No. 1 only.

Table 6
Master Developer's Proposed Financing Plan – Improvement Area No. 1
As of June 1, 2020

	<i>As of June 1, 2020</i>	<i>Remainder 2020</i>	2021	2022	Totals Thru 2022
Master Developer's Sources of Funds					
Owner Equity	\$37,590,475	\$5,000,000	0	0	\$42,590,475
Revolving Construction Loan	42,509,493	29,788,148	\$19,631,352	0	91,928,993
Village Lot Sales/Acreage Sales	0	30,933,000	31,500,000	0	62,433,000
CFD Proceeds	0	10,000,000	12,000,000	0	22,000,000
Recoveries	8,761,254	1,910,479	3,034,627	1,774,416	15,480,776
Total Sources	88,861,221	77,631,627	66,165,979	1,774,416	234,433,243
Master Developer's Uses of Funds					
Land Acquisition and Environmental	\$44,024,999	\$475,000	\$150,000	\$106,960	\$44,756,959
Backbone Infrastructure	25,848,574	12,251,245	5,457,687	493,782	44,051,288
In-Tract Improvements	1,013,073	13,716,078	11,485,117	2,538,491	28,752,759
Sales & Marketing	86,651	1,207,044	865,064	950,080	3,108,839
Planning & Consultants	3,474,229	2,376,494	2,447,674	4,593,342	12,891,739
Miscellaneous (overhead, etc.)	14,280	0	0	0	14,280
Loan Repayment (principal)	10,761,254	44,021,151	37,146,587	0	91,928,993
Loan Repayment (interest)	3,154,781	2,720,501	2,561,380	0	8,436,662
Total Uses	88,377,840	76,767,514	60,113,510	8,682,655	233,941,518
Annual Cash Flow (Sources – Uses)	\$483,381	\$864,113	\$6,052,469	\$(6,908,239)	\$491,725
Cumulative Cash Flow	483,381	1,347,495	7,399,964	491,725	491,725

Notwithstanding the belief of the Master Developer that it will have sufficient funds to complete its planned development, no assurance can be given that sources of financing available to the Master Developer will be sufficient to complete such development as currently anticipated. While the Master Developer has made internal financing available in the past for similar activities, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Master Developer nor any of its affiliates has any legal obligation of any kind to make any such funds available or to obtain loans or lines of credit. If and to the extent that internal financing, loan proceeds, lines of credit, or bond proceeds are inadequate to pay the costs to complete the Master Developer's planned development, there could be a shortfall in the funds required to complete such proposed development and portions of such development might not be completed.

The Merchant Builders

The following information has been provided by the Merchant Builders with respect to their respective planned development in Improvement Area No. 1. No assurance can be given that these lots will be sold and closed to the Merchant Builders or that, if the lots are sold and closed to the Merchant Builders, the Merchant Builders will complete homes on the lots and sell the lots to individual homeowners on the timeline projected in this Official Statement or at all, or that the home construction and sales plans set forth below will not change after the date of this Official Statement. No representation is made as to the ability or willingness of the Merchant Builders to complete the purchase of their respective property or complete their respective property development in

Improvement Area No. 1 as currently planned and as described in this section of the Official Statement.

No assurance can be given that the timing of home sales will be accomplished by the Merchant Builders, particularly in light of the current impact of COVID-19 on home production and home sales activities or the willingness of owners of land in the District, including the Merchant Builders or any subsequent owner, to pay the Special Taxes securing the 2020 Bonds. See “SPECIAL RISK FACTORS – COVID-19.”

K. Hovnanian. K. Hovnanian is an indirect, wholly-owned subsidiary of Hovnanian Enterprises, Inc., a Delaware corporation (“**Hovnanian**”), which is based in Red Bank, New Jersey, and has been in the business of developing residential real estate communities in California since 1994. Additional Information about Hovnanian is subject to the informational requirements of the Securities Exchange Act of 1934 (the “**Exchange Act**”) and in accordance therewith files reports, proxy statements, and other information, including financial statements, with the SEC. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Hovnanian. The address of such Internet web site is www.sec.gov. All documents subsequently filed by Hovnanian pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Hovnanian’s Annual Report and each of its other quarterly and current reports, including any amendments, are available from Hovnanian’s website at www.khov.com. The website address is given for reference and convenience only. The information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.

K. Hovnanian’s Development Plan. The 2020 PSA between the Master Developer and K. Hovnanian provides that K. Hovnanian will acquire 86 lots from the Master Developer in finished lot condition, which lots are identified as Village C-10 (Small Lot Final Map Lots 1-36) and Village C-13 (Small Lot Final Map Lots 21-70). K. Hovnanian plans to build out these units in five (5) floor plans within its “_____” neighborhood.

The first homes in the neighborhood are expected to be sold and closed to individual homeowners in [Month, Year], and the final homes in the neighborhood by [Month, Year]. K. Hovnanian plans to fund the purchase of the lots from the Master Developer and its home construction costs through internally generated funds and sales of homes to individual homeowners.

Although K. Hovnanian expects to have sufficient funds available to undertake and complete its development activities in Improvement Area No. 1, commensurate with the development timing described in this Official Statement, there can be no assurance, however, that these lots will be sold and closed to K. Hovnanian or that, if the lots are sold and closed to K. Hovnanian that K. Hovnanian will complete homes on the lots and sell the lots to individual homeowners on the timeline projected in this Official Statement or at all. Any contributions by K. Hovnanian or its affiliates to fund the costs of such development and home construction are entirely voluntary. If and to the extent that internal funding, including but not limited to home sales revenues, are inadequate to pay the costs to complete the planned development by K. Hovnanian and other financing by K. Hovnanian is not put into place, there could be a shortfall in the funds required to complete the proposed development by K. Hovnanian in Improvement Area No. 1 and the remaining portions of the development may not be developed.

D.R. Horton. D.R. Horton is an indirect, wholly-owned subsidiary of D.R. Horton, Inc., a Delaware corporation ("**Horton**"), which is based in Arlington, Texas, and has been in the business of developing residential real estate communities in California for many years. Additional Information about Horton is subject to the informational requirements of the Securities Exchange Act of 1934 (the "**Exchange Act**") and in accordance therewith files reports, proxy statements, and other information, including financial statements, with the SEC. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Horton. The address of such Internet web site is www.sec.gov. All documents subsequently filed by Horton pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Horton's Annual Report and each of its other quarterly and current reports, including any amendments, are available from Horton's website at www.drhorton.com. The website address is given for reference and convenience only. The information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.

D.R. Horton's Development Plan. The Purchase and Sale Agreement between the Master Developer and D.R. Horton provides that D.R. Horton will acquire 120 lots from the Master Developer in finished lot condition, which lots are identified as Village C-23 and Village C-24. D.R. Horton plans to build out these units in four floor plans within a neighborhood that has yet to be named, with the homes having average square feet of 1547 to 1969 and estimated base prices of \$425,000 to \$445,000.

The first homes in the neighborhood are expected to be sold and closed to individual homeowners in May 2021, and the final homes in the neighborhood by May 2023. D.R. Horton plans to fund the purchase of the lots from the Master Developer and its home construction costs through internally generated funds and sales of homes to individual homeowners.

Although D.R. Horton expects to have sufficient funds available to undertake and complete its development activities in Improvement Area No. 1, commensurate with the development timing described in this Official Statement, there can be no assurance, however, that these lots will be sold and closed to D.R. Horton or that, if the lots are sold and closed to D.R. Horton that D.R. Horton will complete homes on the lots and sell the lots to individual homeowners on the timeline projected in this Official Statement or at all. Any contributions by D.R. Horton or its affiliates to fund the costs of such development and home construction are entirely voluntary. If and to the extent that internal funding, including but not limited to home sales revenues, are inadequate to pay the costs to complete the planned development by D.R. Horton and other financing by D.R. Horton is not put into place, there could be a shortfall in the funds required to complete the proposed development by D.R. Horton in Improvement Area No. 1 and the remaining portions of the development may not be developed.

Meritage Homes. Meritage Homes is an indirect, wholly-owned subsidiary of Meritage Homes Corporation, a Maryland corporation ("**Meritage**"), which is based in Scottsdale, Arizona, and has been in the business of developing residential real estate communities in California for many years. Additional Information about Meritage is subject to the informational requirements of the Securities Exchange Act of 1934 (the "**Exchange Act**") and in accordance therewith files reports, proxy statements, and other information, including financial statements, with the SEC. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Meritage. The address of such Internet web site is www.sec.gov. All documents subsequently filed by Meritage

pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Meritage's Annual Report and each of its other quarterly and current reports, including any amendments, are available from Meritage's website at www.meritagehomes.com. The website address is given for reference and convenience only. The information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.

Meritage Homes' Development Plan. The Purchase and Sale Agreement between the Master Developer and Meritage Homes provides that Meritage Homes will acquire 74 lots from the Master Developer in finished lot condition, which lots are identified as Villages C-11 and C-15 (Lots 37-90) and Village C-14 (Lots 1-20). Meritage Homes plans to build out these units in 7 floor plans within its "Meritage @ Winding Creek" neighborhood, with the homes having average square feet of 2,350 (within a range of square footage from 1,623 to 2948) and estimated base prices of \$470,000 to \$550,000.

The first homes in the neighborhood are expected to be sold and closed to individual homeowners in May 2021, and the final homes in the neighborhood by December 2022. Meritage Homes plans to fund the purchase of the lots from the Master Developer and its home construction costs through internally generated funds and sales of homes to individual homeowners.

Although Meritage Homes expects to have sufficient funds available to undertake and complete its development activities in Improvement Area No. 1, commensurate with the development timing described in this Official Statement, there can be no assurance, however, that these lots will be sold and closed to Meritage Homes or that, if the lots are sold and closed to Meritage Homes that Meritage Homes will complete homes on the lots and sell the lots to individual homeowners on the timeline projected in this Official Statement or at all. Any contributions by Meritage Homes or its affiliates to fund the costs of such development and home construction are entirely voluntary. If and to the extent that internal funding, including but not limited to home sales revenues, are inadequate to pay the costs to complete the planned development by Meritage Homes and other financing by Meritage Homes is not put into place, there could be a shortfall in the funds required to complete the proposed development by Meritage Homes in Improvement Area No. 1 and the remaining portions of the development may not be developed.

Market Absorption Report

In connection with the issuance of the 2020 Bonds, the City hired The Gregory Group, Folsom, California (the "**Absorption Consultant**") to perform market absorption study services related to the development of the land in Improvement Area No. 1, which forms as part of the larger Creekview Development. The Absorption Consultant's report (the "**Absorption Report**") describes the planned development based on information available as of _____, 2020, and is attached hereto as APPENDIX C.

The Absorption Report included market pricing and absorption analysis for the 544 LDR/MDR units planned for Phases 1 and 2 of the Creekview Development in Improvement Area No.1 (but not the 218 HDR units). The absorption analysis is based on information provided by the Master Developer to the Absorption Consultant (as well as estimates by the Absorption Consultant) which includes an estimate as to when the Project will open for sales, infrastructure development, grading schedules, marketing considerations and anticipated market conditions. Furthermore, there are anticipated to be (and the market can sustain) several different projects selling simultaneously within

each product type but built by different builders. Additional factors considered in predicting absorption rates are:

- the desirability of Roseville as a new-home destination;
- increasing new-home sales within Roseville;
- current absorption rates for similar product types within the Roseville market area; and
- overall good current economic conditions within the Sacramento Region.

The Absorption Consultant concludes that the Creekview Development can absorb an average of 0.93 units per week per product offering for all of the product offerings (within the two phases and four product types per phase) over the marketing life of the development given the pricing (with home sizes ranging from 1,900 to 2,900 square feet and base prices range from \$477,000 to \$610,000). The projects are anticipated to open for sale (based on input from the Master Developer to the Absorption Consultant) on April 1, 2021 for Phase 1 and April 1, 2022 for Phase 2. The schedule of product offerings (project entry dates) was provided by the Master Developer (and estimated by the Absorption Consultant); the decreases and increases in the number of units absorbed over time is a result of the scheduled market entry (and sellout of projects) and is not considered to be a result of changes in project absorption rates during the sales cycle of the projects.

Based on the foregoing and as set forth in more detail in the Absorption Report, the Absorption Consultant's conclusions on absorption of the 544 LDR/MDR units planned for Improvement Area No. 1 are set forth in the following table. As shown in the table, all product offerings are anticipated to conclude sales by the Fourth Quarter of 2024, and the years to absorb the production homes is estimated to be 3.44 years, given the absorption schedule.

Table 7
Projected Absorption – LDR/MDR Units in Improvement Area No. 1

Calendar Year	Projected No. Units Sold
2021	107
2022	281
2023	129
2024	<u>27</u>
Total	544

Source: Absorption Consultant.

Neither the City nor the Underwriter is obligated to make, and neither has undertaken to make, an independent verification of the information contained in the Absorption Report and neither the City nor the Underwriter assumes responsibility for the accuracy or completeness of the Absorption Report. The Absorption Report should be read in its entirety, and a complete copy thereof is set forth as "APPENDIX C – THE ABSORPTION REPORT."

VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 1

The Appraisal

General. Integra Realty Resources, Sacramento, California (the “**Appraiser**”) prepared an appraisal report with a date of value of June 1, 2020 (the “**Appraisal**”). The Appraisal was prepared at the request of the City. The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Property Appraised. The appraised properties consist of all of the taxable property in the initial boundary of Improvement Area No. 1, which is owned by the Master Developer and planned for development into 762 taxable residential units (544 LDR/MDR units and 218 HDR market-rate units). Of these units, 280 LDR/MDR units are under contract to be sold to the Merchant Builders as described herein. A commercial parcel located within Improvement Area No. 1 (C-70) is not part of the property appraised because it is not subject to the Special Tax.

The appraised property includes three multi-family parcels (proposed), two of which (parcels C-41 and C-42) have substantial portions of their total unit count designated as affordable. As described in the Appraisal, the onerous provisions of the affordable designation impact the overall value of these two parcels to the extent they are not currently feasible to develop (the cost to build exceeds the value based on total revenue). However, the Appraiser notes that the market rate units within each of these two sites (parcels C-41 and C-42) will be subject to the lien of the Special Tax securing the 2020 Bonds. While the Appraiser has reported only the market rate units as obligated to pay the special tax, these units cannot transfer independent of the affordable units. Thus, while the market rate units are the only units referenced in the discounted cash flow analysis included in the Appraisal, they will only transfer with the affordable units in the respective parcels (parcels C-41 and C-42).

Value Estimates. The Appraisal provides a market value, in bulk, of the appraised property as of the date of value (based on the hypothetical condition the improvements to be financed by the 2020 Bonds were in place as of the date of valuation). The valuation accounts for the impact of the lien of the Special Tax and represents the hypothetical market value (based on the hypothetical condition) of all the land in Improvement Area No. 1. The property appraised excludes property in Improvement Area No. 1 designated for public and quasi-public purposes.

The aggregate value estimate for the appraised properties as of the date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and special assumptions and the hypothetical condition set forth in the Appraisal, and based on the ownership of the property as of that date, is \$44,720,000.

The bulk sale value represents the most probable price, in a sale of parcels within Improvement Area No. 1, to a single purchaser or sales to multiple buyers, over a reasonable absorption period discounted to present value.

Hypothetical Condition. *The value estimate is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the 2020 Bonds are available to finance the completion of certain infrastructure improvements.*

Extraordinary Assumptions. The estimate of value set forth in the Appraisal is based on a number of extraordinary assumptions, including the following:

- According to the cost budget provided to the Appraiser, the Master Developer is obligated to complete significant infrastructure improvements benefitting both the appraised property, as well as adjacent projects in Fiddymont Farms, Westpark and the Amoruso Specific Plan. Such development includes improvements to Blue Oaks Boulevard, Westpark Drive, Westbrook Boulevard and Creekpark Drive. Completion of these improvements will generate City credits and/or reimbursements from future developers. The intent of the Appraisal is to capture the increment of benefit associated with completion of the area wide improvements by the Master Developer; should such credits/reimbursements not be received by the Master Developer, the estimate of value would likely be negatively impacted.
- According to the cost budget provided, the appraised property's remaining infrastructure cost for Improvement Area No. 1 (Phases 1&2) is \$24,445,753. However, the Master Developer is completing significant backbone infrastructure serving not only the appraised property in Improvement Area No. 1, but the balance of the Creekview Development (currently in the Future Annexation Area and planned as Improvement Area No. 2 (Phases 3, 4 and a portion of Phase 5). As the subject of this appraisal comprises only Improvement Area No. 1, it is presumed a cost sharing agreement would be recorded with the balance of the development in the Future Annexation Area. Thus, since the balance of the infrastructure costs to be completed will also benefit the Future Annexation Area, the proportionate cost, and related benefit, of the infrastructure improvements to service the subject property and balance of the master planned community will be considered in the valuation of Phases 1, 2 and a portion of Phase 5 (Improvement Area No. 1) on a pro rata basis, along with consideration of costs incurred to date. According to the Master Developer, of the approximately \$62,160,713 in total common infrastructure costs, 37.43% is the responsibility of Phases 1, 2 and a portion of Phase 5; the cost reduction attributable to a cost sharing agreement with the Future Annexation Area is approximately \$38,893,958, with the subject property responsible for \$23,266,755. Considering the subject's proportionate share of costs incurred to date, remaining infrastructure costs pertaining to Improvement Area No. 1 are estimated to be \$9,150,045, which will be considered in the valuation herein. If the cost estimates or input factors utilized herein are discernibly different than reported, the values contained herein could be affected.
- For purposes of this analysis, construction fund proceeds from the Bonds are estimated at \$9,750,000, which will primarily be used for the completion of remaining infrastructure costs. Considering the estimate of pro rata costs for Improvement Area No. 1 (subject property) estimated herein, coupled with the anticipated Bond proceeds for CFD No. 1, it is estimated the \$9,150,045 in remaining infrastructure costs will be financed by the CFD No. 1 Bonds; thus, no further deduction will be made in our valuation; the excess proceeds will be credited toward remaining in-tract costs. If, at some future date, it is determined that cost estimates or input factors yielding the anticipated master developer contribution for remaining costs are different than actual, the value contained herein could be affected.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value. For example, the Appraiser has assumed that there is no adverse soil conditions, toxic substances or other environmental hazards that would interfere or inhibit development of the appraised property. Should future conditions and events reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See “APPENDIX B – THE APPRAISAL.”

Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Exposure Time. Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the Appraisal. Based on the Appraiser’s review of recent sales transactions for similar properties and its analysis of supply and demand in the local land market, the Appraiser’s opinion was that the probable exposure time for the appraised property at the concluded market value stated previously is 12 months.

Marketing Time. Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As the Appraiser foresees no significant changes in market conditions in the near term, the Appraiser’s opinion was that a reasonable marketing period for the appraised property in bulk is likely to be the same as the exposure time. Accordingly, the Appraiser estimated the marketing period at 12 months.

No assurance can be given that a sale of the property in bulk through foreclosure could be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a particular period. See “SPECIAL RISK FACTORS – Property Values and Property Development.”

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout Improvement Area No. 1; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the 2020 Bonds are outstanding in that the City has no control over the market value of the property within Improvement Area No. 1 or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See “–Overlapping Liens and Priority of Lien” below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see “SPECIAL RISK FACTORS” herein.

Value to Special Tax Burden Ratios

In comparing the value of the real property within Improvement Area No. 1 and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within Improvement Area No. 1 cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within Improvement Area No. 1 unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of Improvement Area No. 1 could, without the consent of the City and in certain cases without the consent of the owners of the land within Improvement Area No. 1, impose additional taxes or assessment liens on the land within Improvement Area No. 1. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on the land within Improvement Area No. 1 through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by the Master Developer and subsequent merchant homebuilders, and home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within Improvement Area No. 1, however, will be subordinate to the lien of the Special Tax.

Appraised Value to Lien Ratios by Tax Status, Land Use and Phase. The following table sets forth appraised value, maximum special tax, allocable debt, and value to lien ratios by tax status, land use and phase in Improvement Area No. 1 as of June 1, 2020 (the Appraiser's date of value), based on the assumptions detailed therein.

Table 8
City of Roseville
Creekview CFD 1 (Public Facilities) - Series 2020 Bonds
Value to Lien Ratios – By Phase, Land Use and Tax Classification
CFD Debt Allocated by Projected Special Tax Levy

Phase, Land Use & Tax Classification ⁽¹⁾⁽²⁾⁽³⁾	Planned Units ⁽²⁾	Appraised Value ⁽³⁾⁽⁴⁾	FY 2020-21 Maximum Facilities Tax	Projected FY 2020-21 Special Tax Levy ⁽⁵⁾	Allocable Debt CFD Bonds ^{(6)(7) *}	% of Allocated CFD Bonded Debt ^{(7) *}	Overlapping Debt ⁽⁸⁾	Total Direct & Overlapping Debt *	Average Value to Lien Ratios ^{(4)(9)*}
Phase 1									
LDR - Small Map Tentative Map Parcels	160	\$13,422,373	\$394,944	\$394,944	3,546,355	31.89%	\$12,699	3,559,054	3.77
MDR - Small Map Tentative Map Parcels	120	8,494,417	233,784	233,784	2,099,236	18.88%	7,360	2,106,596	4.03
Subtotal	280	\$21,916,790	\$628,728	\$628,728	\$5,645,591	50.77%	\$20,059	\$5,665,650	3.87
Phase 2									
LDR - Small Map Tentative Map Parcels	202	\$16,945,746	\$498,617	\$498,617	\$4,477,272	40.26%	\$17,468	\$4,494,740	3.77
MDR - Small Map Tentative Map Parcels	62	4,388,782	111,047	111,047	997,137	8.97%	3,284	1,000,421	4.39
Subtotal	264	\$21,334,528	\$609,664	\$609,664	\$5,474,409	49.23%	\$20,752	\$5,495,161	3.88
Phase 3									
HDR - Large Lot Parcels	116	\$1,468,682	\$76,908	-	-	0.00%	\$5,652	\$5,652	N/A
All Other Phases									
HDR - Large Lot Parcels ⁽¹⁰⁾	102	-	\$67,626	-	-	0.00%	\$4,212	\$4,212	N/A
Total	762	\$44,720,000	\$1,382,926	\$1,238,392	\$11,120,000	100.00%	\$50,675	\$11,170,675	4.00

* Preliminary, subject to change.

(1) Represents the property's Tax Classification as of April 30, 2020 to be used in applying the FY 2020-21 Special Tax Levy.

(2) Land use and planned number of taxable residential units per the District's Special Tax Formula

(3) Total Bulk Appraised Value as of June 1, 2020.

(4) Average per unit bulk values were used to determine the average value to lien ratio of each land use and tax classification category. The average bulk value per lot was calculated by applying the same percentage reduction for the total bulk value uniformly to the estimated market values per unit of each land use.

(5) The Projected FY 2020-21 Special Tax Levy assumes a Facilities Special Tax Levy to all Small Lot Tentative Map Parcels at 100%* of the Maximum Special Tax. Large Lot Parcels are not expected to be taxed in FY 2020-21.

(6) Represents the estimated par amount of the Bonds.

(7) The CFD Debt in this table has been allocated using the Projected FY 2020-21 Facilities Special Tax Levy.

(8) The overlapping debt liens of the District parcels as of June 1, 2020 as summarized under "Table ___ Direct and Overlapping Tax and Assessment Debt" from in the overlapping debt report prepared by California Municipal Statistics, Inc.

(9) "N/A" represents the undefined "average value to lien ratio" of Large Lot Parcels which have not been allocated CFD Bonded Debt, including Large Lots C-42 and C-43 which each reflect an appraised value of zero.

(10) Large Lots C-41 and C-42 consist of 263 HDR units, 102 of which are market rate units and subject to the District's Special Tax and 161 of which are affordable units that are not taxed by the District. The affordable related provisions impact the overall value of these two parcels to the extent they are not currently feasible to develop and are therefore valued at zero.

Sources: Land Use and Number of Planned Units - Special Tax Formula; Total Bulk Appraised Value - Integra Realty Resources, Inc.; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Maximum Special Tax - Willdan Financial Services.

Appraised Value to Lien Ratio Categories. The appraised value of all taxable property within Improvement Area No. 1 is \$44,720,000. The principal amount of direct and overlapping bonded debt in Improvement Area No. 1 (including the 2020 Bonds) is \$11,120,000*. Consequently, the estimated value of the taxable property is approximately 4.00* times the principal amount of the direct and overlapping bonded debt. The following table sets forth the appraised value, maximum special tax, and allocable debt by value to lien ratio range categories.

Table 9
City of Roseville
Creekview CFD 1 (Public Facilities) - Series 2020 Bonds
Average Value to Lien Ratio Categories

Average Value-to-Lien Ratio Category *	Planned Units ⁽¹⁾	Appraised Value ^{(2) (3)}	Fiscal Year 2020-21 Maximum Facilities Tax	Projected Fiscal Year 2020-21 Special Tax Levy ⁽⁴⁾	Allocable Debt CFD Bonds ^{(5)(6)*}	Percent of Allocated CFD Bonded Debt ^{(6)*}	Overlapping Debt ^{(7)*}	Total Direct and Overlapping Debt *	Average Value-to-Lien Ratios ^{(3)*}
5:1 to 9.99:1	10	\$707,868	\$9,741	\$9,741	\$87,468	0.79%	\$631	\$88,099	8.03
4:1 to 4.99:1	172	12,175,332	335,090	335,090	3,008,906	27.06%	10,011	3,018,917	4.03
3:1 to 3.99:1	362	30,368,118	893,561	893,561	8,023,626	72.15%	30,168	8,053,794	3.77
N/A (8)	218	1,468,682	144,534	-	-	0.00%	9,865	9,865	N/A
Total	762	\$44,720,000	\$1,382,926	\$1,238,392	\$11,120,000	100.00%	\$50,675	\$11,170,675	4.00

(1) Planned number of taxable residential units per the District's Special Tax Formula

(2) Total Bulk Appraised Value as of June 1, 2020.

(3) Average per unit bulk values were used to determine each unit's average value to lien ratio. The average bulk value per lot was calculated by applying the same percentage reduction for the total bulk value uniformly to the estimated market values per unit of each land use.

(4) The Projected FY 2020-21 Special Tax Levy assumes a Facilities Special Tax Levy to all Small Lot Tentative Map Parcels at 100% ___* of the Maximum Special Tax. Large Lot Parcels are not expected to be taxed in FY 2020-21.

(5) Represents the estimated par amount of the Bonds.

(6) The CFD Debt has been allocated using the Projected FY 2020-21 Facilities Special Tax Levy.

(7) The overlapping debt liens of the District parcels as of June 1, 2020 as summarized under "Table ___ Direct and Overlapping Tax and Assessment Debt" from in the overlapping debt report prepared by California Municipal Statistics, Inc.

(8) "N/A" represents the undefined "average value to lien ratio" of Large Lot Parcels which have not been allocated CFD Bonded Debt, including Large Lots C-42 and C-43 which each reflect an appraised value of zero.

* Preliminary, subject to change.

Sources: Number of Planned Units - Special Tax Formula; Total Bulk Appraised Value - Integra Realty Resources, Inc.; Overlapping Debt - California Municipal Statistics, Inc., as compiled by Willdan Financial Services and Maximum Special Tax - Willdan Financial Services.

No History of Special Tax Collections

Fiscal Year 2020-21 will be the first year in which the Special Tax is levied in Improvement Area No. 1.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within Improvement Area No. 1, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area No. 1. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area No. 1. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 1.

Set forth below is an overlapping debt table showing the existing direct and overlapping bonded debt payable with respect to property within Improvement Area No. 1. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in Improvement Area No. 1 is also subject to special taxes authorized to be levied on behalf of the City's Creekview Community Facilities District No. 2 (Public Services) and Community Facilities District No. 3 (Municipal Services) for municipal services, which districts provide for escalating annual special taxes on residential property.

Table 10
City of Roseville
Creekview Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 1
Summary of Overlapping Debt
As of June 1, 2020

2019-20 Assessed Valuation: \$1,773,545 (Land and Improvement)

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt</u>	
Sierra Joint Community College District SFID No. 4 G.O. Bonds	0.003%	\$ 2,023	
Roseville Joint Union High School District G.O. Bonds	0.006	7,764	
Roseville Joint Union High School District SFID No. 1 G.O. Bonds	0.061	39,625	
Roseville City School District G.O. Bonds	0.010	1,262	
City of Roseville Creekview CFD No. 1	100.000	-	(1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$50,674	
 <u>OVERLAPPING GENERAL FUND DEBT:</u>			
Placer County Certificates of Participation	0.002%	\$ 495	
Placer County Office of Education Certificates of Participation	0.002	15	
Sierra Joint Community College District Certificates of Participation	0.002	45	
Roseville City School District General Fund Obligations	0.010	446	
Placer Mosquito and Vector Control District Certificates of Participation	0.002	59	
City of Roseville Certificates of Participation	0.007	1,541	
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$2,601	
 GROSS COMBINED TOTAL DEBT		 \$53,275	(2)
 <u>Ratios to 2019-20 Assessed Valuation:</u>			
Direct Debt (\$0).....	0.00%		
Total Direct and Overlapping Tax and Assessment Debt	2.86%		
Combined Total Debt	3.00%		

(1) Excludes the 2020 Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

There can be no assurance that the Master Developer, its affiliates or any subsequent owner will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City or the Master Developer.

Private liens, such as deeds of trust securing loans obtained by the Master Developer, may be placed upon property in Improvement Area No. 1 at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Tax Burden on Single-Family Home

Based on estimated sales prices for the smallest floorplan for LDR and MDR homes provided by the Master Developer, the Special Tax Administrator has projected that the overall tax burden for the smallest floorplan homes planned for Improvement Area No. 1 will be approximately 1.71% to 1.76%, as shown in the following table. The projected overall tax burden for larger floorplan homes is expected to be smaller, as a percentage of the projected assessed value of the homes.

Table 11
City of Roseville
Creekview CFD 1 (Public Facilities) - Series 2020 Bonds
Projected Overall Tax Burden for Representative Single-Family Residential Parcels
(Fiscal Year 2020-21)

Net Taxable Value	Land Use Designations	
	MDR	LDR
Projected Assessed Value - Representative Homes ⁽¹⁾	\$430,000	\$515,000
Less: Homeowner's Exemption	(7,000)	(7,000)
Net Taxable Value	\$423,000	\$508,000

FY 2019/20 Ad Valorem Property Taxes	Rate	Taxes	Taxes
Base Property Tax	1.000000%	\$4,230	\$5,080
Rsvl High B&I 2008 SFID No. 1 11A Ref 2016B	0.005628%	24	29
Rsvl High B&I 2004 A B & C Ref 2013	0.004579%	19	23
Rsvl High B&I 2008 SFID No. 1 11A Non-Ref 2016B	0.002652%	11	13
Sierra Coll SFID No. 4 B&I 2018 Series A	0.015791%	67	80
Rsvl High B&I 1992	0.000884%	4	4
Rsvl High B&I 2004 Series C Non Refunding	0.012969%	55	66
Rsvl City Elem B&I 2002 Series A Non Refunding	0.020883%	88	106
Rsvl City Elem B&I 2002 Series A&B Ref 2011	0.005682%	24	29
Rsvl High B&I 2008 SFID No. 1 Series 2017	0.015869%	67	81
Rsvl High B&I 2008 SFID No. 1 Series 2018	0.001309%	6	7
Rsvl High B&I 2016 Series A	0.011789%	50	60
Rsvl High B&I 2016 Series B	0.001216%	5	6
Total FY 2019/20 Ad Valorem Property Tax Rate ⁽²⁾	1.099251%	\$4,650	\$5,584

Parcel Charges, Special Taxes and Assessments ⁽³⁾	Charges	Charges
Placer Mosquito & Vector ⁽⁴⁾	\$30	\$30
City of Roseville, Creekview CFD No. 1 (Public Facilities) ⁽⁵⁾	1,948	2,468
City of Roseville, Creekview CFD No. 2 (Public Services) ⁽⁶⁾	429	502
City of Roseville CFD No. 3 (Municipal Services) ⁽⁷⁾	275	470
Total Parcel Charges, Assessments, and Special Taxes	\$2,682	\$3,470

Total Projected Taxes and Direct Charges	\$7,332	\$9,054
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Total Effective Projected Tax Rate	1.71%	1.76%
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* Preliminary, subject to change.

(1) Values of Representative MDR and LDR Homes from the Ability to Pay section of the Appraisal.

(2) The Aggregate 2019/20 Ad Valorem Property Tax Rate for TRA 005-073 per Placer County Resolution 2019-170.

(3) Assumes no optional PACE related Special Taxes

(4) Equal to the FY 2019-20 rate per lot applied to nearly homes

(5) Equal to the applicable Maximum Public Facilities Special Tax for FY 2020-21

(6) Equal to the Maximum Public Services Special Tax for FY 2020-21

(7) Projected Maximum Municipal Services Special Tax for FY 2020-21

Sources: Aggregate FY 2019-20 Ad Valorem Tax Rate, TRA 005-073 - Placer County Auditor Controller; Individual Ad Valorem Tax Rates - 2019/20 County Property Tax Bill, APN 017-101-007; Mosquito & Vector charges - Placer County Tax Collector; Projected Assessed Values of Representative Homes - Integra Realty Resources, Inc; Maximum Special Tax Rates, Roseville CFD Nos 1, 2 and 3 - Willdan Financial Services

SPECIAL RISK FACTORS

The purchase of the 2020 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2020 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the 2020 Reserve Account of the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2020 Bonds. The 2020 Bonds are not general obligations of the City but are limited obligations of the City, payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the 2020 Reserve Account of the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS." Any tax for the payment of the 2020 Bonds will be limited to the Special Tax to be collected within Improvement Area No. 1.

Concentration of Ownership

Land in Improvement Area No. 1 is currently 100% owned by the Master Developer. 280 LDR lots, comprising Phase 1 of the Improvement Area No. 1 development, are under contract to three Merchant Builders as described herein; however, no assurance can be given that these lots will be sold and closed to the Merchant Builders or that, if the lots are sold and closed to the Merchant Builders the Merchant Builders will complete homes on the lots and sell the lots to individual homeowners on the timeline projected in this Official Statement or at all.

Owners of property are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the 2020 Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of the Master Developer, any of the Merchant Builders or any other future owner of significant property subject to the Special Taxes in Improvement Area No. 1 to pay installments of Special Taxes when due could cause the depletion of amounts in the 2020 Reserve Account of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to timely pay debt service on the 2020 Bonds. For a description of the Master Developer, see "OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1." In that event, there could be a delay or failure in payments on the 2020 Bonds. See "– Bankruptcy and Foreclosure Delays" below and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of the taxable property within Improvement Area No. 1. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). Some of the improvements to be financed by the 2020 Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in Improvement Area No. 1 could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of Taxable Parcels within Improvement Area No. 1 is a critical factor in determining the investment quality of the 2020 Bonds. If a property owner defaults in the payment of the Special Tax, the City may bring an action to foreclose on the delinquent property in an attempt to obtain funds with which to pay debt service on the 2020 Bonds. Land development and land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within Improvement Area No. 1 as of the date indicated. No assurance can be given that the land values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Appraised Values" above.

Neither the City nor the Underwriter has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to

any particular parcel, the City is issuing the 2020 Bonds without regard to any such evaluation. Thus, the issuance of the 2020 Bonds in no way implies that the City or the Underwriter has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in Improvement Area No. 1 or the value of property in Improvement Area No. 1.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the 2020 Bonds should it be necessary for the City to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the 2020 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 1 – Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within Improvement Area No. 1 will be completed, and in assessing the investment quality of the 2020 Bonds, prospective purchasers should evaluate the risks of noncompletion.

The Master Developer provides no assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development. The Master Developer has no obligation to the City or to owners of the 2020 Bonds to complete the project.

Risks of Real Estate Investment Generally. Continuing development of land within Improvement Area No. 1 may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in Improvement Area No. 1 may also be affected by development in surrounding areas, which may compete with development in Improvement Area No. 1. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within Improvement Area No. 1 will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within Improvement Area No. 1 will not be adversely affected by these risks.

Natural Disasters. The value of the parcels in Improvement Area No. 1 in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in Improvement Area No. 1 and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding Improvement Area No. 1, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, Improvement Area No. 1 is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the land in Improvement Area No. 1 is not in a high-risk area (or a special fire hazard severity zone) for wildfires, landslides, floods, or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Drought. California has been subject to droughts from time-to-time in the past. Although the City does not believe any future drought would impact development in Improvement Area No. 1, no assurances can be given in this regard.

The City employs a portfolio approach to its water supplies which includes the use of surface water, groundwater and recycled water. This portfolio approach is designed to provide a more reliable water supply. Surface water is the City's primary water supply which is delivered from the Folsom Reservoir under contracts with the Bureau of Reclamation and the Placer County Water Agency. The City also uses groundwater to supplement its surface water supplies during emergency and drought conditions. These ground water wells are designated to accommodate Aquifer Storage and Recovery (ASR). The City's ASR program allows for the storage of treated surface water in the groundwater basin through direct injection through the ASR wells. This water can be extracted later from the same wells for use during emergency or drought conditions. This water "banking" allows the City to use groundwater without significant impact to the ground water table when surface water supplies are limited. The City also uses recycled water generated from its wastewater treatment facilities for irrigation purposes in commercial landscaping, public rights-of way, parks and golf courses. The use of recycled water reduces the demand for treated water for these purposes and leaving more for domestic use. However, no assurance can be given that a future drought affecting homes in Improvement Area No. 1 would not result in decreased values.

The City indicates it has adequate surface water and groundwater supplies to satisfy the planned development of property in Improvement Area No. 1 in accordance with applicable law and regulations. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within Improvement Area No. 1 may be delayed or even stopped. The Development Agreement provides that should the City need to restrict development it must do so City-wide and cannot single out the Creekview property in restricting development activity. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within Improvement Area No. 1 following a delinquency in the payment of Special Taxes.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in Improvement Area No. 1 may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within Improvement Area No. 1 would affect the marketability and the value of some or all of the property in Improvement Area No. 1. In that event, the owners and operators of a parcel within

Improvement Area No. 1 may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within Improvement Area No. 1 and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within Improvement Area No. 1 by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within Improvement Area No. 1 has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within Improvement Area No. 1 resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within Improvement Area No. 1 that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Master Developer believes that no federally listed endangered or threatened species would be affected by the proposed development within Improvement Area No. 1, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in Improvement Area No. 1 or reduce the value of undeveloped property.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2020 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within Improvement Area No. 1.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the Maximum Annual Facilities Special Tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2020 Bonds.

In addition to the Maximum Annual Facilities Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2020 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax Formula is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2020 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See “– Tax Delinquencies” below. There is currently no history of tax levies in Improvement Area No. 1.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2020 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the 2020 Reserve Account of the Reserve Fund is depleted. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the “FDIC”) has or obtains an interest. The FDIC would obtain such an interest by taking

over a financial institution that has made a loan that is secured by property within Improvement Area No. 1. See “ – FDIC/Federal Government Interests in Properties” below.

Other laws generally affecting creditors’ rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: “This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding.”

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within Improvement Area No. 1 but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government’s mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association (“**FNMA**”) is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid tax, as discussed in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure,” may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of

the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2020 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2020 Bonds. To the extent that property in Improvement Area No. 1 continues to be owned by a limited number of property owners, the chances are increased that the 2020 Reserve Account of the Reserve Fund established for the 2020 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the 2020 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2020 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the 2020 Reserve Account of the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the 2020 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2020 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the "pre-petition taxes"), but unpaid taxes imposed after the filing of the bankruptcy petition ("post-petition taxes") were declared to be unsecured "administrative expenses" of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court's ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit's holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part

subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the “Bankruptcy Reform Act”) passed by Congress during the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code’s automatic stay provisions, “the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition” by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as “administrative expenses,” rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within Improvement Area No. 1 who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as “administrative expenses” of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term “*ad valorem* taxes.”

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 1.

Property in Improvement Area No. 1 is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in Improvement Area No. 1 is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Creekview Community Facilities District No. 2 (Public Services) and the City’s Community Facilities District No. 3 (Municipal Services). The property is not subject to any other special tax or assessment liens (other than the lien of the Special Tax). See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 1 – Estimated Tax Burden on Single Family Home.”

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2020 Bonds. The principal of and interest on the 2020 Bonds are payable from the Special Tax authorized to be collected within Improvement Area No. 1, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area No. 1. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area No. 1. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 1. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See “– Bankruptcy and Foreclosure Delays” above.

There can be no assurance that property owners within Improvement Area No. 1 will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within Improvement Area No. 1, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in Improvement Area No. 1. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in Improvement Area No. 1. However, the lien of such loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within Improvement Area No. 1 on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2020 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the 2020 Reserve Account of the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the 2020 Reserve Account of the Reserve Fund, if available, may be used to pay principal of and interest on the 2020 Bonds. If funds in the 2020 Reserve Account of the Reserve Fund for the 2020 Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the 2020 Bond holders pursuant to the Fiscal

Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within Improvement Area No. 1 at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the 2020 Reserve Account of the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The 2020 Bonds do not contain a provision allowing for the acceleration of the 2020 Bonds in the event of a payment default or other default under the terms of the 2020 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a 2020 Bond holder is given the right for the equal benefit and protection of all 2020 Bond holders similarly situated to pursue certain remedies. So long as the 2020 Bonds are in book-entry form, DTC will be the sole 2020 Bond holder and will be entitled to exercise all rights and remedies of 2020 Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State’s constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of Improvement Area No. 1. See “–Property Values and Property Development – Land Development” above. See also “–Voter Initiatives” below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the City. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2020 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIIC and XIIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act”. Section 1 of Proposition 26 declares that Proposition 26 is

intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes (“special taxes”) require a two-thirds vote.

The levy of the Special Taxes and the issuance of special tax bonds of the City for Improvement Area No. 1 were each authorized by not less than a two-thirds vote of the landowners within Improvement Area No. 1 who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the 2020 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on Improvement Area No. 1 can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Recent Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the “CCFD”) established by the City of San Diego. The CCFD is a financing district established under the City’s charter (the “Charter”) and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City’s Charter and with applicable provisions of the California Constitution -- specifically Article XIII A, section 4 (“Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district...”) and Article XIII C, section 2(d) (“No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.”) -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District (including Improvement Area No. 1), there were no registered voters within the District (including Improvement Area No. 1) at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act

in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court's holding does not apply to the special tax election held for Improvement Area No. 1.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters....

53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] ... shall be commenced within 30 days after the voters approve the issuance of the bonds or the special tax ...

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: "Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax...."

Landowner voters approved the Special Taxes and the issuance of bonds for Improvement Area No. 1 in compliance with all applicable requirements of the Mello-Roos Act in 2018. Therefore, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated that it did not consider the facts presented by Improvement Area No. 1 and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Recent Changes in Tax Law

H.R. 1 of the 115th U.S. Congress, known as the "Tax Cuts and Jobs Act," was enacted into law on December 22, 2017 (the "**Tax Act**"). The Tax Act makes significant changes to many aspects of the Code that could have an impact on future property development. The Tax Act reduces the amount of mortgage interest expense and state local income tax and property tax expense that individuals may deduct from their gross income for federal income tax purposes, which could increase the cost of home ownership within Improvement Area No. 1 and could adversely affect the sale of homes by merchant builders that purchase lots from the Master Developer. However, neither the City nor the Master Developer can predict the effect that the Tax Act may have on the cost of home ownership or the price of homes in Improvement Area No. 1, the rate at which homes in Improvement Area No. 1 are sold to individual homeowners, or the ability or willingness of homeowners to pay special taxes or property taxes on Taxable Property within Improvement Area No. 1. The appraised values do not take into account any of the potential impacts of the Tax Act on home values or home sales in Improvement Area No. 1.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City, or the administration of the 2020 Bonds. The City is also reliant on other entities and service providers in connection with the administration of the 2020 Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within Improvement Area No. 1, including the Master Developer, the merchant builders and individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

COVID-19

The spread of the COVID-19 coronavirus pandemic, and responses intended to slow its spread, are likely to result in negative impacts to the homebuilding operations and sales of homes within the District. There can be no assurances that the spread of the virus and the related shelter in place order and social distancing requirements currently imposed by the State of California, or other State or local mandates and/or other responses intended to slow its spread will not materially adversely impact the pace of sales of lots or homes or the willingness of owners of land in the District, including the Master Developer, the Merchant Builders or individual homeowners, to pay the Special Taxes securing the 2020 Bonds and any Additional Bonds. In addition, no assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Tax Revenues by the City for the payment of the 2020 Bonds. Finally, stock and municipal bond markets in the U.S. and globally have seen significant volatility attributed to coronavirus concerns; there can be no assurances that these or other concerns that emerge later will not materially adversely impact the secondary market for the 2020 Bonds.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIII A of the California Constitution, commonly known as “**Proposition 13**,” provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIII A limits the maximum *ad valorem* tax on real property to 1% of “full cash value,” which is defined as the County Assessor’s valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIII A exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIII A requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIII A of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within Improvement Area No. 1.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIII B of the State Constitution. Article XIII B prohibits government agencies and the State from spending “appropriations subject to limitation” in excess of the appropriations limits imposed. “Appropriations subject to limitation” are authorizations to spend “proceeds of taxes,” which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not “proceeds of taxes” such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the 2020 Bonds to provide certain financial information and operating data relating to Improvement Area No. 1 by not later than nine months after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2019-20 fiscal year (due April 1, 2021) and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and notices of listed events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City is summarized in "APPENDIX F — FORM OF CONTINUING DISCLOSURE UNDERTAKINGS."

The City believes it currently is in material compliance with all of its continuing disclosure undertakings for the last five years. Notwithstanding the foregoing, in the last five years:

- (1) The Annual Reports for Fiscal Year 2014-15 for certain of the City's then-outstanding obligations were not timely filed, without timely notice of late filings.
- (2) The City has not, in a timely manner, filed all significant event notices of changes in the ratings of certain then-outstanding obligations resulting from changes in ratings of the bond insurers who insured such obligations or the underlying ratings for such obligations. However, the City has submitted all significant event notices of changes in ratings occurring during the last five years on all currently outstanding obligations.

The Master Developer

Although not an obligated party under the Rule, the Master Developer has voluntarily covenanted for the benefit of owners of the 2020 Bonds to provide certain information and operating data relating to the property it or its affiliates owns in Improvement Area No. 1 by not later than May 1st and November 1st of each year, beginning with the report due November 1, 2020 (the "**Developer Periodic Reports**") and to provide notices of the occurrence of certain enumerated events. The obligation of the Master Developer to provide such information is in effect until such time as (A) 90% of the backbone infrastructure improvements for Improvement Area No. 1 only shown in the first line in Table 5 of the Official Statement have been completed and (B) the Master Developer and its affiliates own property in Improvement Area No. 1 to be developed as fewer than ___ taxable residential lots. The Master Developer's undertaking includes a provision that if a portion of the Master Developer's property in Improvement Area No. 1 that is to be developed as ___ or more taxable residential units is sold, the reporting obligation may be assumed by the new owner and the Master Developer's obligations with respect to such property will be terminated, or if not so assumed, the Master Developer is to report such required information on behalf of such property until terminated.

The Master Developer has never previously entered into a continuing disclosure undertaking.

UNDERWRITING

The 2020 Bonds were purchased through negotiation by Piper Sandler & Co., as underwriter (the “**Underwriter**”). The Underwriter agreed to purchase the 2020 Bonds at a price of \$_____ (which is equal to the par amount of the 2020 Bonds, plus/less an original issue premium/discount of \$_____ and less the Underwriter’s discount of \$_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the 2020 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

The City has retained Hilltop Securities Inc., Encino, California, as registered municipal advisor (the “**Municipal Advisor**”) in connection with the issuance of the 2020 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the 2020 Bonds.

LEGAL OPINION

The validity of the 2020 Bonds and certain other legal matters are subject to the approving opinion of Jones Hall, a Professional Law Corporation, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX E to this Official Statement, and the final opinion will be made available to registered owners of the 2020 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2020 Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2020 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2020 Bonds. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2020 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2020 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2020 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “original

issue premium” for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2020 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2020 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2020 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2020 Bonds who purchase the 2020 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2020 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2020 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such 2020 Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2020 Bond (said term being the shorter of the 2020 Bond’s maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2020 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2020 Bond is amortized each year over the term to maturity of the 2020 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2020 Bond premium is not deductible for federal income tax purposes. Owners of premium 2020 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2020 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2020 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2020 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2020 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2020 Bonds, or as to the consequences of owning or receiving interest on the 2020 Bonds, as of any future date. Prospective purchasers of the 2020 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2020 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2020 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2020 Bonds, the ownership, sale or disposition of the 2020 Bonds, or the amount, accrual or receipt of interest on the 2020 Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the 2020 Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the 2020 Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the 2020 Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the 2020 Bonds, or in any way contesting or affecting the validity or enforceability of the 2020 Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the 2020 Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council of the City, as the legislative body of the District.

CITY OF ROSEVILLE

By: _____
Assistant City Manager/
Chief Financial Officer

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B
THE APPRAISAL

APPENDIX C
THE ABSORPTION REPORT

APPENDIX D

THE CITY OF ROSEVILLE AND PLACER COUNTY

The District is located in the City of Roseville (the “City”), which is located in southwestern Placer County (the “County”), California (the “State”). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The 2020 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.

General

The City is located in the County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 1, 2020 was approximately 145,163.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the “Fountains at Roseville,” a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golf and SunSplash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES
City, County and State
Calendar Years 2016 through 2020, as of January 1

<u>Year</u>	<u>City of Roseville</u>	<u>Placer County</u>	<u>State of California</u>
2016	132,676	376,508	39,131,307
2017	135,398	383,598	39,398,702
2018	137,983	389,387	39,586,646
2019	141,299	395,978	39,695,376
2020	145,163	403,711	39,782,870

Source: California State Department of Finance.

Effective Buying Income

Effective buying income (“**EBI**”) is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI) City, County, State and United States As of January 1, 2016 through 2020

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2016	City of Roseville	\$3,959,073	\$64,615
	Placer County	11,729,490	64,480
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2017	City of Roseville	\$4,126,395	\$66,668
	Placer County	12,122,101	65,269
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2018	City of Roseville	\$4,470,762	\$70,438
	Placer County	12,967,927	69,226
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	City of Roseville	\$4,981,208	\$75,784
	Placer County	14,736,480	74,797
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	City of Roseville	\$4,834,974	\$72,395
	Placer County	14,333,583	72,431
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303

Source: The Nielsen Company (US), Inc for years 2015 through 2018; Claritas, LLC for 2019.

Employment and Industry

The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 14.2 percent in April 2020, up from a revised 4.8 percent in March 2020, and above the year-ago estimate of and 14.4 percent for the nation during the same period. The unemployment rate was 15.4 percent in El Dorado County, 13.3 percent in Placer County, 14.7 percent in Sacramento County, and 11.9 percent in Yolo County.

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry, in the Sacramento--Arden-Arcade--Roseville MSA for the years 2015 through 2019. Annual figures are not yet available for 2020.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento Arden Arcade Roseville Metropolitan Statistical Area
(El Dorado, Placer, Sacramento, and Yolo Counties)
Civilian Labor Force, Employment and Unemployment
Annual Averages

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Civilian Labor Force</u> ⁽¹⁾	1,052,800	1,068,300	1,075,300	1,089,600	1,101,000
Employment	991,200	1,012,000	1,026,400	1,048,200	1,061,400
Unemployment	61,700	56,400	48,900	41,400	39,600
Unemployment Rate	5.9%	5.3%	4.5%	3.8%	3.6%
<u>Wage and Salary Employment</u> ⁽²⁾					
Agriculture	9,400	9,700	9,800	9,100	8,800
Mining and Logging	400	400	400	500	500
Construction	50,300	55,000	58,700	64,500	68,400
Manufacturing	36,400	36,200	35,700	36,000	36,500
Wholesale Trade	24,400	25,500	26,500	28,400	28,700
Retail Trade	98,000	100,500	101,400	102,000	100,600
Transportation, Warehousing and Utilities	24,600	26,000	26,700	29,600	32,300
Information	14,200	13,800	12,600	12,400	11,900
Finance and Insurance	37,100	37,300	37,200	36,600	35,200
Real Estate and Rental and Leasing	13,800	14,500	15,200	16,800	17,400
Professional and Business Services	120,100	127,800	130,000	133,500	134,900
Educational and Health Services	140,900	146,500	153,600	159,800	166,400
Leisure and Hospitality	95,400	99,800	103,300	106,200	109,200
Other Services	30,900	31,700	33,000	34,200	35,100
Federal Government	13,700	14,000	14,200	14,100	14,200
State Government	115,300	116,600	118,400	120,400	122,500
Local Government	102,900	104,000	102,600	103,500	104,800
Total, All Industries ⁽³⁾	1,052,800	1,068,300	1,075,300	1,089,600	1,101,000

⁽¹⁾ Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

⁽²⁾ Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

⁽³⁾ Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers

The following table lists the major employers within the County, in alphabetical order.

MAJOR EMPLOYERS Placer County (In Alphabetical Order) May 2019

<u>Employer</u>	<u>Location</u>	<u>Industry</u>
Adventist Health	Roseville	Health Services
Alpine Meadows Ski Resort	Alpine Meadows	Resorts
Backyard Bar & BBQ	Truckee	Restaurants
Costco Wholesale	Roseville	Wholesale Clubs
Golfland Sunsplash	Roseville	Water Parks
Hewlett-Packard	Roseville	Computers-Electronic-Manufacturers
Kaiser Permanente Roseville MD	Roseville	Hospitals
Northstar California	Truckee	Resorts
Oracle	Rocklin	Computer Software-Manufacturers
Placer County Food Stamps	Auburn	County Government-Social/Human Resources
Placer County Sheriff	Auburn	Government Offices-County
Placer County Sheriff Dept	Tahoe City	Government Offices-County
PRIDE Industries	Roseville	Employment Agencies & Opportunities
Q I P-Roseville	Roseville	Real Estate Management
Resort At Squaw Creek	Alpine Meadows	Hotels & Motels
Ritz-Carlton Club Lake Tahoe	Truckee	Hotels & Motels
Ritz-Carlton Lake Tahoe	Truckee	Hotels & Motels
Sheriff's Training	Auburn	Government Offices-County
Sierra Community College Dist	Rocklin	Junior-Community College-Tech Institutes
Stagg Howard A Pro Corp	Roseville	Attorneys
Sutter Auburn Faith Hospital	Auburn	Hospitals
Sutter Roseville Medical Ctr	Roseville	Hospitals
Tami Saner & Assoc	Roseville	Real Estate
Thunder Valley Casino	Lincoln	Casinos
Union Pacific Railroad Co	Roseville	Railroads

Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2019 2nd Edition.

Principal Employers

The following table shows the principal employers in the City, as shown in the City's Comprehensive Annual Financial Report for fiscal year ending June 30, 2019.

PRINCIPAL EMPLOYERS City of Roseville As of June 30, 2019

<u>Employer</u>	<u>Number of Employees</u>
The Permanente Medical Group & Foundation Group	5,794
Sutter Roseville Medical Group	2,202
City of Roseville	1,896
Hewlett Packard	1,154
Roseville City School District	1,154
PRIDE Industries	1,062
Roseville Joint Union High School	1,005
Adventist Health	920
Union Pacific Railroad Company	569
Wal-Mart	488
Total – Top Ten	<u>16,244</u>
Total City-Wide Employment	88,597

Source: City of Roseville Comprehensive Annual Financial Report for Fiscal Year 2018-19.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2014 through 2018. Annual figures are not yet available for 2019.

BUILDING PERMIT VALUATION City of Roseville (Valuation in Thousands of Dollars)

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>Permit Valuation</u>					
New Single-family	\$154,499.7	\$262,769.4	\$242,272.7	\$322,386.5	\$220,813.8
New Multi-family	15,360.4	0.0	5,900.3	51,882.2	0.0
Res. Alterations/Additions	<u>4,967.8</u>	<u>9,039.9</u>	<u>7,518.4</u>	<u>7,283.3</u>	<u>8,598.7</u>
Total Residential	\$174,827.9	\$271,809.3	\$255,691.4	\$381,552.0	\$229,412.5
New Commercial	\$19,546.6	\$36,704.0	\$27,783.7	\$81,544.8	\$21,072.5
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	10,935.1	9,340.5	18,126.2	8,356.1	11,541.4
Com. Alterations/Additions	<u>62,138.9</u>	<u>42,754.7</u>	<u>32,621.0</u>	<u>51,836.3</u>	<u>38,098.5</u>
Total Nonresidential	\$92,620.6	\$88,799.2	\$78,530.9	\$141,737.2	\$70,712.4
<u>New Dwelling Units</u>					
Single-Family	644	927	862	1,201	806
Multiple Family	<u>0</u>	<u>0</u>	<u>58</u>	<u>486</u>	<u>0</u>
Total New Dwelling Units	644	927	920	1,687	806

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2019-20 assessment roll totaled \$80.0 billion as compared to the prior year's assessment roll of \$75.3 billion, which reflected a 6.24% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2014 through 2018. Annual figures are not yet available for 2019.

BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)

	2014	2015	2016	2017	2018
<u>Permit Valuation</u>					
New Single-family	\$523,638.2	\$683,806.3	\$776,410.8	\$771,800.5	\$696,737.4
New Multi-family	48,645.5	21,702.2	42,395.7	92,565.5	23,384.7
Res. Alterations/Additions	<u>59,428.5</u>	<u>82,577.5</u>	<u>79,543.6</u>	<u>89,429.2</u>	<u>99,341.6</u>
Total Residential	\$631,712.2	\$788,086.0	\$898,350.1	\$953,795.2	\$819,463.7
 New Commercial	 \$38,343.5	 \$72,506.2	 \$84,953.2	 \$138,544.8	 \$90,424.4
New Industrial	199.8	1,339.6	535.1	0.0	7,956.4
New Other	44,159.8	72,602.9	90,958.7	57,356.4	68,208.3
Com. Alterations/Additions	<u>101,977.7</u>	<u>80,457.5</u>	<u>64,524.2</u>	<u>94,058.6</u>	<u>84,271.0</u>
Total Nonresidential	\$184,680.8	\$226,906.2	\$240,971.2	\$289,959.8	\$250,860.1
 <u>New Dwelling Units</u>					
Single-Family	1,620	1,994	2,102	2,500	1,963
Multiple Family	<u>376</u>	<u>240</u>	<u>322</u>	<u>782</u>	<u>19</u>
Total New Dwelling Units	2,234	2,424	2,342	3,282	1,982

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

The total taxable sales during calendar year 2019 in the City were reported to be \$4,889,701,830, a 2.57% increase from the total taxable sales of \$ 4,767,160,237 reported during calendar year 2018. Annual figures for 2020 are not yet available.

TAXABLE TRANSACTIONS City of Roseville Calendar Years 2015 through 2019 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2015 ⁽¹⁾	3,828	3,684,238	5,334	4,446,457
2016	3,761	3,749,782	5,293	4,425,939
2017	3,715	3,915,184	5,257	4,642,069
2018	3,705	4,048,870	5,393	\$4,767,160
2019	3,748	4,021,058	5,578	4,889,701,830

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: State Department of Tax and Fee Administration.

The total taxable sales during calendar year 2019 in the County were reported to be \$10,341,805,054, a 4.36% increase over the total taxable sales of \$9,909,905,815.00 reported during calendar year 2018. Annual figures for 2020 are not yet available.

TAXABLE TRANSACTIONS Placer County Calendar Years 2015 through 2019 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2015 ⁽¹⁾	8,678	6,594,126	13,124	8,675,315
2016	8,671	6,814,515	13,227	8,920,892
2017	8,713	7,194,952	13,365	9,428,862
2018	8,717	7,724,326	13,794	9,909,906
2019	8,771	7,943,537	14,193	10,341,805

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: State Department of Tax and Fee Administration.

Transportation

The transportation network in and around the City is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the City, connecting San Francisco to New York. Highway 65 runs north through the City, from I-80 to Lincoln and Marysville. Interstate 5, which is west of the City, runs north to Seattle and south to Los Angeles.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the City, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

[Closing Date]

OPINION: \$_____ City of Roseville Creekview Community Facilities District No. 1
(Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2020

Members of the City Council:

We have acted as bond counsel to the City of Roseville (the “City”) in connection with the issuance by the City of the \$_____ City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2020 (the “Bonds”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the “Act”) and a Fiscal Agent Agreement dated as of _____ 1, 2020 (the “Fiscal Agent Agreement”), by and between the City, on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities), and The Bank of New York Mellon Trust Company, N.A., as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and to issue the Bonds.
2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.
3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX F

FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE (City)

This CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”) dated as of _____ 1, 2020, is executed and delivered by the CITY OF ROSEVILLE (the “City”) in connection with the execution and delivery of its City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2020 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of _____ 1, 2020 (the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Annual Report Date” means the date that is nine months after the end of the City’s fiscal year (currently April 1 based on the City’s fiscal year end of June 30).

“Dissemination Agent” means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2021, with the report for the 2019-20 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A to this Disclosure Certificate.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) The City’s audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City’s audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information, unless otherwise specified, as of September 30 of the preceding year:

(i) Principal amount of all outstanding bonds of Improvement Area No. 1.

(ii) Balance in the Improvement Fund.

(iii) Balance in 2020 Reserve Account of the Reserve Fund, and statement of the Reserve Requirement for the Bonds. Statement of projected draws on the 2020 Reserve Account of the Reserve Fund, if any.

(iv) Balance in other funds and accounts held by the City or fiscal agent related to the Bonds.

(v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within Improvement Area No. 1.

(vi) The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years.

(vii) Notwithstanding the September 30 reporting date, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of September 30. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.

(viii) Most recently available total assessed value of all parcels subject to the Special Tax.

(ix) List of landowners and assessor's parcel number of parcels subject to 20% or more of the Special Tax levy including the following information: development status to the extent shown in City records, land use classification, assessed value (land and improvements).

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of "financial obligation," see clause (e)).

- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of “financial obligation,” see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier “material” with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically

required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of
City of Roseville Creekview Community
Facilities District No. 1 (Public Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent

By: _____
Name:
Title:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: \$_____ City of Roseville Creekview Community Facilities
District No. 1 (Public Facilities) Improvement Area No. 1 Special
Tax Bonds Series 2020

Date of Issuance: _____, 2020

NOTICE IS HEREBY GIVEN that the City of Roseville (the "City") on behalf of City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) has not provided an Annual Report with respect to the above-named Bonds as required by the Fiscal Agent Agreement dated as of _____ 1, 2020 (the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent, on behalf of City of
Roseville Creekview Community Facilities
District No. 1 (Public Facilities)

By: _____
Name:
Title:

cc: City of Roseville

**CONTINUING DISCLOSURE CERTIFICATE
(Developer)**

THIS CONTINUING DISCLOSURE AGREEMENT (DEVELOPER) (the “**Disclosure Certificate**”) dated as of [Closing Date, 2020], is executed by Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the “**Developer**”) in connection with the execution and delivery by the City of Roseville of its City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2020 (the “**Bonds**”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of _____ 1, 2020 (the “**Fiscal Agent Agreement**”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent.

The Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Developer for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“**Affiliate**” means any person presently directly (or indirectly through one or more intermediaries) under managerial control of the Developer, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to the proposed development of the Property or to the Developer’s ability to pay the Special Taxes levied on the Property prior to delinquency).

“**Assumption Agreement**” means an undertaking of a Major Owner for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner’s development and financing plans with respect to Improvement Area No. 1), whereby such Major Owner agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the Property in Improvement Area No. 1 owned by such Major Owner, at the option of the Developer or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof.

“**Dissemination Agent**” means the Developer, or any successor Dissemination Agent designated in writing by the Developer, and which has filed with the Developer, the City and the Participating Underwriter a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

“**District**” means the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities).

“**Improvement Area No. 1**” means the improvement area designated as such within the District.

“**Listed Events**” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“Major Owner” means, as of any date of determination, a Person that owns land in Improvement Area No. 1 that is to be developed as ___ or more taxable residential units in Improvement Area No. 1.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such in the future.

“Official Statement” means the final Official Statement dated _____, 2020, executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” means Piper Sandler & Co., the original Underwriter of the Bonds.

“Periodic Report” means any Periodic Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

“Property” means (i) the property owned by the Developer in Improvement Area No. 1 as of the date of determination, and (ii) the property in Improvement Area No. 1 that the Developer sold to a Major Owner who has not assumed the undertakings of this Disclosure Certificate under Section 6(b) and that is owned by such Major Owner.

“Report Date” means May 1 and November 1 of each year.

“Special Taxes” means the special taxes levied on the Property for Improvement Area No. 1.

Section 3. Provision of Periodic Reports.

(a) So long as Developer’s obligations under this Disclosure Certificate have not been terminated pursuant to Section 6 below The Developer shall, or, upon written direction of the Developer the Dissemination Agent shall, not later than the Report Date, commencing November 1, 2020, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Developer shall provide the Periodic Report to the Dissemination Agent (if different from the Developer). The Developer shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Developer), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent (if different than the Developer), the Participating Underwriter and the City may conclusively rely upon such certification of the Developer and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent (if different than the Developer) does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Developer that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Developer to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Developer does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice to the MSRB in substantially the form attached hereto as Exhibit A, with a copy to the City and the Participating Underwriter.

(c) The Dissemination Agent shall:

(i) determine prior to each Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of continuing disclosure reports; and

(ii) to the extent the Periodic Report has been furnished to it, file a report with the Developer (if the Dissemination Agent is other than the Developer), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

[REDUNDANT OF C(II) ABOVE]

Section 4. Content of Periodic Reports. Each Periodic Report shall contain or incorporate by reference the information set forth in Exhibit B relating to the Developer, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Developer or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Developer shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit B, each Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) So long as Developer's obligations under this Disclosure Certificate have not been terminated pursuant to Section 6 below, the Developer shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Developer and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Developer, that is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date to the extent such failure is not promptly cured by the Developer upon discovery thereof;

(iii) filing of a lawsuit of which the Developer is aware against the Developer or an Affiliate seeking damages, which, if successful, could have a material and adverse impact on the Developer's ability to pay Special Taxes prior to delinquency or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Developer on any loan with respect to the construction of improvements on the Property that continues to exist beyond any applicable notice and cure periods on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Developer shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Developer's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds, or

(ii) at such time as (A) 90% of the backbone infrastructure improvements for Improvement Area No. 1 only shown in the first line in Table 5 of the Official Statement have been completed and (B) the Developer and its Affiliates own property in Improvement Area No. 1 to be developed as fewer than ___ taxable residential lots; or

(iii) the date on which all of the Special Taxes attributable to the Property are prepaid in full.

The Developer shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Developer hereunder with respect to the Property conveyed to the Major Owner may be assumed by such Major Owner, and the Developer's obligations hereunder with respect to the Property conveyed will be terminated. In order to effect

such assumption, such Major Owner shall enter into an Assumption Agreement in form and substance equivalent to this Disclosure Certificate or as otherwise satisfactory to the City and the Participating Underwriter. However, a Major Owner shall not be required to enter into an Assumption Agreement if such Major Owner is already a party to a continuing disclosure certificate in form and substance similar to this Disclosure Certificate with respect to the Bonds, and under which the Property conveyed to such Major Owner will become subject to future Periodic Reports. If a Major Owner required by this Section 6(b) to enter into an Assumption Agreement does not enter into an Assumption Agreement, then the Developer shall continue reporting on the Property conveyed to the Major Owner so long as it is owned by such Major Owner or until an Assumption Agreement is executed or until the Developer's obligations may be terminated in accordance with Section 6(a).

Section 7. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent to assist the Developer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Developer and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Developer with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement, with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Developer to comply with any provision of this Disclosure Certificate, the City, the Participating Underwriter, and any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive

remedy under this Disclosure Certificate in the event of any failure of the Developer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an “**Indemnified Party**”), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys’ fees) of defending against any claim of liability, but excluding (i) losses, liabilities, costs and expenses due to an Indemnified Party’s negligence or willful misconduct or failure to perform its duties hereunder and (ii) losses, expenses and liabilities due to the failure of the City to pay the fees and expenses of the Dissemination Agent. The Dissemination Agent (if other than the Developer) shall be paid compensation for its services provided hereunder from Special Taxes levied for administration of the CFD in accordance with the Dissemination Agent’s schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Developer, the Bond owners, or any other party. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds, but shall be assumed by a Major Owner from and after the date of such assumption when property is sold to a Major Owner and such Major Owner enters into an Assumption Agreement.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by electronic, regular, or overnight mail as follows:

To the Developer	Anthem United Creekview Developments Limited Partnership _____ Attn: Brian Moore 3001 Douglas Blvd., Suite 200 Roseville, CA 95661 Email: bmoore@anthemunited.com
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To the City:	City of Roseville 311 Vernon Street Roseville, CA 95678 Attn: CFD Administrator Email: _____
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To the Participating Underwriter:	Piper Sandler & Co. 2321 Rosecrans Avenue, Suite 3200 El Segundo, CA 90245 Attn: Managing Director Email: _____
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Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Developer (its successors and assigns), the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Developer hereunder shall be assumed by any legal successor to the obligations of the Developer as a result of a sale, merger, consolidation or other reorganization.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Developer has executed this Disclosure Certificate as of the date first above written.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP,
a Washington limited partnership

By: Anthem United Creekview Management, LLC,
a Washington limited liability company,
its General Partner

By: _____
Brian Moore,
Vice President

By: _____
Matt Gustus,
Vice President

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE PERIODIC REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: \$_____ City of Roseville, Creekview Community Facilities
District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax
Bonds Series 2020

Date of Issuance: _____, 2020

NOTICE IS HEREBY GIVEN that _____ (the "**Major Owner**") has not
provided a Periodic Report with respect to the above-named Bonds as required by the Continuing
Disclosure Certificate (Developer) of the Developer dated as of the date of issuance of such
Bonds. The Developer anticipates that the Periodic Report will be filed by _____.

Dated: _____

_____,
Dissemination Agent

By: _____

Its: _____

cc: Developer

EXHIBIT B
PERIODIC REPORT

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (Developer) (the "**Disclosure Certificate**") dated [Closing Date,, 2020], executed by the undersigned (the "**Developer**") in connection with the issuance of the above-captioned bonds by the City of Roseville (the "**City**") with respect to its City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the "**District**").

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the due date of this Periodic Report).

A. Description of the Property currently owned by Developer in Improvement Area No. 1 (the "**Property**"), in substance and form similar to such information in the Official Statement for the Bonds: _____.

B. Updated information regarding land development [if Developer is a merchant builder: and home construction] activities with respect to the Property described in the Official Statement for the Bonds or the Periodic Report last filed in accordance with the Disclosure Certificate:

C. : Status of [if Developer is a merchant builder: building permits] and any material changes to the description of land use or development entitlements for the Property described in the Official Statement for the Bonds or the Periodic Report last filed in accordance with the Disclosure Certificate:

D. Status of any land purchase contracts with regard to the Property, whether acquisition of land in Improvement Area No. 1 by the Developer or sales of land in Improvement Area No. 1 to other property owners, distinguishing between (i) end users (e.g., condominiums), (ii) developers and (iii) merchant builders.

II. Legal and Financial Status of Developer

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any material change in the legal structure of the Developer or the financial condition and financing plan of the Developer that would materially and adversely interfere with its ability to complete the development plan with respect to the Property described in the Official Statement. To the extent that the ownership of the Developer has changed, describe all material terms of the new ownership structure.

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan for the Property described in the Official Statement or in a previous Periodic Report.

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Developer or the Property contained in the Official Statement under the heading [if Developer is the master developer: "OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1" (except for information under the captions "The Merchant Builders" and "Market Absorption Report" for which no updates need to be provided)] [if Developer is a merchant builder described under "OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1 – The Merchant Builders" then update to that information] [if Developer is not described under "OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1 – The Merchant Builders", then update development and financing plans disclosed by Developer in previous Periodic Reports] that would materially and adversely interfere with the Developer's ability to develop and sell the Property as described in the Official Statement.

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, with respect to the Property and the Developer as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Certification

On behalf of the Developer, the undersigned Authorized Representative, based on actual knowledge after reasonable inquiry of employees of Developer and its affiliates, hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Developer under the Disclosure Certificate.

ANY OTHER STATEMENTS REGARDING THE DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE DEVELOPER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE DEVELOPER. THE DEVELOPER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE DEVELOPER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: _____

By: _____

APPENDIX G

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX H

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the 2020 Bonds, payment of principal, interest and other payments on the 2020 Bonds (herein, the “Securities”) to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the “Issuer”) nor the fiscal agent appointed with respect to the Securities (the “Agent”) takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”) will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

§ _____
CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2020

BOND PURCHASE AGREEMENT

_____, 2020

City of Roseville
311 Vernon Street,
Roseville, California 95678

Ladies and Gentlemen:

Piper Sandler & Co. (the “**Underwriter**”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (the “**Purchase Agreement**”) with the City of Roseville, California (the “**City**”) acting on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”) which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds (defined below) pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); and (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate for this transaction.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2020 (the “**Bonds**”) in the aggregate principal amount specified in Exhibit A hereto. The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest from said date (payable semiannually on March 1 and September 1 in each year, commencing March 1, 2021) at the rates per annum and

maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A hereto.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement dated as of _____ 1, 2020 (the “**Fiscal Agent Agreement**”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “**Fiscal Agent**”), and approved by Resolution No. ____ adopted by the City Council of the City (the “**City Council**”), acting as the legislative body of the District, on _____, 2020 (the “**Resolution of Issuance**”). The Bonds and interest thereon will be payable from a special tax (the “**Special Tax**”) levied and collected on the taxable land within the District in accordance with a Resolution of Intention adopted by the City Council on October 2, 2019 and a Resolution of Formation adopted by the City Council on November 6, 2019 (together with the Resolution of Intention, the “**Resolution of Formation**”). Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the “**Law**”), to (i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve account for the Bonds, (iii) provide capitalized interest for debt service due on the Bonds through and including _____ 1, 20____, and (iv) pay costs of issuance of the Bonds.. The Resolution of Issuance, the Resolution of Formation, and Ordinance No. _____, adopted by the City Council on _____, 20____, are collectively referred to herein as the “**District Resolutions.**”

(c) At or prior to the acceptance hereof by the City, the City shall cause to be delivered to the Underwriter a 15c2-12 Certificate of the City, dated as of the date of this Purchase Agreement (the “**City Certificate**”), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter.

(d) Subsequent to its receipt of the City Certificate deeming the Preliminary Official Statement for the Bonds, dated _____, 2020 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the “**Preliminary Official Statement**”), final for purposes of Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City as evidenced by the execution and delivery of such document by an officer of the City (the “**Official Statement**”), the Fiscal Agent Agreement, the Continuing Disclosure Certificate of the City (the “**City Disclosure Certificate**”), this Purchase Agreement and any other documents or contracts to which the City or the District is a party related to the Bonds, and all information contained therein, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking City Council (the “**MSRB**”) through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2020, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the “**Closing Date**”), the City will deliver (i) to the Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the City, as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Jones Hall, A Professional Law Corporation, as bond counsel to the City (“**Bond Counsel**”), or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the “**Closing**”). Notwithstanding the foregoing, the Underwriter may, in their discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Final Official Statement (as defined herein) and in Exhibit A hereto and subject to Section 2(c) and 2(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Final Official Statement. A “**bona fide public offering**” shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (defined below) an “**issue price**” or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City’s municipal advisor, Hilltop Securities Inc. (the “**Municipal Advisor**”) and any notice or report to be provided to the City may be provided to the City’s Municipal Advisor.

(c) [Except as otherwise set forth in Exhibit A attached hereto,] the City will treat the first price at which 10% of each maturity of the Bonds (the “**10% test**”), identified under the column “10% Test Used” in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes

of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(d) [The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following.

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

(e) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(f) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(g) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “**public**” means any person other than an underwriter or a related party;

(2) “**underwriter**” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public

(including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a “**related party**” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other)[; and

(4) “**sale date**” means the date of execution of this Purchase Agreement by the City and the Underwriter].

3. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is a municipal corporation and charter city duly organized and existing under the laws of the State of California (the “**State**”) and has duly authorized the formation of the District and the designation of Improvement Area No. 1 therein, pursuant to the Resolution of Formation and the Law. The City Council, as the legislative body of the District, has duly adopted the District Resolutions, and has caused to be recorded in the real property records of Placer County a Notice of Special Tax Lien (the “**Notice of Special Tax Lien**”) (such District Resolutions and Notice of Special Tax Lien being collectively referred to herein as the “**Formation Documents**”). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The District is duly organized and validly existing as a community facilities district under the laws of the State of California and Improvement Area No. 1 therein has been properly designated. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Purchase Agreement and the City Disclosure Certificate, and to carry out all transactions on its part contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions on its part contemplated by the Formation Documents and by the Fiscal Agent Agreement, this Purchase Agreement, and the City Disclosure Certificate (collectively, the “**District Documents**”) and the Official Statement.

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the District Documents, and any immaterial compliance by the City, if any, will not impair the ability of the City to carry out, give effect to or consummate the transactions on its part contemplated by the foregoing. From and after the date of issuance of the Bonds, the City will continue to comply with the covenants of the City contained in the District Documents that are applicable to such time period.

(c) The City Council has duly and validly: (i) adopted the District Resolutions, (ii) called, held and conducted in accordance with all requirements of the Law, elections within the

District to approve the levy of the Special Tax within Improvement Area No. 1 of the District and the issuance of the Bonds and recorded the Notice of Special Tax Lien which established a continuing lien on the land within Improvement Area No. 1 of the District securing the payment of the Special Tax, (iii) authorized and approved the execution, delivery and due performance by the City for the District of the Bonds and the District Documents, (iv) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement, and (v) authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions on its part contemplated by, each of the District Documents (including, without limitation, the collection of the Special Tax), the Bonds and the Official Statement and at the Closing Date, the Formation Documents will be in full force and effect and the District Documents and the Bonds will constitute the valid, legal and binding obligations of the City for the District and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable upon the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought.

(d) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which would be to materially and adversely affect the performance by the District or the City of their obligations under the Bonds, the Formation Documents or the District Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound.

(e) Except for compliance with the blue sky or other states securities law filings, as to which the City makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the District Documents, have been obtained and are in full force and effect.

(f) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Law, the State Constitution and the applicable laws of the State, and the Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied.

(g) The City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. Until the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), if any event shall occur of which the City is aware, as a result of which it

may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term **"end of the underwriting period"** means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(h) The Fiscal Agent Agreement creates a valid pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the moneys deposited in the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the City will faithfully perform and abide by all of its covenants and undertakings, and the provisions contained in the Fiscal Agent Agreement.

(i) Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the District Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Official Statement or the powers or authority of the City or the District with respect to the Bonds, the Formation Documents, the District Documents, or any action of the City or the District contemplated by any of said documents; nor is there any action pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation, or (iv) which would affect or restrain the ability of the owners of property within the District to develop their property as described in the Preliminary Official Statement.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other

securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing.

(k) Any certificate signed by any official of the City authorized to do so and delivered to the Underwriter in connection with the Bonds or this Purchase Agreement shall be deemed a representation and warranty to the Underwriter as to the statements made therein.

(l) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement as described in the Official Statement.

(m) The information contained in the Preliminary Official Statement (other than under the caption "OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1," as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than under the caption "OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1," as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

(o) Except as otherwise disclosed in the Preliminary Official Statement, the City is, and has always been, in material compliance with respect to all reporting obligations in the last five years that it has undertaken under Rule 15c2-12 for all indebtedness issued by the City.

(p) Except as otherwise disclosed in the Preliminary Official Statement, the Formation Documents have not been amended, terminated, rescinded or modified.

(q) The City shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the City as set forth in this Purchase Agreement.

(r) The City shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

(s) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

4. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, and Stradling Yocca Carlson & Rauth, a Professional Corporation (“**Stradling**”), counsel to the Underwriter, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, be true and correct in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the “**SEC**”), or any other governmental

agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income or securities (or interest thereon), the validity or enforceability of the Special Tax as contemplated by the Formation Documents, the District Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within Improvement Area No. 1 of the District or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects proposed development of property within the Improvement Area No. 1 of the District;

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(10) there shall have been any material adverse change in the affairs of the City that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(12) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act of 1939, as amended; or

(13) filing of or threat of litigation of the type described in Section 2(i) hereof.

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Formation Documents and the District Documents, together with a certificate dated as of the Closing Date of the City Clerk of the City to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) The Official Statement;

(3) An approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, in the form attached to the Preliminary Official Statement as Appendix E, and an unqualified letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving

opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Purchase Agreement and the City Disclosure Certificate have been duly authorized, executed and delivered by the City, and, assuming such agreements constitute a valid and binding obligation of the other respective parties thereto, constitute the legally valid and binding agreements of the City for the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and may be subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS" (other than information relating to DTC and its Book-Entry Only System), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS" and Appendices E and G thereof is accurate, insofar as such information purports to summarize or replicate certain provisions of the Law, the Bonds and the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds;

(5) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling, as counsel for the Underwriter, in form and substance acceptable to the Underwriter;

(6) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 3 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the District Documents and the Official Statement at or prior to the Closing Date;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, to the effect that (i) to its current actual knowledge and except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public

board or body is pending with respect to which the City has been served with process or is known to such counsel to be threatened, as to which the City is or would be a party, which would materially adversely affect the ability of the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or which seeks to restrain or enjoin the issuance, sale and delivery of the Bonds or exclusion from gross income for federal income tax purposes or State of California personal income taxes of interest on the Bonds, or the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or which in any way contests or affects the validity or enforceability of the Bonds, the Formation Documents or the District Documents or the accuracy of the Official Statement, or any action of the City contemplated by any of said documents or the development of property within the District; (ii) the City is duly organized and validly existing as a public entity under the laws of the State of California, the District is duly organized and validly existing as a community facilities district under the laws of the State of California and Improvement Area No. 1 has been properly designated therein; (iii) the City has full legal right, power and authority to issue the Bonds and to perform all of its obligations under the Formation Documents and the District Documents; (iv) the City has obtained all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which constitute a condition precedent to the levy of the Special Tax, the issuance of the Bonds or the performance by the City of its obligations thereunder or under the Fiscal Agent Agreement, except that no opinion need be expressed regarding compliance with blue sky or other securities laws or regulations, whatsoever; (v) the City Council has duly and validly adopted the Formation Documents at meetings of the City Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Formation Documents are now in full force and effect and have not been amended; and (vi) the City has duly authorized, executed and delivered the District Documents and the Bonds and has duly authorized the preparation and delivery of the Official Statement;

(8) One or more certificates dated the Closing Date from Willdan Financial Services (the “**Special Tax Consultant**”) addressed to the City and the Underwriter to the effect that (i) the amount of the Special Taxes that could be levied in each Fiscal Year on all Parcels (as defined in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 1 of the District) of Taxable Property in Improvement Area No. 1 of the District less Administrative Expenses (as defined in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 1 of the District) of 1%, is at least one hundred ten percent (110%) of the total Annual Debt Service for each such Bond Year that begins in such Fiscal Year on the Bonds, and (ii) all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, to the effect that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has authorized the execution and delivery of the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A certificate of Anthem United Creekview Developments Limited Partnership, a Washington limited partnership, (the “**Master Developer**”) dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit D hereto (the “**Master Developer Certificate**”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of the Master Developer dated the Closing Date, to the effect that the representations in the Master Developer Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the Master Developer Certificate shall be deemed references to the final Official Statement);

(12) A continuing disclosure certificate executed by the Master Developer in the form attached in Appendix F to the Preliminary Official Statement (the “**Master Developer Continuing Disclosure Certificate**”);

(13) One or more opinions of counsel to the Master Developer addressed to the District and the Underwriter to the effect that (i) the Master Developer is a Washington limited partnership, duly organized and existing under the laws of the State of Washington and qualified to do business in the State; (ii) the Master Developer has duly and validly authorized the execution and delivery of the Master Developer Continuing Disclosure Certificate and the same is in full force and effect as of the Closing Date and is a valid and legally binding obligation of the Master Developer, enforceable against the Master Developer in accordance with its terms; (iii) except as set forth in the Official Statement, there is no litigation pending against the Master Developer (with service of process to the Master Developer having been duly given and completed) or overtly threatened against the Master Developer which would materially and adversely affect the validity or enforceability of the Master Developer Continuing Disclosure Certificate executed by the Master Developer or the Master Developer’s ability to pay the Special Taxes when due and (iv) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement and without passing upon or assuming responsibility for the accuracy, completeness or fairness of such statements, no information has come to the attention during the course of their representation of the Master Developer which causes them to believe that the statements contained in the Official Statement, as of its date and as of the Closing Date, under the captions entitled “OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT ARE NO. 1 (other than under the captions “—The Merchant Builders” and “—Market Absorption Report”), “SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*” and “CONTINUING DISCLOSURE,” solely as such information describes the Master Developer, the Master Developer’s organization, the property in the District owned by the Master Developer, and the Master Developer’s development and financing plans regarding the property in the District owned by the Master Developer, contains or contained any untrue statement of a material fact or omits or omitted to state a material fact

necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (but, under all captions in the Preliminary Official Statement and the Official Statement, excluding any information cited as coming from a source other than the Master Developer, and excluding any information regarding any appraisal or any absorption study, and except that no belief or view is expressed as to (1) any financial statements and other financial, statistical, economic, demographic, or engineering data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions, or expressions of opinion, or (2) any information about valuation, appraisals, market absorption, archaeological, or environmental matters);

(14) A certificate of D.R. Horton CA2, Inc., a California corporation (“**D.R. Horton**”), dated the date of the Preliminary Official Statement substantially in the form attached as Exhibit E hereto (the “**D.R. Horton Certificate**”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of the D.R. Horton dated the Closing Date, to the effect that the representations in the D.R. Horton Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the D.R. Horton Certificate shall be deemed references to the final Official Statement);

(15) A certificate of K. Hovnanian Homes of Northern California, Inc., a California corporation (“**K. Hovnanian**”), dated the date of the Preliminary Official Statement substantially in the form attached as Exhibit F hereto (the “**K. Hovnanian Certificate**”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of the K. Hovnanian dated the Closing Date, to the effect that the representations in the K. Hovnanian Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the D K. Hovnanian Certificate shall be deemed references to the final Official Statement);

(16) A certificate of Meritage Homes of California, Inc., a California corporation (“**Meritage Homes**”), dated the date of the Preliminary Official Statement substantially in the form attached as Exhibit G hereto (the “**Meritage Homes Certificate**”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of the Meritage Homes dated the Closing Date, to the effect that the representations in the Meritage Homes Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the Meritage Homes Certificate shall be deemed references to the final Official Statement);

(17) G-17 letter from the Underwriter acknowledged by the City;

(18) A letter of Jones Hall, A Professional Law Corporation, as disclosure counsel to the City (“**Disclosure Counsel**”), addressed to the Underwriter and the City, to the effect that nothing has come to such counsel’s attention that would lead them to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book-entry system, as to which no

opinion need be expressed), contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(19) A certificate from Integra Realty Resources (the “**Appraiser**”) consenting to the inclusion of their appraisal report (the “**Appraisal**”) in the Preliminary Official Statement and the final Official Statement and certifying that (i) the information in the Official Statement relating to the Appraisal does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) since the date of the Appraisal they are not aware of any facts that would materially affect the conclusions of value set forth therein;

(20) A certificate from The Gregory Group (the “**Absorption Consultant**”) consenting to the inclusion of their market absorption report (the “**Absorption Report**”) in the Preliminary Official Statement and the Official Statement and certifying that (i) the information in the Official Statement relating to the Absorption Report does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) since the date of the Absorption Report they are not aware of any facts that would materially affect the conclusions of set forth therein;

(21) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City’s representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the District in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5, Section 6 and Section 8 hereof shall continue in full force and effect.

5. Conditions of the City’s Obligations. The City’s obligations hereunder are subject to the Underwriter’s performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 4(d)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any

authority for or the validity of the Bonds, the Formation Documents, the District Documents or the existence or powers of the City or the District, including Improvement Area No. 1 therein; and

(b) As of the Closing Date, the City shall receive the approving opinion of Bond Counsel referred to in Section 4(d)(3) hereof, dated as of the Closing Date.

6. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Municipal Advisor, the Special Tax Consultant, the Fiscal Agent, Bond Counsel, Disclosure Counsel and any accountants, engineers or any other experts or consultants the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

7. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City at 311 Vernon Street, Roseville, California 95678, Attention: City Manager; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 3626 Fair Oaks Blvd. Suite 100, Sacramento, Ca 95864, Attention: Dennis McGuire.

8. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

9. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the City.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

13. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

PIPER SANDLER & CO., as Underwriter

By: _____
Authorized Officer

ACCEPTED:

CITY OF ROSEVILLE, CALIFORNIA, for and
on behalf of the City's Creekview Community
Facilities District No. 1 (Public Facilities)

By: _____
Chief Financial Officer

Time: ____p.m.

EXHIBIT A
MATURITY SCHEDULE

CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2019

<i>Maturity Date</i> <i>(September 1)</i>	<i>Principal</i> <i>Amount</i>	<i>Interest Rate</i>	<i>Price</i>	<i>10% Test</i> <i>Used</i>	<i>Hold the</i> <i>Offering Price</i> <i>Used</i>
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[^C Priced to the optional call date of September 1, 20__ at __.]
[^T Term Bond.]

The purchase price of the Bonds shall be \$_____, which is the principal amount thereof (\$_____) [plus/less] [net] original issue [premium/discount] of \$_____ and less Underwriter's discount of \$_____.

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the

principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption from Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 1, 2020 through and including March 1, 2__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Term Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20__

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Sinking Fund Payment</u>
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(maturity)

Term Bonds Maturing September 1, 20__

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Sinking Fund Payment</u>
---	---------------------------------

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

EXHIBIT B

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2020**

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the Chief Financial Officer of the City of Roseville, California (the “**City**”), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2020 (the “**Bonds**”) in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the “**Rule**”);

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2020 setting forth information concerning the Bonds and the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “Preliminary Official Statement”); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term “**Permitted Omissions**” refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2020.

CITY OF ROSEVILLE, CALIFORNIA

By: _____
Its: Chief Financial Officer

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2020**

The undersigned, on behalf of Piper Sandler & Co. (“**Piper**”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “**Bonds**”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***[Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Piper offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated _____, 2020, by and between Piper and the Issuer, Piper has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Reserve Fund.***

The establishment of the Reserve Fund for the in the amount of the Reserve Requirement (as such terms are defined in the Fiscal Agent Agreement dated as of _____ 1, 2020, by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, pursuant to which the Bonds are being issued) was vital to the marketing of the Bonds and reasonably required to assure payment of debt service on the Bonds.

4. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”]

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date October 23, 2019), or (ii) the date on which Piper has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the City of Roseville.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) [*Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October 23, 2019.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in a Certificate as to Arbitrage and Tax Compliance Procedures for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

PIPER SANDLER & CO.

By:_____

Name:_____

Dated: _____, 2020

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES [AND INITIAL OFFERING
PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES]**

(Attached)

[SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)]

EXHIBIT D

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2020**

**LETTER OF REPRESENTATIONS OF ANTHEM UNITED CREEKVIEW
DEVELOPMENTS LIMITED PARTNERSHIP**

In connection with the issuance and sale of the above-captioned bonds (the “Bonds”), and pursuant to Section 4(d)(11) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the “**Master Developer**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. The Master Developer is duly organized and validly existing under the laws of the State of Washington and has all requisite right, power and authority to: (i) execute and deliver this Certificate and the Master Developer Continuing Disclosure Certificate; and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, the property within Improvement Area No. 1 of the District is held in the name of the Master Developer (herein, the “**Property**”). The undersigned, on behalf of the Master Developer, makes the representations herein with respect to all such Property.

3. The Master Developer has, or will have prior to the Closing, duly authorized the execution and delivery of the Master Developer Continuing Disclosure Certificate at the Closing and the performance by the Master Developer of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ (a) the Master Developer and its Affiliates², are not in breach of or in default

¹ “**Actual Knowledge of the Undersigned**” means the knowledge that the individual signing on behalf of the Master Developer currently has as of the date of this Letter of Representations or has obtained through: (i) interviews with such current officers and responsible employees of the Master Developer and its Affiliates as the undersigned has determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned has reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter of Representations. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Master Developer’s current business and operations.

² “**Affiliate**” means, with respect to the Master Developer, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by or under common control with the Master Developer; and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Improvement Area and investment decision regarding the Bonds (i.e., information relevant to: (a) the Master Developer’s development plans with respect to the Property and ability to pay its Special Taxes on the Property prior to delinquency; or (b) such Person’s assets or funds that would materially affect the Master Developer’s ability to develop the

under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond or note (collectively, the “**Material Agreements**”) to which the Master Developer or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Master Developer’s ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of the Master Developer) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Master Developer or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Master Developer nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Master Developer’s ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of the Master Developer) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Master Developer (with proper service of process or proper notice to the Master Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of the Master Developer (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Master Developer or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect the Master Developer’s ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Tax (to the extent the responsibility of the Master Developer) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Master Developer, its Affiliates, ownership of the Property, the Master Developer’s development plan, the Master Developer’s financing plan, the Master Developer’s lenders, if any, and contractual arrangements of the Master Developer or any Affiliate of the Master Developer (including, if material to the Master Developer’s development plan or the Master Developer’s financing plan, other loans of such Affiliates) as set forth under the captions entitled “OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT ARE NO. 1 (other than under the captions “—The Merchant Builders” and “—Market Absorption Report”), “SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*” and “CONTINUING DISCLOSURE,” (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Master Developer), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to

Property as described in the Preliminary Official Statement or to pay its Special Taxes on the Property prior to delinquency). “**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term “**control**” (including the terms “controlling,” “controlled by” or “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. The Master Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Master Developer and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Master Developer in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Master Developer, the City, and/or the District or to which the Master Developer is a beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Master Developer has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Master Developer during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the Master Developer.

11. The Master Developer intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Master Developer is able to pay its bills as they become due and no legal proceedings are pending against the Master Developer (with proper service of process to the Master Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Master Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real

property, many of which are beyond the control of the Master Developer, and except as disclosed in the Preliminary Official Statement including in the sections entitled “OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1” the Master Developer currently expects that it will have sufficient funds and/or sources of funds to complete the development of the Property as described in the Preliminary Official Statement and to pay Special Taxes (to the extent the responsibility of the Master Developer) levied against the Property prior to delinquency. The Master Developer reserves the right to change its development plan and financing plan for the Property at any time without notice.

14. Solely as to the limited information described in Paragraph 7 above, the Master Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an “Indemnified Party” and together, the “Indemnified Parties”), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, “Claims”) incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Master Developer of a material fact contained in the information described in Paragraph 7, above, as of the date of the Preliminary Official Statement, or the omission by the Master Developer to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Master Developer contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Master Developer may otherwise have to any Indemnified Party, provided that in no event shall the Master Developer be obligated for double indemnification. Further, in no event shall the Master Developer’s liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Master Developer in writing; provided that the failure to notify the Master Developer shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Master Developer shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Master Developer thereof, the Master Developer shall retain counsel reasonably satisfactory to the Indemnified Party (who shall not, without the consent of the Indemnified Party, be counsel to the Master Developer) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Master Developer and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Master Developer has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Master Developer; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Master Developer and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Master Developer shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of

more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Master Developer shall not be liable for any settlement of any proceeding effected without its written consent. The Master Developer shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date any event relating to or affecting the Master Developer, its Affiliates, ownership of the Property, the Master Developer's development plan, the Master Developer's financing plan, the Master Developer's lenders, if any, and contractual arrangements of the Master Developer or any Affiliate of the Master Developer (including, if material to the Master Developer's development plan or the Master Developer's financing plan, other loans of such Affiliates) shall occur of which the undersigned has Actual Knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 8 hereof, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Master Developer shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. For the period through 25 days after the "end of the underwriting period" as defined in the Bond Purchase Agreement, if any event relating to or affecting the Master Developer, its Affiliates, ownership of the Property, the Master Developer's development plan, the Master Developer's financing plan, the Master Developer's lenders, if any, and contractual arrangements of the Master Developer or any Affiliates of the Master Developer (including, if material to The Master Developer's development plan or the Master Developer's financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Master Developer shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

17. On behalf of the Master Developer, I have reviewed the contents of this Certificate and have met with counsel to the Master Developer for the purpose of discussing the meaning of its contents.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

Dated: _____, 2020

ANTHEM UNITED CREEKVIEW
DEVELOPMENTS LIMITED PARTNERSHIP, a
Washington limited partnership

By: _____

Name: _____

Title: _____

EXHIBIT E

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2019**

CERTIFICATE OF D.R. HORTON CA2, INC.

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(14) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), D.R. Horton CA2, Inc., a California corporation (the “**Developer**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. The Developer is duly organized and validly existing under the laws of the State of California, is qualified to transact business in the State of California and has all requisite limited liability company right, power and authority to: (i) execute and deliver this Certificate; and (ii) develop the Property (as defined below) as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Improvement Area No. 1 of the District is either held in the name of the Developer or the Developer is under contract to be purchased by the Developer (herein, the “**Property**”). Except as otherwise described in the Preliminary Official Statement, the Developer is the party responsible for the development of the Property.

3. As of the date thereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Developer, ownership of the Property, the Developer’s development plan, the Developer’s financing plan, the Developer’s lenders, if any, and contractual arrangements of the Developer as set forth under the captions “OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1—The Merchant Builders—*D.R. Horton*” and “—*D.R. Horton’s Development Plan*” is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. The Developer consents to the issuance of the Bonds. The Developer acknowledges that the City intends to use the net proceeds of the Bonds in the manner described in the Preliminary Official Statement.

5. For the period through 25 days after the “end of the underwriting period” as defined in the Bond Purchase Agreement, if any event relating to or affecting the Developer, ownership of the Property, the Developer’s development plan, the Developer’s financing plan, the Developer’s lenders, if any, and contractual arrangements of the Developer shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the

circumstances existing at the time it is delivered to a purchaser, the Developer shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

Dated: _____, 2020

D.R. HORTON CA2, INC.

By: _____

Name: _____

Title: _____

EXHIBIT F

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2019**

CERTIFICATE OF K. HOVNANIAN HOMES OF NORTHERN CALIFORNIA, INC.

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(15) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), K. Hovnanian Homes of Northern California, Inc., a California corporation (the “**Developer**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. The Developer is duly organized and validly existing under the laws of the State of California, is qualified to transact business in the State of California and has all requisite limited liability company right, power and authority to: (i) execute and deliver this Certificate; and (ii) develop the Property (as defined below) as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Improvement Area No. 1 of the District is either held in the name of the Developer or the Developer is under contract to be purchased by the Developer (herein, the “**Property**”). Except as otherwise described in the Preliminary Official Statement, the Developer is the party responsible for the development of the Property.

3. As of the date thereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Developer, ownership of the Property, the Developer’s development plan, the Developer’s financing plan, the Developer’s lenders, if any, and contractual arrangements of the Developer as set forth under the captions “OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1—The Merchant Builders—*K. Hovnanian*” and “—*K. Hovnanian’s Development Plan*” is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. The Developer consents to the issuance of the Bonds. The Developer acknowledges that the City intends to use the net proceeds of the Bonds in the manner described in the Preliminary Official Statement.

5. For the period through 25 days after the “end of the underwriting period” as defined in the Bond Purchase Agreement, if any event relating to or affecting the Developer, ownership of the Property, the Developer’s development plan, the Developer’s financing plan, the Developer’s lenders, if any, and contractual arrangements of the Developer shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the

circumstances existing at the time it is delivered to a purchaser, the Developer shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

Dated: _____, 2020

K. HOVNANIAN HOMES OF NORTHERN
CALIFORNIA, INC.

By: _____

Name: _____

Title: _____

EXHIBIT G

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2019**

MERITAGE HOMES OF CALIFORNIA, INC.

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(16) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), Meritage Homes of California, Inc., a California corporation (the “**Developer**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. The Developer is duly organized and validly existing under the laws of the State of California, is qualified to transact business in the State of California and has all requisite limited liability company right, power and authority to: (i) execute and deliver this Certificate; and (ii) develop the Property (as defined below) as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Improvement Area No. 1 of the District is either held in the name of the Developer or the Developer is under contract to be purchased by the Developer (herein, the “**Property**”). Except as otherwise described in the Preliminary Official Statement, the Developer is the party responsible for the development of the Property.

3. As of the date thereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Developer, ownership of the Property, the Developer’s development plan, the Developer’s financing plan, the Developer’s lenders, if any, and contractual arrangements of the Developer as set forth under the captions “OWNERSHIP AND DEVELOPMENT OF IMPROVEMENT AREA NO. 1—The Merchant Builders—*Meritage Homes*” and “—*Meritage Homes’ Development Plan*” is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. The Developer consents to the issuance of the Bonds. The Developer acknowledges that the City intends to use the net proceeds of the Bonds in the manner described in the Preliminary Official Statement.

5. For the period through 25 days after the “end of the underwriting period” as defined in the Bond Purchase Agreement, if any event relating to or affecting the Developer, ownership of the Property, the Developer’s development plan, the Developer’s financing plan, the Developer’s lenders, if any, and contractual arrangements of the Developer shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the

circumstances existing at the time it is delivered to a purchaser, the Developer shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

Dated: _____, 2020

D.R. HORTON CA2, INC.

By: _____

Name: _____

Title: _____

**FUNDING, CONSTRUCTION AND ACQUISITION AGREEMENT
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1
(Public Facilities)**

This Funding, Construction and Acquisition Agreement ("**Agreement**") is entered into as of the _____ day of _____, 2020, by and between the **CITY OF ROSEVILLE**, a California charter city and municipal corporation (the "**City**"), and **ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP**, a Washington limited partnership ("**Owner**").

Recitals

A. On November 6, 2019, the City Council of the City adopted Resolution No. 19-____ entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE ANNEXATION AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT" with respect to Creekview Community Facilities District No. 1 (Public Facilities) (the "**District**") of the City pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "**Act**") and subsequently authorized the issuance of bonds to finance District authorized improvements; and

B. Owner owns or controls all the real property in the District, which consists of approximately 138.7 acres within the corporate limits of the City in the "Creekside Specific Plan" (the "**Specific Plan**") area, consisting of the property shown on a map of boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area, heretofore recorded in the Placer County Recorder's Office on October 11, 2019 in Book 3 at Page 89, as Document No. 2019-0079578 of Maps of Assessment and Community Facilities Districts (the "**Property**"). The Specific Plan sets forth a comprehensive land use plan and establishes detailed regulations, conditions and programs for development of the Property.

C. Owner proposes to make improvements to the Property (the development of the Property is defined herein as the "**Project**") as required by the Project Approvals (as defined below).

D. A development agreement between the City and Granite Bay Development II, LLC, Phillips Road 160 Investors Limited Partnership, Phillip Road Land, LLC, J & KD Enterprises, LLC, Soule Investments, LLC, Bennett West Roseville, LLC, Decou West Roseville, LLC, Blue Oaks-Roseville, LP, and Chuang, pursuant to the provisions of Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 of Title 7 of the California Government Code with respect to the permitted uses of the Property, and said agreement has been entered into and is dated October 3, 2012 (the "**Development Agreement**"). The Development Agreement, with respect to the Property, was assigned to Owner in a series of assignments from the previous owners, and Owner has succeeded to all the rights and obligations thereunder. The Specific Plan, Development Agreement, including conditions of approval, and other existing and subsequent approvals granted by City and agreements between

[Signature Page to Funding, Construction and Acquisition Agreement, dated _____, 2020]

the Owner and the City in implementation of the Project, as the same may be amended from time to time, including amendments thereto, are herein collectively referred to as the **"Project Approvals."**

E. Section 53313.5 of the California Government Code provides that a community facilities district may finance the purchase of public facilities completed after the adoption of the resolution of formation establishing the community facilities district if the facilities have been constructed as if they had been constructed under the direction and supervision, or under the authority of, the local agency whose governing body is conducting proceedings for the establishment of the District.

F. The District initially consists of Improvement Area No. 1 only, with the remainder of the Property identified as Future Annexation Area. As the Future Annexation Area is ready for development, the Owner or other owner of such Future Annexation Area may from time to time annex all or some of the Future Annexation Area into the District to a new improvement area (each, an **"Improvement Area"**). Each Improvement Area is authorized to finance any or all of the Authorized Facilities (as defined herein). This Agreement is applicable to the acquisition of the Authorized Facilities from District funds generated from the District and each Improvement Area that currently exists or that may be designated in the future from the Future Annexation Area.

G. The purpose of this Agreement is to agree upon and implement the terms of Section 3.17 of the Development Agreement regarding the use of District funds to provide for the acquisition of Authorized Facilities, the issuance and sale of the bonds for the District to finance the design and acquisition of such Authorized Facilities and expenses incidental thereto and to provide the terms of any reimbursement to the Owner.

AGREEMENTS

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties agree as follows:

1. Establishment of District. The City has conducted proceedings pursuant to the Act for the establishment of the District. Such proceedings included but are not limited to, elections pursuant to Sections 53326 and 53327 of the California Government Code on (i) the question of the issuance of bonds for the District to finance the construction or acquisition of the aforementioned public facilities, (ii) the issue of annual levy of special taxes on all taxable property within the District to finance the facilities authorized for the District according to a methodology approved by the City in the Rate and Method of Apportionment and Manner of Collection of Special Tax (the **"RMA"**) for the District in Resolution No. 19-422 adopted October 2, 2019, including payment of bonds of the District, payment of certain impact fees for facilities and for annual administrative expenses of the City and the District in levying and collecting such special taxes, paying the principal and interest on such bonds and providing for the registration, exchange and transfer of such bonds, costs of issuance, including the fees of fiscal agents and paying agents, and any necessary replenishment for the reserve fund for such bonds, accumulation of funds for future bond payments, and (iii) the question of the establishment of an appropriations limit for the District. Defined terms used herein, but not defined herein, shall have the meaning given that term in the RMA.

The District has an authorization to levy special taxes to support up to \$218,000,000 of bonds for the District (the **"Bonds"**), and pursuant to Resolution No. 20-_____ adopted on

_____, 2020 by the City Council, the City authorized the issuance of a first series of bonds payable from Special Taxes levied on property within the District according to the RMA in a total authorized amount not to exceed \$ _____. Bonds for the District are expected to be issued in multiple series:

- (i) first, being one or more series of Bonds issued during the Initial Bonding Period to finance Authorized Facilities, other than development impact fees that are subject to a Development Impact Fee Deferral; and
- (ii) second, being one or more series of Bonds issued during the Deferral Bonding Period to finance the Development Impact Fee Deferral.

2. Sale of Bonds. During the Initial Bonding Period, the City shall proceed, as hereinafter provided, with the sale of Bonds (the “**Facilities Bonds**”) in an aggregate amount to be determined by the City (consistent with Section 3.17 of the Development Agreement) for the primary purpose of generating money to pay for the cost of planning, design, construction and acquisition of authorized facilities (which are described in Exhibit B attached to the resolution of formation for the District, a copy of which, as to facilities for reimbursement, is also attached hereto as Exhibit A) (the “**Authorized Facilities**”), other than the deferred development impact fees. During the Deferral Bonding Period (which follows the Initial Bonding Period), the City shall, proceed with the sale of Bonds (the “**Deferral Bonds**”) issued for the sole purpose of financing the Development Impact Fee Deferral.

The following considerations shall be included in the determination of the principal amount of each series of Facilities Bonds:

- (i) preserving a sufficient amount of bond authorization to finance the amount of Development Impact Fee Deferral reasonably anticipated by the City;
- (ii) it should not be necessary to levy a Special Tax on any Developed Parcel to pay annual debt service on any Facilities Bonds following the date that occurs 30 years after the date of the first levy of Special Tax on such Developed Parcel (however, Special Taxes from such parcel would remain subject to the pledge for payment of all Bonds until all such Bonds are retired); and
- (iii) if the aggregate amount of proceeds generated by all Facilities Bonds is insufficient to pay the full cost of all Authorized Facilities, the City will levy Special Taxes in amounts sufficient to fund such shortfall as Pay-As-You-Go Costs (and, to the extent such levy occurs during the Deferral Bonding Period, to also fund the repayment of any outstanding Deferral Bonds).

3. Tax Requirements. The City shall take all actions which, in the opinion of City’s bond counsel, are necessary to conform to certain requirements of the Internal Revenue Code and regulations thereto in order to avoid classification of the Facilities Bonds as “arbitrage bonds” or the loss of tax exemption for the Facilities Bonds for any other reason.

4. Amounts to be Included in Facilities Bonds. The aggregate principal amount of the Facilities Bonds shall be determined by the City in consultation with the Owner and shall include an amount approved by the City to reimburse Owner in accordance with this Agreement for costs and expenses related to the design and construction of the Authorized Facilities. Reimbursement may also include certain indirect costs of the Owner related to establishment of the District and the design and construction of the Authorized Facilities; provided that the City shall determine the

amount to be so reimbursed on the basis of detailed itemizations of costs provided by Owner and the decision of the City shall be final. In no event shall Owner be reimbursed from Facilities Bond proceeds for (i) in-house administrative overhead (except that Owner shall be entitled to payment equal to four percent (4%) of actual construction costs as and for project and construction management services), (ii) interest expense incurred by Owner on moneys advanced during the proceedings for formation of the District and issuance of Facilities Bonds, and during construction of the Authorized Facilities, and (iii) any other costs and expenses incurred by Owner which are not authorized by the Act.

The aggregate principal amount of the Facilities Bonds shall also include an amount needed to fund a reserve fund for the payment of principal of and interest on the Facilities Bonds as is determined by the City to be necessary and appropriate, capitalized interest on the Facilities Bonds, if requested by the Owner, for such period as the City shall determine is appropriate, the amount of the discount of the underwriter who purchases the Facilities Bonds, and other expenses incurred by the City in connection with the issuance and sale of the Facilities Bonds, including bond counsel fees, legal fees, fees of the bank which will act as transfer agent, registrar and paying or fiscal agent for the Facilities Bonds, other fees and costs normally incidental to the sale of bonds, and such other fees and costs enumerated in Section 53345.3 of the California Government Code as the City determines are necessary and appropriate.

5. Design; Reimbursements. Authorized Facilities to be acquired by the City shall be designed in conformance with all applicable City standards, requirements and the Development Agreement. Upon completion of the design of each such Authorized Facility to the satisfaction of the City and when Owner has paid to the City all applicable plan checking and other fees, the City shall notify Owner that the design of the Authorized Facility is completed and acceptable to the City. It shall be the responsibility of Owner, not the City, to determine the requirements for design and construction of Authorized Facilities to be acquired by or dedicated to other public agencies, and City's acceptance of Owner's design shall not relieve Owner of this responsibility.

Owner shall be reimbursed out of the proceeds of the sale of the Facilities Bonds and excess Special Tax for Owner's expenses incurred in designing the Authorized Facilities, including all applicable plan checking and other fees paid by Owner as provided above in this Section, subject to the City's determination of the amount to be so reimbursed pursuant to the terms hereof, and subject to the limitation that reimbursement in all cases is to be made from available bond proceeds of the District and from no other source. Pursuant to Section 3.5.2 of the Development Agreement, reimbursement for the cost of construction of all arterial roadways and underground facilities below such roadways, including design and plan check services, shall be made via progress payments, based on invoices for actual work constructed, for stages of the arterial roadway improvements as described in Section 3.5.2 of the Development Agreement that have been signed off by City inspectors, and, for all other Authorized Facilities, in one or more lump sum payments only after City has received and approved all invoices for such services associated with any particular Authorized Facility.

Notwithstanding the preceding provisions of this Section, if the City determines that Owner is not proceeding with the design of the Authorized Facilities on a reasonable schedule which will enable the City to ensure that construction of all of the Authorized Facilities can be completed within the time specified in Section 6 hereof, the City may take over the design of the Authorized Facilities by giving Owner written notice thereof. Upon receipt of such a notice, Owner shall surrender to the City all plans and specifications which have then been completed or which are in progress.

If the City takes over the design of the Authorized Facilities as provided above, the City shall reimburse Owner from the proceeds of the sale of the Facilities Bonds a reasonable amount, as determined by the City, for the expenses incurred by Owner in connection with the design of the Authorized Facilities to the extent such expenses have not previously been reimbursed. The City's obligation to reimburse is only from and to the extent of funds remaining, after payment for the Authorized Facilities, to do so.

6. Construction for Acquisition. The City shall only be required to acquire from Owner those Authorized Facilities which will ultimately be owned by the City. Owner shall proceed with the construction of the Authorized Facilities in accordance with the approved plans and specifications (either prior to or following the formation and confirmation of the authority of the District).

For construction of Authorized Facilities under this Section, the Owner shall comply with all of the following requirements to ensure that the Authorized Facilities will be constructed as if they had been constructed under the direction and supervision, or under the authority of the City:

The plans and specifications, the bidding and contract award procedures, and the bidding and contract documents shall be approved by the City Engineer for conformance with City codes and policy.

Based on qualifications submitted by the contractors, the Owner, in consultation with the City Engineer, shall select a list of qualified bidders for each element of work. If the Owner determines that the nature of a particular element of the construction does not require a pre-qualified bid list, the Owner may allow a particular element of the work to be bid without a pre-qualified bid list.

(a) Owner shall receive and open bids, and report the results to the City Engineer. Any value engineering proposals shall be submitted to the City Engineer for approval. The City Engineer may, after consulting with Owner, require changes to the work in respect of the value engineering proposals, and Owner shall promptly order such changes. The City Engineer shall be consulted with respect to any proposed change to the originally-approved design. The contract or contracts for the construction of the Authorized Facilities shall be awarded to the responsible bidder(s) submitting the lowest responsible bid(s) for the construction of the Authorized Facilities, as determined by the Owner.

(b) Owner is required, and the specifications and bid and contract documents shall require all contractors and subcontractors, to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code and Government Code.

(c) All contractors and subcontractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Authorized Facilities.

(d) No contractor or subcontractor may be listed on a bid proposal for the Authorized Facilities unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. No contractor or subcontractor may work on the Authorized Facilities unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Owner shall be responsible for ensuring that these contractor registration requirements are adhered to since construction of the Authorized Facilities is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(e) Owner shall notify the Department of Industrial Relations within five (5) days of the award of the initial prime contract for the Authorized Facilities.

(f) Owner shall comply with all federal, state and local laws, ordinances and regulations applicable to the construction of the Authorized Facilities.

Owner shall cause the Authorized Facilities to be constructed in an expeditious manner so that construction of all such Authorized Facilities shall be completed by such date as may be required by the Development Agreement or upon which the City and Owner may agree; provided, however, that the construction of Authorized Facilities to be financed by a specific series of Facilities Bonds shall proceed and be completed so that the proceeds of such series of Facilities Bonds are expended for the construction or acquisition of such Authorized Facilities within three (3) years from the date of their issuance.

7. Payment; Cost Overruns; Shortfalls. The City and Owner agree that it is in their mutual best interest for Owner to construct the Authorized Facilities with the understanding that the Authorized Facilities shall be dedicated to the City and the City shall pay the cost to construct such Authorized Facilities to the extent funds are available from proceeds of the sale of Facilities Bonds and from excess Special Taxes.

All cost overruns in the construction of the Authorized Facilities shall be the responsibility of the Owner, except those cost overruns due to unforeseeable construction conditions encountered in the field for which a City-approved change order has been issued, or due to change orders for additional or changed work required in writing by the City, which shall be reimbursed to Owner from the proceeds of the sale of Facilities Bonds or Special Taxes, as provided below. Any cost savings achieved in an element of any of the Authorized Facilities constructed in whole or in part with the proceeds of the sale of the Facilities Bonds shall be aggregated with all other such savings achieved throughout the District, and shall be used for any other element of the Authorized Facilities, as approved by the City.

The parties acknowledge that a shortfall is expected to occur between (a) the cost of the Authorized Facilities and (b) the amount of acquisition funds generated from the sale of Facilities Bonds and the levy of excess Special Taxes prior to the date of acquisition (as adjusted, below) (each such shortfall hereafter referred to as the **"Gap Shortfall"**). Owner agrees that the existence of a Gap Shortfall at the time that the City acquires any Authorized Facilities shall not prevent the City from acquiring the Authorized Facilities; however, the City shall, subject to the limitations of the Maximum Annual Special Tax, cause the District to impose and collect Special Taxes on Developed Parcels in amounts sufficient to repay the Gap Shortfall, the required debt service on any outstanding Facilities Bonds or Deferral Bonds, or both, and City administration costs associated therewith, and shall promptly apply such funds to the payment of outstanding Gap Shortfalls following receipt of the funds (the **"Owner's Gap Payment"**).

The amount of each outstanding Gap Shortfall shall be adjusted, annually on July 1, by the percentage change, if any, in the cost established by the Engineering News-Record Construction Cost Index for the United States Twenty (20)-City Average, averaged with the CCI for San Francisco ("**CCI**") between the month in which the City acquired the Authorized Facilities for which a Gap Shortfall occurred and the date of adjustment.

City and Owner agree that the provisions of this Section 7 satisfy the parties' obligations under Section 3.17.1.3 of the Development Agreement to enter into a shortfall agreement.

8. Inspection and Approval of Construction. The City shall provide such level of inspection of the progress of construction of the Authorized Facilities to be constructed by Owner for acquisition by the City as it deems necessary, and its inspectors shall have access to the construction sites at all times for the purpose of conducting their inspection. Owner and its contractors shall cooperate in every way with the City and its inspectors to ensure that they are afforded an adequate opportunity to inspect each and every phase of the progress of construction of each and every such Authorized Facility. Upon completion of the construction of an Authorized Facility (either in its entirety, or a portion thereof), constructed by Owner, and upon receipt of written notification from City's inspectors that construction thereof has been completed in accordance with the plans and specifications thereof and the City's standard requirements, and upon receipt of satisfactory proof, based on the records of Owner and the City and such certifications as the City may require, that the requirements of Section 6 hereof have been satisfied, the City shall notify Owner in writing that the construction of the Authorized Facility, or portion thereof has been satisfactorily completed; provided, however, that Owner, not the City, shall be responsible for determining satisfaction of requirements of other public agencies with respect to the Authorized Facilities. Upon receiving such notification of a completed Authorized Facility, the City Clerk staff shall file with the County Recorder of the County of Placer a Notice of Completion pursuant to the provision of Section 9204 of the California Civil Code, and supply to Owner a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County Records. The costs incurred by the City in inspecting and approving the construction of the bond financed Authorized Facilities may be paid or reimbursed from the proceeds of the sale of the Facilities Bonds for the District.

9. Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Section 8412 and 8414 of the California Civil Code, Owner shall provide to the City such evidence or proof as the City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Authorized Facilities (or approved portion thereof) constructed by Owner for acquisition by the City have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation.

10. Acquisition; Maintenance. Upon completion of the construction of each Authorized Facility or portion thereof constructed by Owner for acquisition by the City, the City shall determine the acquisition price to be paid by the City for the acquisition of the completed Authorized Facility or portion thereof from Owner. The acquisition price as to each Authorized Facility or portion thereof shall include the actual cost of construction thereof as determined by the contract prices as set forth in contracts and purchase orders entered into by Owner with its contractors, and suppliers. Owner shall furnish to the City such proof of the amounts which Owner contends should be included in the acquisition price for a completed Authorized Facility or portion thereof as the City shall require, together with lien releases from all contractors and suppliers providing work and materials for the completed Authorized Facility or portion thereof in form satisfactory to the City. The City shall have ten (10) days to determine the acquisition price. The determination of the City as to the acquisition price for a completed Authorized Facility or portion thereof shall be final.

Upon determining the acquisition price for a completed Authorized Facility or portion thereof, the City shall promptly notify Owner in writing of such acquisition price. Upon presentation by Owner to the City of such documents, including lien releases, as the City shall require as to the completed Authorized Facility or portion thereof, the City shall, within ten (10) days thereafter, pay from available proceeds of the sale of the Facilities Bonds and/or excess Special Taxes, the amount of the acquisition price for the completed Authorized Facility or portion thereof, but in the case of a completed Authorized Facility less a retention of 150% of the value of "Punch List" work not completed. The City shall hold the retention amount on all Authorized Facilities acquired until

the Punch List work is completed and accepted by the City, at which time, the retention amount (or so much of the retention amount that was not applied by the City to the completion of the Punch List work) shall, upon the Owner's direction, be (1) promptly released to Owner, (2) promptly released to the appropriate contractor designated by the Owner or (3) retained by the City in lieu of the Owner obtaining a maintenance bond during the warranty period described below.

The administrative procedure to implement the foregoing is as follows. Owner shall notify the City Engineer that an Authorized Facility, or particular stage of an Authorized Facility, as provided in Section 3.5.1 of the Development Agreement, is complete and shall furnish proof of the amounts to be included in the acquisition price, together with lien releases. Development Services staff shall then inspect the Authorized Facility to confirm completion. Development Services staff shall then notify City's Finance Department regarding completion and shall request payment to Owner. Within ten (10) days thereafter, and provided that the improvement has been conveyed to City or irrevocably offered for dedication, or, in the case of Authorized Facilities for which progress payments are provided for in the Development Agreement, invoices for actual work constructed have been presented by Owner to the City and the particular Authorized Facilities have been signed off by City inspectors, City shall issue payment to Owner in the requested amount, further provided and to the extent that funds are available, except that Owner shall choose one of the following options prior to release of the final five percent (5%): (1) City shall retain five percent (5%) of the total invoiced amounts until expiration of a warranty period of one-year from the date of completion for the subject Authorized Facility; or (2) Owner shall obtain a maintenance bond until expiration of the one-year warranty period for the subject Authorized Facility. Upon expiration of the one-year warranty period, the five percent (5%) retention shall be disbursed to Owner or the maintenance bond shall be released, less any amounts utilized by the City for warranty work. Notwithstanding the preceding provisions of this Section, the City will not pay for the acquisition of any Authorized Facilities or portion thereof unless and until the street, drainage or other utility rights of way where they are located have been irrevocably offered to the City for dedication, except in the case of Authorized Facilities for which progress payments are to be paid by City as provided for in Section 3.5.2 of the Development Agreement, based on invoices for actual work constructed that have been signed off by City inspectors.

Until an Authorized Facility, or portion thereof, is acquired by the City, Owner shall maintain it, and shall transfer it to the City free of any liens and in good operating condition. Upon the acquisition of an Authorized Facility, or portion thereof, by the City, the City shall, except as otherwise provided in the Project Approvals, become responsible for its maintenance, subject to any contractor's warranty or maintenance provisions of bonds required under the Final Map or other City approval, or under any other agreement.

11. Indemnification; Insurance. Owner shall defend, indemnify and hold harmless the City, the District, and their officers, agents and employees from any and all liability, cost and expense in connection with the construction of the Authorized Facilities to be constructed by Owner for acquisition by the City, including, but not limited to, liability, costs, expenses and claims arising, under the procedures set forth in Section 6 of this Agreement. Owner shall also defend, indemnify and hold harmless the City, the District, and their officers, agents and employees from any and all liability, cost and expense in connection with the ownership of the Authorized Facilities to be constructed by Owner for acquisition by the City prior to the time the City accepts the Authorized Facilities, whether or not such Authorized Facilities are to be acquired with bond proceeds; provided that the Owner shall not be responsible for liability arising from the negligence or wilful misconduct of the indemnified parties. Owner shall procure and provide or cause contractor to procure and provide, until construction of all of the Authorized Facilities to be constructed by Owner is completed and acceptance thereof by the City has occurred, a

commercial general liability insurance, in a form acceptable to the City, naming the City, the District and their officers, agents and employees as additional insureds, having a single aggregate liability limit as to all coverages provided thereby in the amount of Two Million Dollars (\$2,000,000). Before commencing the construction of any Authorized Facility, Owner shall provide or cause contractor to provide the City with a certification of insurance and endorsement as to such insurance in a form acceptable to the City, and Owner shall upon each renewal of such insurance policy provide the City with a new certificate of insurance with respect thereto.

Owner shall also furnish or cause contractor to furnish to the City, prior to commencing the construction of any Authorized Facility to be constructed by Owner for acquisition by the City, a certificate of insurance evidencing that Owner has procured and has in force a current policy of workers' compensation insurance in compliance with California law as to all workers to be employed by Owner in connection with the design and construction of the Authorized Facilities. Owner shall require each person, firm or corporation with whom it contracts in connection with the design and construction of the Authorized Facilities to provide and maintain such workers' compensation insurance and a commercial general liability insurance in the amount hereinabove specified and in a form acceptable to the City. Owner shall provide to the City proof, in such form and at such intervals as set forth below, that each contractor with whom it contracts has procured and is maintaining such insurance.

Upon the execution of each contract with each person, firm or corporation with whom Owner contracts in connection with the design and construction of the Authorized Facilities and prior to permitting any such person, firm or corporation to commence work under such contract, Owner shall provide or cause contractor to provide to the City a certificate from the insurance providers for each such contractor that the contractor has in force the insurance policies required of it under this Section 11, that the City is named as an additional insured on the commercial general liability insurance of such contractor, and that the policies will not be canceled or allowed to lapse without 30 days written notice to the City.

The premiums paid by Owner for the insurance required by this Section may be included in the acquisition price to be paid by the City for the Authorized Facilities to be constructed by Owner as an incidental cost.

12. Ownership of Facilities. Notwithstanding that some of the Authorized Facilities to be constructed by Owner for acquisition by the City may be constructed in dedicated street rights-of-way or on property which has been or will be dedicated or offered for dedication to the City, District or Public Utility, such Authorized Facilities or any portion thereof shall be and remain the property of Owner, and Owner shall be responsible for any loss or damage thereto or liability arising therefrom, until they are acquired by the City or other agencies as provided in the preceding Sections of this Agreement. Such ownership by Owner shall likewise not be affected by any agreement which Owner may enter into with the City pursuant to the provisions of the Subdivision Map Act, Section 66410 et seq. of the California Government Code, which may contain or include provisions with respect to the construction and ownership of public facilities which may seem to be contradictory to the provision of this Agreement, and the provisions of this Section shall control.

13. Improvement Security. Notwithstanding any other provisions of this Agreement, Owner shall be required to agree to construct and to secure or cause contractor to secure the construction and completion of construction of the Authorized Facilities, or portions thereof, as a condition precedent to the approval of subdivision or parcel maps for portions of the Property as required by the City pursuant to Section 66462 and Sections 66499 through 66499.10 of the Government Code.

The aggregate principal amount of the improvement bonds or other security provided by Owner or contractor pursuant to this Section shall be reduced by such amount as the City shall determine is appropriate upon receipt of the proceeds from the sale of the Facilities Bonds. The amount of the reduction of such aggregate principal amount shall be determined by the City based on the amount of each such improvement bond or other security which relates to the Authorized Facilities to be constructed or acquired with the proceeds of the sale of the Facilities Bonds. The foregoing provisions notwithstanding, upon the issuance and proceeds from the sale of the Facilities Bonds, Owner shall not be required to post any other security for roadway Capital Improvement Program improvements as provided in Section 3.5.4.2 of the Development Agreement.

All subdivision and performance bonds shall provide, among other things, that the principal thereof whether that be Owner or its contractor(s), guarantees that the completed Authorized Facilities shall be free from defects resulting from faulty workmanship and materials for a period of one year from the date of acceptance by the City, and the obligation of the surety shall extend to the fulfilling of that guarantee. At the end of said one year period and subject to certification of the City Engineer that any defects have been corrected, the obligation of the principal and surety named therein shall cease.

14. Failure to Complete Construction. Notwithstanding the preceding provisions, of this Agreement, if Owner fails to expeditiously prosecute the construction of the Authorized Facilities to be constructed by Owner for acquisition by the City, the City shall have the right and may elect to take over the construction of such Authorized Facilities, or any part thereof, if City determines it is necessary for City to so proceed in order to protect the City's interests. If the City elects to so proceed, it shall notify Owner in writing that if Owner does not satisfy the City that construction is proceeding expeditiously on the construction of an Authorized Facility within thirty (30) days after receipt of such notice, the City will take over the construction of such Authorized Facilities. If after receiving such a written notification Owner does not satisfy the City that it is proceeding expeditiously to construct that portion of the Authorized Facilities identified in the written notification to the satisfaction of the City, within thirty (30) days from the date of receipt thereof, Owner shall relinquish to the City all design documents, and shall cooperate with the City in every way to ensure that the construction of the Authorized Facilities will be completed expeditiously.

Notwithstanding the provisions of this Section, the only sources of funds to be utilized by the City for the construction of any such Authorized Facilities shall be (i) the proceeds of the sale of the Facilities Bonds and, at City's discretion, (ii) Special Taxes in excess of that required to pay debt service on Facilities Bonds or Deferral Bonds, or both, (iii) the proceeds of applicable City development fees collected pursuant to the applicable codes, ordinances and policies of the City, including development fees paid through levies of the special taxes of the District, (iv) proceeds from the sale of the bonds of another community facilities district or assessment district established over and including property in the City, (v) interest earnings on the reserve fund for the Facilities Bonds, to the extent such earnings are determined by the City to be available for construction of the Authorized Facilities, (vi) the Owner's subdivision bond or bonds to the extent applicable, (vii) any other performance security that may have been provided by the Owner, and (viii) the Owner's and/or contractors' performance bonds. To the extent that the proceeds of the sale of the Facilities Bonds and such other funds may be insufficient to pay for the construction of an Authorized Facility which will be constructed by the City pursuant to this Section, the City may either construct only those Authorized Facilities which can be constructed within the total of the amounts of the proceeds from the sale of the Facilities Bonds and such other funds which are

available therefor, or the City may proceed to complete the Authorized Facilities and charge the Owner, the Owner's bond or any contractor's bond for the costs thereof.

15. Owner Responsibility for Satisfaction of Improvements required by Conditions of Approval. If the aggregate principal amount of all Facilities Bonds and excess Special Taxes are not sufficient to construct and acquire all of the Authorized Facilities, Owner shall nevertheless construct and dedicate to the City the Authorized Facilities required by the Development Agreement, and the City may require such assurances of performance as the City deems appropriate.

16. Construction of Other Facilities. Owner shall also proceed expeditiously with the design and construction of the other improvements and facilities, other than the Authorized Facilities, which are necessary to the development of the Property and the provision of municipal services within the District and to the residents therein. Such other public improvements and facilities shall be designed and constructed on a schedule which will not delay or interfere in any way with the design and construction of the Authorized Facilities. The provisions of this Section shall not supersede those of any other agreement between Owner and the City.

17. Development Schedule. Owner shall also proceed with the construction of the Authorized Facilities with all commercially reasonable diligence to ensure that such development is completed in a reasonable time. If Owner does not so proceed with the development of the Property, the City may take action as specified in Section 14 hereof and, in addition, may withhold payment of acquisition costs hereunder.

18. Binding on Community Facilities District. The District shall automatically become a party to this Agreement to the extent permitted by California law, and all provisions hereof which apply to the City shall also apply to the District. The City Council of the City, acting for the District, shall perform all parts of this Agreement which require performance on the part of the District.

19. Assignment. Owner may not assign this Agreement or any right or duty hereunder to a non-affiliated assignee without the express written approval of the City. The City may condition any such approval on proof of the financial responsibility and experience of a proposed assignee to undertake and perform the duties and responsibilities of Owner under this Agreement. The City's approval of an assignment of this Agreement and the rights and duties of Owner hereunder shall not be unreasonably withheld. Notwithstanding the foregoing, Owner may, by written direction to the City, designate any other person or entity to receive disbursement of moneys otherwise due to the Owner hereunder.

20. Prompt Action. All consents, approvals and determinations required of either the City or Owner pursuant to this Agreement shall be promptly given or made, and shall not be unreasonably withheld.

21. General. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may be amended by a subsequent written agreement signed on behalf of both parties. This Agreement is for the exclusive benefit of Owner and the City and shall not be construed to confer any rights or benefits upon any persons other than the City and the Owner. This Agreement shall, however, inure to the benefit of and be binding upon the successors and assigns of the parties. This Agreement shall be construed and governed by the Constitution and laws of the State of California. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement or the design and acquisition or construction of the Authorized Facilities, the Party prevailing in such action or proceeding shall be entitled to receive from the losing party its attorney's fees, expert

witness fees, court costs, and other costs incurred by it in prosecuting or defending such action or proceeding. The captions of the sections of this Agreement are provided for convenience temporarily, and shall not have any bearing on the interpretation of any section hereof. This Agreement may be executed in several counterparts, each of which shall be an original of the same Agreement.

[SIGNATURE BLOCK NEXT PAGE]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Resolution No. 19-____, adopted by the Council of the City of Roseville on _____, 2020, and OWNER has caused this Agreement to be executed.

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

**ANTHEM UNITED CREEKVIEW
DEVELOPMENTS LIMITED PARTNERSHIP**, a
Washington limited partnership

By: Anthem United Creekview Management
LLC, a Washington limited liability
company, its sole general partner

By: _____
Brian Moore
Vice President

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Chief Financial Officer

EXHIBIT A
LIST OF AUTHORIZED FACILITIES



COUNCIL COMMUNICATION

CC #: 0874
File #: 0600-01

Title: City Council Appointed Positions - Salary Schedule Update
Contact: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

Meeting Date: 7/15/2020
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve the attached City Council Appointed Positions (CCAP) salary schedule (Appendix L) reflecting a salary increase for the City Attorney, effective February 22, 2020.

BACKGROUND

The City has an existing employment contract with City Attorney Robert Schmitt. The City Council has completed the annual performance review of this Council-appointed position and, in accordance with his employment contract, staff is requesting the City Attorney's salary be raised to median of the market, which is a 2.38% increase or \$6,144 annually. Per the City Attorney employment contract, the effective date of the increase will be retroactive to February 22, 2020.

FISCAL IMPACT

The annual impact for this change is \$6,144. The City Attorney's FY2019-20 department operating budget has funds to cover the retroactive increase of approximately \$2,000 in FY19-20, and the FY2020-21 department operating budget is sufficient to cover the full annual increase.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Stacey Peterson, Human Resources Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely representing the name Stacey Peterson.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6248

CCAP salary schedule

ORDINANCE NO. 6248

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
ORDINANCE NO. 6079, THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED
POSITIONS, AS AMENDED BY APPENDIX "L" TO BE EFFECTIVE
FEBRUARY 22, 2020 AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 6079, the Salary Ordinance for City Council Appointed Positions, is hereby amended as shown on Appendix "L" attached hereto.

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective February 22, 2020 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect February 22, 2020. A statement of urgency is as follows:

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

SECTION 4. Posting.

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

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

AYES	COUNCILMEMBERS:
NOES	COUNCILMEMBERS:
ABSENT	COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



City of Roseville

Salary Schedule: All

Appendix:L
Effective Date:02/22/2020

**CCAP City Council Appointed
Position**

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1235	Acting City Manager	Step A	122.5472	9803.78	21241.51	254898.18
1200	City Attorney	Step A	126.8111	10144.89	21980.59	263767.09
1240	City Manager	Step A	124.5279	9962.23	21584.84	259018.03



COUNCIL COMMUNICATION

CC #: 0883
File #: 0600-01

Title: International Brotherhood of Electrical Workers - Salary Adjustments
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 7/15/2020
Item #: 9.2.

RECOMMENDATION TO COUNCIL

The current International Brotherhood of Electrical Workers, Local 1245 (IBEW), Memorandum of Understanding (MOU), was approved by City Council, effective April 27, 2019. The MOU contains the provision to conduct a labor market survey to keep salaries competitive with the labor market and salary adjustments to be implemented the first pay period of May 2020. In light of the unprecedented COVID-19 pandemic emergency, IBEW and the City voluntarily and in good faith mutually agreed to delay the implementation of the labor market adjustments until the first pay period in August 2020, with adjustments retroactive to the first pay period in May 2020, per the MOU. In addition to the Labor Market Survey, a job analysis was conducted on several IBEW represented classifications with recommended reclassifications proposed to better reflect the work being done and to support recruitment efforts. The salary schedule formerly IBEW-A2 was incorporated into IBEW-A during our migration to Oracle in 2019. It is recommended that the City Council take the following actions:

1. Adopt an ordinance to approve the IBEW A and B salary schedules (Appendix C) reflecting reclassification changes and labor market adjustments effective May 9, 2020; and
2. Approve the citywide allocation schedule reflecting the reclassification of 23 positions.

BACKGROUND

Reclassification Changes

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan. The Human Resources staff is continually evaluating organizational structure and staffing levels necessary to provide high levels of service to the community. As part of this effort, a consulting firm was brought in to conduct job analysis of several IBEW classifications and to provide recommendations to properly classify employees and to support recruitment efforts. The consultant identified that there is a distinction between the work that staff perform on metering systems versus in the electric substations to warrant two different classifications. It was also recommended that the instrument and control work performed in the Environmental Utilities Department be classified separately from the current Electronic Technician classification also utilized for traffic signal maintenance to help support the recruitment of the specialized knowledge and skill sets needed to perform these different jobs.

Position Changes:

To implement the recommended classification changes the following position changes are proposed.

Electric Department

# of Positions	Current Classification	Proposed Classification
5	Electric Utility Technician I/ II	Electric Metering Systems Technician I/II
12	Electric Utility Technician I/ II	Electric Substation Technician I/II
1	Senior Electric Metering Technician	Senior Electric Metering Systems Technician

Environmental Utilities Department

# of Positions	Current Classification	Proposed Classification
5	Electronics Technician I/II	Environmental Utilities Instrument and Control Technician I/II

Salary Schedule Changes:

To implement the recommended classification changes the following additions and deletions to the IBEW A and B salary schedules are proposed:

Deletes	Grade Code
Electric Utility Technician I	2360A, 2360B
Electric Utility Technician II	2362A, 2362B
Senior Electric Metering Technician	7124A, 7124B

Adds	Grade Code
Electric Metering Systems Technician I	1031A, 1031B
Electric Metering Systems Technician II	1033A, 1033B
Senior Electric Metering Systems Technician	1036A, 1036B
Electric Substation Technician I	1034A, 1034B
Electric Substation Technician II	1035A, 1035B
Environmental Utilities Instrument and Control Technician I	1037A, 1037B
Environmental Utilities Instrument and Control Technician II	1038A, 1038B

Labor Market Adjustments:

In the IBEW MOU, approved April 27, 2019, City Council agreed that the city would conduct a labor market survey in March 2020 with the resulting salary adjustments to be implemented the first pay period of May 2020. In light of the unprecedented COVID-19 pandemic emergency, IBEW and the City mutually agreed to delay the implementation of the labor market adjustments from the first pay period of May 2020 to the first pay period in August 2020, to be paid retroactive to the first pay period in May 2020 per the MOU. This is in accordance with the same exact methodology as agreed to in the 2019 labor market study.

To implement labor market adjustments, the following adjustment will be made:

Job Code	Job Title	A Schedule	B Schedule
0150	Electric Apprentice Line Technician	10.00%	10.00%
2328	Electric Drafting Technician I	8.73%	8.73%
2330	Electric Drafting Technician II	8.73%	8.73%
2340	Electric Engineering Technician I	10.00%	10.00%
2345	Electric Engineering Technician II	10.00%	10.00%
2285	Electric Line Technician	10.00%	10.00%
2286	Electric Line Troubleshooter	10.00%	10.00%
2210	Electric Materials Technician I	2.04%	2.04%
2212	Electric Materials Technician II	2.04%	2.04%
1031	Electric Metering Systems Technician I	4.99%	4.99%
1033	Electric Metering Systems Technician II	4.99%	4.99%
2421	Electric Pre-Apprentice	10.00%	10.00%
2254	Electric Preventive Data System Technician	2.04%	2.04%
1034	Electric Substation Technician I	7.16%	7.16%
1035	Electric Substation Technician II	7.16%	7.16%
2350	Electric System Dispatcher	10.00%	10.00%
2359	Electric Technology System Technician	6.35%	6.35%
9250	Electric Utility Inspection Technician	10.00%	10.00%
2380	Electronics Technician I	0.00%	1.78%
2385	Electronics Technician II	0.00%	4.78%

2385	Electronics Technician II	0.00%	1.78%
1037	Environmental Utilities Instrument and Control Technician I	0.00%	1.78%
1038	Environmental Utilities Instrument and Control Technician II	0.00%	1.78%
3608	Instrument and Control Technician	1.51%	1.51%
4520	Materials Technician	2.04%	2.04%
5316	Plant and Equipment Maintenance Worker I	2.04%	2.04%
5319	Plant and Equipment Maintenance Worker II	2.04%	2.04%
5327	Plant and Equipment Mechanic I	2.04%	2.04%
5328	Plant and Equipment Mechanic II	2.04%	2.04%
5595	Power Engineer I	3.74%	3.74%
5596	Power Engineer II	3.74%	3.74%
5590	Power Plant Engineer I	3.74%	3.74%
5591	Power Plant Engineer II	3.74%	3.74%
5526	Power Plant Mechanic	3.56%	3.56%
5522	Power Plant Operator Technician I	1.51%	1.51%
5523	Power Plant Operator Technician II	1.51%	1.51%
5401	Predictive Maintenance Technician I	0.00%	1.78%
5402	Predictive Maintenance Technician II	0.00%	1.78%
5533	Preventative Maintenance Coordinator	0.00%	0.00%
5500	Preventative Maintenance Technician I	0.00%	6.40%
5502	Preventative Maintenance Technician II	0.00%	6.40%
7020	SCADA System Technician	0.00%	1.78%
7118	Senior Electric Line Technician	10.00%	10.00%
7169	Senior Electric Materials Technician	2.04%	2.04%
1036	Senior Electric Metering Systems Technician	4.99%	4.99%
7126	Senior Electric Substation Technician	7.16%	7.16%
7168	Senior Electric System Dispatcher	10.00%	10.00%
7170	Senior Electronic Technician	0.00%	1.78%
7205	Senior Plant and Equipment Mechanic	2.04%	2.04%
7152	Senior Power Plant Operator Technician	1.51%	1.51%
7284	Senior Preventative Maintenance Technician	0.00%	1.78%
9559	Senior SCADA System Technician	0.00%	1.78%
7202	Senior Wastewater Utility Maintenance Worker	4.00%	4.00%
7204	Senior Water Distribution Worker	4.00%	4.00%
2375	Traffic Signal Maintenance Worker I	4.01%	4.01%
2376	Traffic Signal Maintenance Worker II	4.01%	4.01%
9027	Wastewater Utility Maintenance Worker I	4.34%	4.34%
9029	Wastewater Utility Maintenance Worker II	4.01%	4.01%
9078	Water Conservation Specialist	4.00%	4.00%
9049	Water Conservation Worker I	4.34%	4.34%
9051	Water Conservation Worker II	4.01%	4.01%
9246	Water Distribution Worker I	4.34%	4.34%
9248	Water Distribution Worker II	4.01%	4.01%

FISCAL IMPACT

The fiscal impact of the adjustments for FY2019-20 totals \$125,231 and is covered in the FY2019-20 utility budgets. The fiscal impact for FY2020-21 is approximately \$1,085,338 and is included in the adopted FY2020-21 budget as detailed below:

Fund	FY2020-21
Electric Operations	\$ 869,220
Water Operations	105,922
Wastewater Operations	110,196

Total	\$ 1,085,338
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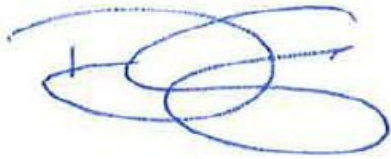
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6250

IBEW Salary Schedule A 5-9-20

IBEW Salary Schedule B 5-9-20

Position Allocation Schedule

ORDINANCE NO. 6250

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
ORDINANCE NOS. 6087 AND 6118, THE SALARY ORDINANCE FOR ELECTRIC
PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO, LOCAL NO. 1245 (IBEW-A), AS AMENDED BY
APPENDIX "C" TO BE EFFECTIVE MAY 9, 2020, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance Nos. 6087 and 6118, the Salary Ordinances for electric personnel represented by the International Brotherhood of Electrical Workers, AFL-CIO, Local No. 1245, IBEW-A (which is combined former A and A-2), and IBEW-B, are hereby amended as shown on Appendix "C" for salary schedules A and B attached hereto, to reflect labor market adjustments and recommended reclassifications proposed to better reflect the work being done and to support recruitment efforts.

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective May 9, 2020 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect May 9, 2020. A statement of urgency is as follows:

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

SECTION 4. Posting.

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

**IBEW International Brotherhood of
Electrical Workers**

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0150A	Electric Apprentice Line Technician-A	Step A	46.8257	3746.06	8116.45	97397.46
		Step B	50.4277	4034.22	8740.80	104889.62
		Step C	54.0297	4322.38	9365.15	112381.78
		Step D	57.6317	4610.54	9989.49	119873.94
		Step E	61.2337	4898.70	10613.84	127366.10
		Step F	64.8356	5186.85	11238.17	134858.05
2328A	Electric Drafting Technician I-A	Step A	31.2922	2503.38	5423.98	65087.78
		Step B	32.8567	2628.54	5695.16	68341.94
		Step C	34.4996	2759.97	5979.93	71759.17
		Step D	36.2245	2897.96	6278.91	75346.96
		Step E	38.0358	3042.86	6592.87	79114.46
		Step F	39.9375	3195.00	6922.50	83070.00
		Step G	41.9344	3354.75	7268.63	87223.55
		Step H	44.0312	3522.50	7632.07	91584.90



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2330A	Electric Drafting Technician II-A	Step A	34.4203	2753.62	5966.19	71594.22
		Step B	36.1414	2891.31	6264.51	75174.11
		Step C	37.9485	3035.88	6577.74	78932.88
		Step D	39.8458	3187.66	6906.61	82879.26
		Step E	41.8382	3347.06	7251.95	87023.46
		Step F	43.9301	3514.41	7614.55	91374.61
		Step G	46.1266	3690.13	7995.28	95943.33
		Step H	48.4329	3874.63	8395.04	100740.43
2340A	Electric Engineering Technician I-A	Step A	37.9325	3034.60	6574.97	78899.60
		Step B	39.8291	3186.33	6903.71	82844.53
		Step C	41.8206	3345.65	7248.90	86986.85
		Step D	43.9116	3512.93	7611.34	91336.13
		Step E	46.1071	3688.57	7991.90	95902.77
		Step F	48.4125	3873.00	8391.50	100698.00
		Step G	50.8331	4066.65	8811.07	105732.85
		Step H	53.3748	4269.98	9251.63	111019.58



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2345A	Electric Engineering Technician II-A	Step A	41.7256	3338.05	7232.44	86789.25
		Step B	43.8120	3504.96	7594.08	91128.96
		Step C	46.0026	3680.21	7973.78	95685.41
		Step D	48.3027	3864.22	8372.47	100469.62
		Step E	50.7178	4057.42	8791.09	105493.02
		Step F	53.2538	4260.30	9230.66	110767.90
		Step G	55.9164	4473.31	9692.18	116306.11
		Step H	58.7123	4696.98	10176.80	122121.58
2285A	Electric Line Technician-A	Step A	72.0396	5763.17	12486.86	149842.37
2286A	Electric Line Troubleshooter-A	Step A	53.7585	4300.68	9318.14	111817.68
		Step B	56.4464	4515.71	9784.04	117408.51
		Step C	59.2688	4741.50	10273.26	123279.10
		Step D	62.2322	4978.58	10786.91	129442.98
		Step E	65.3438	5227.50	11326.26	135915.10
		Step F	68.6110	5488.88	11892.57	142710.88
		Step G	72.0416	5763.33	12487.21	149846.53
		Step H	75.6436	6051.49	13111.56	157338.69



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2210A	Electric Materials Technician I-A	Step A	30.6836	2454.69	5318.49	63821.89
		Step B	32.2178	2577.42	5584.42	67013.02
		Step C	33.8286	2706.29	5863.62	70363.49
		Step D	35.5200	2841.60	6156.80	73881.60
		Step E	37.2961	2983.69	6464.66	77575.89
		Step F	39.1608	3132.86	6787.87	81454.46
		Step G	41.1189	3289.51	7127.28	85527.31
		Step H	43.1748	3453.98	7483.63	89803.58
2212A	Electric Materials Technician II-A	Step A	33.7519	2700.15	5850.33	70203.95
		Step B	35.4395	2835.16	6142.85	73714.16
		Step C	37.2115	2976.92	6449.99	77399.92
		Step D	39.0720	3125.76	6772.48	81269.76
		Step E	41.0256	3282.05	7111.10	85333.25
		Step F	43.0769	3446.15	7466.66	89599.95
		Step G	45.2307	3618.46	7839.99	94079.86
		Step H	47.4923	3799.38	8232.00	98783.98



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1031A	Electric Metering Systems Technician I - A	Step A	44.6755	3574.04	7743.75	92925.04
		Step B	46.9093	3752.74	8130.95	97571.34
		Step C	49.2548	3940.38	8537.50	102449.98
		Step D	51.7175	4137.40	8964.37	107572.40
		Step E	54.3034	4344.27	9412.59	112951.07
		Step F	57.0185	4561.48	9883.21	118598.48
		Step G	59.8695	4789.56	10377.38	124528.56
		Step H	62.8629	5029.03	10896.24	130754.83
1033A	Electric Metering Systems Technician II - A	Step A	49.1431	3931.45	8518.14	102217.65
		Step B	51.6002	4128.02	8944.03	107328.42
		Step C	54.1802	4334.42	9391.23	112694.82
		Step D	56.8893	4551.14	9860.81	118329.74
		Step E	59.7337	4778.70	10353.84	124246.10
		Step F	62.7204	5017.63	10871.54	130458.43
		Step G	65.8564	5268.51	11415.11	136981.31
		Step H	69.1492	5531.94	11985.86	143830.34



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2421A	Electric Pre-Apprentice-A	Step A	30.4367	2434.94	5275.69	63308.34
		Step B	32.7780	2622.24	5681.52	68178.24
		Step C	35.1193	2809.54	6087.35	73048.14
		Step D	37.4606	2996.85	6493.17	77918.05
		Step E	39.8019	3184.15	6899.00	82787.95
		Step F	42.1432	3371.46	7304.82	87657.86
2254A	Electric Preventive Data System Technician-A	Step A	27.8941	2231.53	4834.98	58019.73
		Step B	29.2888	2343.10	5076.73	60920.70
		Step C	30.7532	2460.26	5330.55	63966.66
		Step D	32.2909	2583.27	5597.09	67165.07
		Step E	33.9054	2712.43	5876.94	70523.23
		Step F	35.6007	2848.06	6170.79	74049.46
		Step G	37.3807	2990.46	6479.32	77751.86
		Step H	39.2498	3139.98	6803.30	81639.58



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1034A	Electric Substation Technician I - A	Step A	45.5989	3647.91	7903.81	94845.71
		Step B	47.8788	3830.30	8298.99	99587.90
		Step C	50.2728	4021.82	8713.95	104567.42
		Step D	52.7864	4222.91	9149.64	109795.71
		Step E	55.4258	4434.06	9607.14	115285.66
		Step F	58.1970	4655.76	10087.48	121049.76
		Step G	61.1069	4888.55	10591.86	127102.35
		Step H	64.1622	5132.98	11121.45	133457.38
1035A	Electric Substation Technician II - A	Step A	50.1588	4012.70	8694.19	104330.30
		Step B	52.6667	4213.34	9128.89	109546.74
		Step C	55.3001	4424.01	9585.35	115024.21
		Step D	58.0651	4645.21	10064.62	120775.41
		Step E	60.9683	4877.46	10567.84	126814.06
		Step F	64.0167	5121.34	11096.23	133154.74
		Step G	67.2176	5377.41	11651.05	139812.61
		Step H	70.5785	5646.28	12233.61	146803.28



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2350A	Electric System Dispatcher-A	Step A	56.3185	4505.48	9761.87	117142.48
		Step B	59.1344	4730.75	10249.96	122999.55
		Step C	62.0911	4967.29	10762.46	129149.49
		Step D	65.1957	5215.66	11300.59	135607.06
		Step E	68.4554	5476.43	11865.60	142387.23
		Step F	71.8783	5750.26	12458.91	149506.86
		Step G	75.4722	6037.78	13081.85	156982.18
		Step H	79.2457	6339.66	13735.92	164831.06
2359A	Electric Technology System Technician-A	Step A	47.4024	3792.19	8216.42	98596.99
		Step B	49.7725	3981.80	8627.23	103526.80
		Step C	52.2612	4180.90	9058.61	108703.30
		Step D	54.8742	4389.94	9511.53	114138.34
		Step E	57.6179	4609.43	9987.10	119845.23
		Step F	60.4988	4839.90	10486.46	125837.50
		Step G	63.5237	5081.90	11010.77	132129.30
		Step H	66.6999	5335.99	11561.32	138735.79



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9250A	Electric Utility Inspection Technician-A	Step A	46.5442	3723.54	8067.66	96811.94
		Step B	48.8713	3909.70	8471.03	101652.30
		Step C	51.3149	4105.19	8894.58	106734.99
		Step D	53.8806	4310.45	9339.30	112071.65
		Step E	56.5747	4525.98	9806.28	117675.38
		Step F	59.4034	4752.27	10296.59	123559.07
		Step G	62.3736	4989.89	10811.42	129737.09
		Step H	65.4923	5239.38	11352.00	136223.98
2380A	Electronics Technician I-A	Step A	34.4869	2758.95	5977.73	71732.75
		Step B	36.2113	2896.90	6276.63	75319.50
		Step C	38.0219	3041.75	6590.46	79085.55
		Step D	39.9230	3193.84	6919.99	83039.84
		Step E	41.9191	3353.53	7265.98	87191.73
		Step F	44.0151	3521.21	7629.28	91551.41
		Step G	46.2158	3697.26	8010.74	96128.86
		Step H	48.5266	3882.13	8411.28	100935.33



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2385A	Electronics Technician II-A	Step A	37.9355	3034.84	6575.49	78905.84
		Step B	39.8323	3186.58	6904.27	82851.18
		Step C	41.8239	3345.91	7249.48	86993.71
		Step D	43.9151	3513.21	7611.95	91343.41
		Step E	46.1109	3688.87	7992.56	95910.67
		Step F	48.4164	3873.31	8392.18	100706.11
		Step G	50.8372	4066.98	8811.78	105741.38
		Step H	53.3791	4270.33	9252.38	111028.53
1037A	Environmental Utilities Instrument and Control Technician I - A	Step A	34.4869	2758.95	5977.73	71732.75
		Step B	36.2113	2896.90	6276.63	75319.50
		Step C	38.0219	3041.75	6590.46	79085.55
		Step D	39.9230	3193.84	6919.99	83039.84
		Step E	41.9191	3353.53	7265.98	87191.73
		Step F	44.0151	3521.21	7629.28	91551.41
		Step G	46.2158	3697.26	8010.74	96128.86
		Step H	48.5266	3882.13	8411.28	100935.33



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1038A	Environmental Utilities Instrument and Control Technician II - A	Step A	37.9355	3034.84	6575.49	78905.84
		Step B	39.8323	3186.58	6904.27	82851.18
		Step C	41.8239	3345.91	7249.48	86993.71
		Step D	43.9151	3513.21	7611.95	91343.41
		Step E	46.1109	3688.87	7992.56	95910.67
		Step F	48.4164	3873.31	8392.18	100706.11
		Step G	50.8372	4066.98	8811.78	105741.38
		Step H	53.3791	4270.33	9252.38	111028.53
3608A	Instrument and Control Technician-A	Step A	49.7737	3981.90	8627.44	103529.30
		Step B	52.2624	4180.99	9058.82	108705.79
		Step C	54.8755	4390.04	9511.75	114141.04
		Step D	57.6193	4609.54	9987.35	119848.14
		Step E	60.5003	4840.02	10486.72	125840.62
		Step F	63.5253	5082.02	11011.05	132132.62
		Step G	66.7015	5336.12	11561.59	138739.12
		Step H	70.0366	5602.93	12139.68	145676.13



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4520A	Materials Technician-A	Step A	32.1447	2571.58	5571.75	66860.98
		Step B	33.7518	2700.14	5850.31	70203.74
		Step C	35.4395	2835.16	6142.85	73714.16
		Step D	37.2115	2976.92	6449.99	77399.92
		Step E	39.0720	3125.76	6772.48	81269.76
		Step F	41.0256	3282.05	7111.10	85333.25
		Step G	43.0769	3446.15	7466.66	89599.95
		Step H	45.2307	3618.46	7839.99	94079.86
5316A	Plant and Equipment Maintenance Worker I-A	Step A	21.9552	1756.42	3805.57	45666.82
		Step B	23.0530	1844.24	3995.85	47950.24
		Step C	24.2056	1936.45	4195.64	50347.65
		Step D	25.4160	2033.28	4405.44	52865.28
		Step E	26.6867	2134.94	4625.69	55508.34
		Step F	28.0211	2241.69	4856.99	58283.89
		Step G	29.4221	2353.77	5099.83	61197.97
		Step H	30.8932	2471.46	5354.82	64257.86



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5319A	Plant and Equipment Maintenance Worker II-A	Step A	24.1507	1932.06	4186.12	50233.46
		Step B	25.3583	2028.66	4395.44	52745.26
		Step C	26.6262	2130.10	4615.21	55382.50
		Step D	27.9575	2236.60	4845.97	58151.60
		Step E	29.3554	2348.43	5088.27	61059.23
		Step F	30.8231	2465.85	5342.67	64112.05
		Step G	32.3643	2589.14	5609.81	67317.74
		Step H	33.9826	2718.61	5890.32	70683.81
5327A	Plant and Equipment Mechanic I-A	Step A	26.5659	2125.27	4604.76	55257.07
		Step B	27.8941	2231.53	4834.98	58019.73
		Step C	29.2888	2343.10	5076.73	60920.70
		Step D	30.7532	2460.26	5330.55	63966.66
		Step E	32.2909	2583.27	5597.09	67165.07
		Step F	33.9054	2712.43	5876.94	70523.23
		Step G	35.6007	2848.06	6170.79	74049.46
		Step H	37.3808	2990.46	6479.34	77752.06



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5328A	Plant and Equipment Mechanic II-A	Step A	29.2219	2337.75	5065.13	60781.55
		Step B	30.6830	2454.64	5318.39	63820.64
		Step C	32.2172	2577.38	5584.31	67011.78
		Step D	33.8280	2706.24	5863.52	70362.24
		Step E	35.5194	2841.55	6156.70	73880.35
		Step F	37.2954	2983.63	6464.54	77574.43
		Step G	39.1601	3132.81	6787.75	81453.01
		Step H	41.1181	3289.45	7127.14	85525.65
5595A	Power Engineer I-A	Step A	46.6199	3729.59	8080.78	96969.39
		Step B	48.9509	3916.07	8484.82	101817.87
		Step C	51.3984	4111.87	8909.06	106908.67
		Step D	53.9683	4317.46	9354.51	112254.06
		Step E	56.6667	4533.34	9822.23	117866.74
		Step F	59.5001	4760.01	10313.35	123760.21
		Step G	62.4751	4998.01	10829.02	129948.21
		Step H	65.5989	5247.91	11370.48	136445.71



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5596A	Power Engineer II-A	Step A	51.2832	4102.66	8889.09	106669.06
		Step B	53.8475	4307.80	9333.57	112002.80
		Step C	56.5399	4523.19	9800.25	117602.99
		Step D	59.3668	4749.34	10290.25	123482.94
		Step E	62.3352	4986.82	10804.77	129657.22
		Step F	65.4520	5236.16	11345.01	136140.16
		Step G	68.7245	5497.96	11912.25	142946.96
		Step H	72.1607	5772.86	12507.85	150094.26
5590A	Power Plant Engineer I-A	Step A	46.6199	3729.59	8080.78	96969.39
		Step B	48.9509	3916.07	8484.82	101817.87
		Step C	51.3984	4111.87	8909.06	106908.67
		Step D	53.9683	4317.46	9354.51	112254.06
		Step E	56.6667	4533.34	9822.23	117866.74
		Step F	59.5001	4760.01	10313.35	123760.21
		Step G	62.4751	4998.01	10829.02	129948.21
		Step H	65.5989	5247.91	11370.48	136445.71



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5591A	Power Plant Engineer II-A	Step A	51.2819	4102.55	8888.86	106666.35
		Step B	53.8460	4307.68	9333.31	111999.68
		Step C	56.5383	4523.06	9799.97	117599.66
		Step D	59.3652	4749.22	10289.97	123479.62
		Step E	62.3335	4986.68	10804.47	129653.68
		Step F	65.4502	5236.02	11344.70	136136.42
		Step G	68.7227	5497.82	11911.93	142943.22
		Step H	72.1588	5772.70	12507.53	150090.30
5526A	Power Plant Mechanic-A	Step A	45.2477	3619.82	7842.93	94115.22
		Step B	47.5102	3800.82	8235.10	98821.22
		Step C	49.8857	3990.86	8646.85	103762.26
		Step D	52.3799	4190.39	9079.18	108950.19
		Step E	54.9989	4399.91	9533.14	114397.71
		Step F	57.7488	4619.90	10009.79	120117.50
		Step G	60.6363	4850.90	10510.29	126123.50
		Step H	63.6681	5093.45	11035.80	132429.65



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5522A	Power Plant Operator Technician I-A	Step A	43.0930	3447.44	7469.45	89633.44
		Step B	45.2477	3619.82	7842.93	94115.22
		Step C	47.5100	3800.80	8235.07	98820.80
		Step D	49.8856	3990.85	8646.84	103762.05
		Step E	52.3798	4190.38	9079.17	108949.98
		Step F	54.9988	4399.90	9533.13	114397.50
		Step G	57.7488	4619.90	10009.79	120117.50
		Step H	60.6363	4850.90	10510.29	126123.50
5523A	Power Plant Operator Technician II-A	Step A	47.4024	3792.19	8216.42	98596.99
		Step B	49.7725	3981.80	8627.23	103526.80
		Step C	52.2612	4180.90	9058.61	108703.30
		Step D	54.8742	4389.94	9511.53	114138.34
		Step E	57.6179	4609.43	9987.10	119845.23
		Step F	60.4988	4839.90	10486.46	125837.50
		Step G	63.5238	5081.90	11010.79	132129.50
		Step H	66.6999	5335.99	11561.32	138735.79



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5401A	Predictive Maintenance Technician I-A	Step A	34.4869	2758.95	5977.73	71732.75
		Step B	36.2113	2896.90	6276.63	75319.50
		Step C	38.0219	3041.75	6590.46	79085.55
		Step D	39.9230	3193.84	6919.99	83039.84
		Step E	41.9191	3353.53	7265.98	87191.73
		Step F	44.0151	3521.21	7629.28	91551.41
		Step G	46.2158	3697.26	8010.74	96128.86
		Step H	48.5266	3882.13	8411.28	100935.33
5402A	Predictive Maintenance Technician II-A	Step A	37.9355	3034.84	6575.49	78905.84
		Step B	39.8323	3186.58	6904.27	82851.18
		Step C	41.8239	3345.91	7249.48	86993.71
		Step D	43.9151	3513.21	7611.95	91343.41
		Step E	46.1109	3688.87	7992.56	95910.67
		Step F	48.4164	3873.31	8392.18	100706.11
		Step G	50.8372	4066.98	8811.78	105741.38
		Step H	53.3791	4270.33	9252.38	111028.53



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5533A	Preventative Maintenance Coordinator-A	Step A	31.8913	2551.30	5527.83	66333.90
		Step B	33.4859	2678.87	5804.22	69650.67
		Step C	35.1602	2812.82	6094.43	73133.22
		Step D	36.9182	2953.46	6399.15	76789.86
		Step E	38.7641	3101.13	6719.11	80629.33
		Step F	40.7023	3256.18	7055.07	84660.78
		Step G	42.7374	3418.99	7407.82	88893.79
		Step H	44.8743	3589.94	7778.21	93338.54
5500A	Preventative Maintenance Technician I-A	Step A	29.9887	2399.10	5198.04	62376.50
		Step B	31.4882	2519.06	5457.95	65495.46
		Step C	33.0626	2645.01	5730.85	68770.21
		Step D	34.7157	2777.26	6017.39	72208.66
		Step E	36.4515	2916.12	6318.26	75819.12
		Step F	38.2741	3061.93	6634.18	79610.13
		Step G	40.1878	3215.02	6965.89	83590.62
		Step H	42.1972	3375.78	7314.18	87770.18



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5502A	Preventative Maintenance Technician II-A	Step A	32.9876	2639.01	5717.85	68614.21
		Step B	34.6370	2770.96	6003.75	72044.96
		Step C	36.3689	2909.51	6303.94	75647.31
		Step D	38.1873	3054.98	6619.13	79429.58
		Step E	40.0967	3207.74	6950.09	83401.14
		Step F	42.1015	3368.12	7297.59	87571.12
		Step G	44.2066	3536.53	7662.48	91949.73
		Step H	46.4169	3713.35	8045.60	96547.15
7020A	SCADA System Technician-A	Step A	37.9355	3034.84	6575.49	78905.84
		Step B	39.8323	3186.58	6904.27	82851.18
		Step C	41.8239	3345.91	7249.48	86993.71
		Step D	43.9151	3513.21	7611.95	91343.41
		Step E	46.1109	3688.87	7992.56	95910.67
		Step F	48.4164	3873.31	8392.18	100706.11
		Step G	50.8372	4066.98	8811.78	105741.38
		Step H	53.3791	4270.33	9252.38	111028.53



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7118A	Senior Electric Line Technician-A	Step A	56.3185	4505.48	9761.87	117142.48
		Step B	59.1344	4730.75	10249.96	122999.55
		Step C	62.0911	4967.29	10762.46	129149.49
		Step D	65.1957	5215.66	11300.59	135607.06
		Step E	68.4554	5476.43	11865.60	142387.23
		Step F	71.8783	5750.26	12458.91	149506.86
		Step G	75.4722	6037.78	13081.85	156982.18
		Step H	79.2457	6339.66	13735.92	164831.06
7169A	Senior Electric Materials Technician-A	Step A	37.1271	2970.17	6435.36	77224.37
		Step B	38.9834	3118.67	6757.12	81085.47
		Step C	40.9326	3274.61	7094.98	85139.81
		Step D	42.9792	3438.34	7449.73	89396.74
		Step E	45.1282	3610.26	7822.22	93866.66
		Step F	47.3846	3790.77	8213.33	98559.97
		Step G	49.7538	3980.30	8623.99	103487.90
		Step H	52.2415	4179.32	9055.19	108662.32



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1036A	Senior Electric Metering Systems Technician - A	Step A	54.0578	4324.62	9370.02	112440.22
		Step B	56.7607	4540.86	9838.52	118062.26
		Step C	59.5987	4767.90	10330.44	123965.30
		Step D	62.5787	5006.30	10846.97	130163.70
		Step E	65.7076	5256.61	11389.32	136671.81
		Step F	68.9930	5519.44	11958.79	143505.44
		Step G	72.4427	5795.42	12556.73	150680.82
		Step H	76.0648	6085.18	13184.57	158214.78
7126A	Senior Electric Substation Technician-A	Step A	55.1730	4413.84	9563.32	114759.84
		Step B	57.9317	4634.54	10041.49	120497.94
		Step C	60.8282	4866.26	10543.55	126522.66
		Step D	63.8697	5109.58	11070.75	132848.98
		Step E	67.0632	5365.06	11624.29	139491.46
		Step F	70.4163	5633.30	12205.49	146465.90
		Step G	73.9372	5914.98	12815.78	153789.38
		Step H	77.6340	6210.72	13456.56	161478.72



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7168A	Senior Electric System Dispatcher-A	Step A	61.9503	4956.02	10738.05	128856.62
		Step B	65.0478	5203.82	11274.95	135299.42
		Step C	68.3001	5464.01	11838.68	142064.21
		Step D	71.7152	5737.22	12430.63	149167.62
		Step E	75.3009	6024.07	13052.16	156625.87
		Step F	79.0660	6325.28	13704.77	164457.28
		Step G	83.0193	6641.54	14390.01	172680.14
		Step H	87.1703	6973.62	15109.52	181314.22
7170A	Senior Electronic Technician-A	Step A	41.7292	3338.34	7233.06	86796.74
		Step B	43.8157	3505.26	7594.72	91136.66
		Step C	46.0064	3680.51	7974.44	95693.31
		Step D	48.3068	3864.54	8373.18	100478.14
		Step E	50.7221	4057.77	8791.83	105501.97
		Step F	53.2582	4260.66	9231.42	110777.06
		Step G	55.9211	4473.69	9692.99	116315.89
		Step H	58.7172	4697.38	10177.65	122131.78



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7205A	Senior Plant and Equipment Mechanic-A	Step A	32.1447	2571.58	5571.75	66860.98
		Step B	33.7518	2700.14	5850.31	70203.74
		Step C	35.4395	2835.16	6142.85	73714.16
		Step D	37.2115	2976.92	6449.99	77399.92
		Step E	39.0720	3125.76	6772.48	81269.76
		Step F	41.0256	3282.05	7111.10	85333.25
		Step G	43.0769	3446.15	7466.66	89599.95
		Step H	45.2307	3618.46	7839.99	94079.86
7152A	Senior Power Plant Operator Technician-A	Step A	52.1425	4171.40	9038.03	108456.40
		Step B	54.7498	4379.98	9489.97	113879.58
		Step C	57.4872	4598.98	9964.45	119573.38
		Step D	60.3616	4828.93	10462.68	125552.13
		Step E	63.3796	5070.37	10985.80	131829.57
		Step F	66.5486	5323.89	11535.09	138421.09
		Step G	69.8761	5590.09	12111.86	145342.29
		Step H	73.3699	5869.59	12717.45	152609.39



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7284A	Senior Preventative Maintenance Technician-A	Step A	41.8235	3345.88	7249.41	86992.88
		Step B	43.9147	3513.18	7611.88	91342.58
		Step C	46.1105	3688.84	7992.49	95909.84
		Step D	48.4160	3873.28	8392.11	100705.28
		Step E	50.8368	4066.94	8811.71	105740.54
		Step F	53.3786	4270.29	9252.29	111027.49
		Step G	56.0475	4483.80	9714.90	116578.80
		Step H	58.8499	4707.99	10200.65	122407.79
9559A	Senior SCADA System Technician-A	Step A	41.7291	3338.33	7233.04	86796.53
		Step B	43.8156	3505.25	7594.70	91136.45
		Step C	46.0063	3680.50	7974.43	95693.10
		Step D	48.3066	3864.53	8373.14	100477.73
		Step E	50.7220	4057.76	8791.81	105501.76
		Step F	53.2581	4260.65	9231.40	110776.85
		Step G	55.9210	4473.68	9692.97	116315.68
		Step H	58.7170	4697.36	10177.61	122131.36



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7202A	Senior Wastewater Utility Maintenance Worker-A	Step A	28.9289	2314.31	5014.34	60172.11
		Step B	30.3754	2430.03	5265.07	63180.83
		Step C	31.8942	2551.54	5528.33	66339.94
		Step D	33.4889	2679.11	5804.74	69656.91
		Step E	35.1633	2813.06	6094.97	73139.66
		Step F	36.9214	2953.71	6399.71	76796.51
		Step G	38.7675	3101.40	6719.70	80636.40
		Step H	40.7059	3256.47	7055.69	84668.27
7204A	Senior Water Distribution Worker-A	Step A	28.9289	2314.31	5014.34	60172.11
		Step B	30.3754	2430.03	5265.07	63180.83
		Step C	31.8942	2551.54	5528.33	66339.94
		Step D	33.4889	2679.11	5804.74	69656.91
		Step E	35.1633	2813.06	6094.97	73139.66
		Step F	36.9214	2953.71	6399.71	76796.51
		Step G	38.7675	3101.40	6719.70	80636.40
		Step H	40.7059	3256.47	7055.69	84668.27



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2375A	Traffic Signal Maintenance Worker I-A	Step A	26.2426	2099.41	4548.72	54584.61
		Step B	27.5548	2204.38	4776.17	57313.98
		Step C	28.9325	2314.60	5014.97	60179.60
		Step D	30.3791	2430.33	5265.71	63188.53
		Step E	31.8981	2551.85	5529.00	66348.05
		Step F	33.4929	2679.43	5805.44	69665.23
		Step G	35.1676	2813.41	6095.72	73148.61
		Step H	36.9260	2954.08	6400.51	76806.08
2376A	Traffic Signal Maintenance Worker II-A	Step A	28.8668	2309.34	5003.58	60042.94
		Step B	30.3103	2424.82	5253.79	63045.42
		Step C	31.8258	2546.06	5516.47	66197.66
		Step D	33.4170	2673.36	5792.28	69507.36
		Step E	35.0879	2807.03	6081.90	72982.83
		Step F	36.8422	2947.38	6385.98	76631.78
		Step G	38.6843	3094.74	6705.28	80463.34
		Step H	40.6186	3249.49	7040.56	84486.69



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9027A	Wastewater Utility Maintenance Worker I-A	Step A	22.0909	1767.27	3829.09	45949.07
		Step B	23.1955	1855.64	4020.55	48246.64
		Step C	24.3553	1948.42	4221.59	50659.02
		Step D	25.5730	2045.84	4432.65	53191.84
		Step E	26.8517	2148.14	4654.29	55851.54
		Step F	28.1943	2255.54	4887.01	58644.14
		Step G	29.6040	2368.32	5131.36	61576.32
		Step H	31.0842	2486.74	5387.93	64655.14
9029A	Wastewater Utility Maintenance Worker II-A	Step A	26.2429	2099.43	4548.77	54585.23
		Step B	27.5551	2204.41	4776.22	57314.61
		Step C	28.9328	2314.62	5015.02	60180.22
		Step D	30.3794	2430.35	5265.76	63189.15
		Step E	31.8984	2551.87	5529.06	66348.67
		Step F	33.4933	2679.46	5805.51	69666.06
		Step G	35.1680	2813.44	6095.79	73149.44
		Step H	36.9264	2954.11	6400.58	76806.91



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9078A	Water Conservation Specialist-A	Step A	28.9289	2314.31	5014.34	60172.11
		Step B	30.3754	2430.03	5265.07	63180.83
		Step C	31.8942	2551.54	5528.33	66339.94
		Step D	33.4889	2679.11	5804.74	69656.91
		Step E	35.1633	2813.06	6094.97	73139.66
		Step F	36.9214	2953.71	6399.71	76796.51
		Step G	38.7675	3101.40	6719.70	80636.40
		Step H	40.7059	3256.47	7055.69	84668.27
9049A	Water Conservation Worker I-A	Step A	22.0909	1767.27	3829.09	45949.07
		Step B	23.1955	1855.64	4020.55	48246.64
		Step C	24.3553	1948.42	4221.59	50659.02
		Step D	25.5730	2045.84	4432.65	53191.84
		Step E	26.8517	2148.14	4654.29	55851.54
		Step F	28.1943	2255.54	4887.01	58644.14
		Step G	29.6040	2368.32	5131.36	61576.32
		Step H	31.0842	2486.74	5387.93	64655.14



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9051A	Water Conservation Worker II-A	Step A	26.2426	2099.41	4548.72	54584.61
		Step B	27.5548	2204.38	4776.17	57313.98
		Step C	28.9325	2314.60	5014.97	60179.60
		Step D	30.3791	2430.33	5265.71	63188.53
		Step E	31.8981	2551.85	5529.00	66348.05
		Step F	33.4929	2679.43	5805.44	69665.23
		Step G	35.1676	2813.41	6095.72	73148.61
		Step H	36.9260	2954.08	6400.51	76806.08
9246A	Water Distribution Worker I-A	Step A	22.0909	1767.27	3829.09	45949.07
		Step B	23.1955	1855.64	4020.55	48246.64
		Step C	24.3553	1948.42	4221.59	50659.02
		Step D	25.5730	2045.84	4432.65	53191.84
		Step E	26.8517	2148.14	4654.29	55851.54
		Step F	28.1943	2255.54	4887.01	58644.14
		Step G	29.6040	2368.32	5131.36	61576.32
		Step H	31.0842	2486.74	5387.93	64655.14



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9248A	Water Distribution Worker II-A	Step A	26.2426	2099.41	4548.72	54584.61
		Step B	27.5548	2204.38	4776.17	57313.98
		Step C	28.9325	2314.60	5014.97	60179.60
		Step D	30.3791	2430.33	5265.71	63188.53
		Step E	31.8981	2551.85	5529.00	66348.05
		Step F	33.4929	2679.43	5805.44	69665.23
		Step G	35.1676	2813.41	6095.72	73148.61
		Step H	36.9260	2954.08	6400.51	76806.08



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0150B	Electric Apprentice Line Technician-B	Step A	46.8257	3746.06	8116.45	97397.46
		Step B	50.4277	4034.22	8740.80	104889.62
		Step C	54.0297	4322.38	9365.15	112381.78
		Step D	57.6317	4610.54	9989.49	119873.94
		Step E	61.2337	4898.70	10613.84	127366.10
		Step F	64.8356	5186.85	11238.17	134858.05



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2328B	Electric Drafting Technician I-B	Step A	31.2922	2503.38	5423.98	65087.78
		Step B	32.0647	2565.18	5557.88	66694.58
		Step C	32.8566	2628.53	5695.14	68341.73
		Step D	33.6680	2693.44	5835.79	70029.44
		Step E	34.4995	2759.96	5979.91	71758.96
		Step F	35.3514	2828.11	6127.58	73530.91
		Step G	36.2244	2897.95	6278.90	75346.75
		Step H	37.1191	2969.53	6433.98	77207.73
		Step I	38.0357	3042.86	6592.85	79114.26
		Step J	38.9750	3118.00	6755.67	81068.00
		Step K	39.9375	3195.00	6922.50	83070.00
		Step L	40.9238	3273.90	7093.46	85121.50
		Step M	41.9344	3354.75	7268.63	87223.55
		Step N	42.9700	3437.60	7448.13	89377.60
		Step O	44.0312	3522.50	7632.07	91584.90



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2330B	Electric Drafting Technician II-B	Step A	34.4203	2753.62	5966.19	71594.22
		Step B	35.2703	2821.62	6113.52	73362.22
		Step C	36.1413	2891.30	6264.49	75173.90
		Step D	37.0338	2962.70	6419.19	77030.30
		Step E	37.9484	3035.87	6577.72	78932.67
		Step F	38.8855	3110.84	6740.15	80881.84
		Step G	39.8458	3187.66	6906.61	82879.26
		Step H	40.8299	3266.39	7077.18	84926.19
		Step I	41.8381	3347.05	7251.94	87023.25
		Step J	42.8714	3429.71	7431.04	89172.51
		Step K	43.9301	3514.41	7614.55	91374.61
		Step L	45.0149	3601.19	7802.58	93630.99
		Step M	46.1265	3690.12	7995.26	95943.12
		Step N	47.2657	3781.26	8192.72	98312.66
		Step O	48.4329	3874.63	8395.04	100740.43



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2340B	Electric Engineering Technician I-B	Step A	37.9325	3034.60	6574.97	78899.60
		Step B	38.8690	3109.52	6737.29	80847.52
		Step C	39.8289	3186.31	6903.68	82844.11
		Step D	40.8125	3265.00	7074.17	84890.00
		Step E	41.8204	3345.63	7248.87	86986.43
		Step F	42.8532	3428.26	7427.89	89134.66
		Step G	43.9115	3512.92	7611.33	91335.92
		Step H	44.9959	3599.67	7799.29	93591.47
		Step I	46.1071	3688.57	7991.90	95902.77
		Step J	47.2457	3779.66	8189.25	98271.06
		Step K	48.4124	3872.99	8391.48	100697.79
		Step L	49.6080	3968.64	8598.72	103184.64
		Step M	50.8331	4066.65	8811.07	105732.85
		Step N	52.0884	4167.07	9028.66	108343.87
		Step O	53.3748	4269.98	9251.63	111019.58



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2345B	Electric Engineering Technician II-B	Step A	41.7256	3338.05	7232.44	86789.25
		Step B	42.7559	3420.47	7411.02	88932.27
		Step C	43.8118	3504.94	7594.05	91128.54
		Step D	44.8938	3591.50	7781.59	93379.10
		Step E	46.0024	3680.19	7973.75	95684.99
		Step F	47.1385	3771.08	8170.67	98048.08
		Step G	48.3025	3864.20	8372.43	100469.20
		Step H	49.4954	3959.63	8579.20	102950.43
		Step I	50.7177	4057.42	8791.07	105492.82
		Step J	51.9703	4157.62	9008.19	108098.22
		Step K	53.2536	4260.29	9230.62	110767.49
		Step L	54.5688	4365.50	9458.59	113503.10
		Step M	55.9164	4473.31	9692.18	116306.11
		Step N	57.2972	4583.78	9931.51	119178.18
		Step O	58.7123	4696.98	10176.80	122121.58
2285B	Electric Line Technician-B	Step A	72.0396	5763.17	12486.86	149842.37



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2286B	Electric Line Troubleshooter-B	Step A	53.7582	4300.66	9318.09	111817.06
		Step B	55.0859	4406.87	9548.22	114578.67
		Step C	56.4462	4515.70	9784.01	117408.10
		Step D	57.8401	4627.21	10025.62	120307.41
		Step E	59.2685	4741.48	10273.21	123278.48
		Step F	60.7322	4858.58	10526.91	126322.98
		Step G	62.2320	4978.56	10786.88	129442.56
		Step H	63.7689	5101.51	11053.28	132639.31
		Step I	65.3437	5227.50	11326.24	135914.90
		Step J	66.9573	5356.58	11605.93	139271.18
		Step K	68.6109	5488.87	11892.56	142710.67
		Step L	70.3053	5624.42	12186.25	146235.02
		Step M	72.0414	5763.31	12487.18	149846.11
		Step N	73.8206	5905.65	12795.57	153546.85
		Step O	75.6436	6051.49	13111.56	157338.69



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2210B	Electric Materials Technician I-B	Step A	30.6836	2454.69	5318.49	63821.89
		Step B	31.4411	2515.29	5449.79	65397.49
		Step C	32.2176	2577.41	5584.38	67012.61
		Step D	33.0132	2641.06	5722.29	68667.46
		Step E	33.8285	2706.28	5863.61	70363.28
		Step F	34.6639	2773.11	6008.41	72100.91
		Step G	35.5199	2841.59	6156.78	73881.39
		Step H	36.3971	2911.77	6308.83	75705.97
		Step I	37.2960	2983.68	6464.64	77575.68
		Step J	38.2170	3057.36	6624.28	79491.36
		Step K	39.1608	3132.86	6787.87	81454.46
		Step L	40.1278	3210.22	6955.49	83465.82
		Step M	41.1189	3289.51	7127.28	85527.31
		Step N	42.1343	3370.74	7303.28	87639.34
		Step O	43.1748	3453.98	7483.63	89803.58



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2212B	Electric Materials Technician II-B	Step A	33.7519	2700.15	5850.33	70203.95
		Step B	34.5852	2766.82	5994.77	71937.22
		Step C	35.4393	2835.14	6142.81	73713.74
		Step D	36.3145	2905.16	6294.51	75534.16
		Step E	37.2114	2976.91	6449.98	77399.71
		Step F	38.1303	3050.42	6609.25	79311.02
		Step G	39.0719	3125.75	6772.46	81269.55
		Step H	40.0368	3202.94	6939.71	83276.54
		Step I	41.0256	3282.05	7111.10	85333.25
		Step J	42.0387	3363.10	7286.71	87440.50
		Step K	43.0768	3446.14	7466.65	89599.74
		Step L	44.1406	3531.25	7651.04	91812.45
		Step M	45.2307	3618.46	7839.99	94079.86
		Step N	46.3477	3707.82	8033.60	96403.22
		Step O	47.4923	3799.38	8232.00	98783.98



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1031B	Electric Metering Systems Technician I - B	Step A	44.6755	3574.04	7743.75	92925.04
		Step B	45.7786	3662.29	7934.96	95219.49
		Step C	46.9091	3752.73	8130.91	97570.93
		Step D	48.0676	3845.41	8331.72	99980.61
		Step E	49.2546	3940.37	8537.46	102449.57
		Step F	50.4710	4037.68	8748.31	104979.68
		Step G	51.7174	4137.39	8964.35	107572.19
		Step H	52.9946	4239.57	9185.73	110228.77
		Step I	54.3033	4344.26	9412.57	112950.86
		Step J	55.6443	4451.54	9645.01	115740.14
		Step K	57.0185	4561.48	9883.21	118598.48
		Step L	58.4266	4674.13	10127.28	121527.33
		Step M	59.8694	4789.55	10377.36	124528.35
		Step N	61.3479	4907.83	10633.64	127603.63
		Step O	62.8629	5029.03	10896.24	130754.83



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1033B	Electric Metering Systems Technician II - B	Step A	49.1431	3931.45	8518.14	102217.65
		Step B	50.3565	4028.52	8728.46	104741.52
		Step C	51.6000	4128.00	8944.00	107328.00
		Step D	52.8743	4229.94	9164.88	109978.54
		Step E	54.1801	4334.41	9391.22	112694.61
		Step F	55.5181	4441.45	9623.14	115477.65
		Step G	56.8891	4551.13	9860.78	118329.33
		Step H	58.2940	4663.52	10104.29	121251.52
		Step I	59.7336	4778.69	10353.82	124245.89
		Step J	61.2087	4896.70	10609.51	127314.10
		Step K	62.7203	5017.62	10871.52	130458.22
		Step L	64.2692	5141.54	11139.99	133679.94
		Step M	65.8564	5268.51	11415.11	136981.31
		Step N	67.4827	5398.62	11697.00	140364.02
		Step O	69.1492	5531.94	11985.86	143830.34



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2421B	Electric Pre-Apprentice-B	Step A	30.4367	2434.94	5275.69	63308.34
		Step B	32.7780	2622.24	5681.52	68178.24
		Step C	35.1193	2809.54	6087.35	73048.14
		Step D	37.4606	2996.85	6493.17	77918.05
		Step E	39.8019	3184.15	6899.00	82787.95
		Step F	42.1432	3371.46	7304.82	87657.86



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2254B	Electric Preventive Data System Technician-B	Step A	27.8941	2231.53	4834.98	58019.73
		Step B	28.5828	2286.62	4954.35	59452.22
		Step C	29.2887	2343.10	5076.71	60920.50
		Step D	30.0120	2400.96	5202.08	62424.96
		Step E	30.7531	2460.25	5330.54	63966.45
		Step F	31.5126	2521.01	5462.18	65546.21
		Step G	32.2908	2583.26	5597.07	67164.86
		Step H	33.0882	2647.06	5735.29	68823.46
		Step I	33.9054	2712.43	5876.94	70523.23
		Step J	34.7426	2779.41	6022.05	72264.61
		Step K	35.6007	2848.06	6170.79	74049.46
		Step L	36.4798	2918.38	6323.17	75877.98
		Step M	37.3807	2990.46	6479.32	77751.86
		Step N	38.3039	3064.31	6639.34	79672.11
		Step O	39.2498	3139.98	6803.30	81639.58



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1034B	Electric Substation Technician I - B	Step A	45.5989	3647.91	7903.81	94845.71
		Step B	46.7248	3737.98	8098.97	97187.58
		Step C	47.8787	3830.30	8298.97	99587.70
		Step D	49.0611	3924.89	8503.92	102047.09
		Step E	50.2726	4021.81	8713.92	104567.01
		Step F	51.5141	4121.13	8929.11	107149.33
		Step G	52.7863	4222.90	9149.63	109795.50
		Step H	54.0899	4327.19	9375.58	112506.99
		Step I	55.4256	4434.05	9607.10	115285.25
		Step J	56.7944	4543.55	9844.36	118132.35
		Step K	58.1970	4655.76	10087.48	121049.76
		Step L	59.6342	4770.74	10336.59	124039.14
		Step M	61.1069	4888.55	10591.86	127102.35
		Step N	62.6159	5009.27	10853.42	130241.07
		Step O	64.1622	5132.98	11121.45	133457.38



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1035B	Electric Substation Technician II - B	Step A	50.1588	4012.70	8694.19	104330.30
		Step B	51.3973	4111.78	8908.87	106906.38
		Step C	52.6665	4213.32	9128.86	109546.32
		Step D	53.9672	4317.38	9354.31	112251.78
		Step E	55.2999	4423.99	9585.32	115023.79
		Step F	56.6655	4533.24	9822.02	117864.24
		Step G	58.0649	4645.19	10064.58	120774.99
		Step H	59.4989	4759.91	10313.14	123757.71
		Step I	60.9682	4877.46	10567.82	126813.86
		Step J	62.4738	4997.90	10828.79	129945.50
		Step K	64.0167	5121.34	11096.23	133154.74
		Step L	65.5976	5247.81	11370.25	136443.01
		Step M	67.2175	5377.40	11651.03	139812.40
		Step N	68.8775	5510.20	11938.77	143265.20
		Step O	70.5785	5646.28	12233.61	146803.28



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2350B	Electric System Dispatcher-B	Step A	56.3185	4505.48	9761.87	117142.48
		Step B	57.7090	4616.72	10002.89	120034.72
		Step C	59.1342	4730.74	10249.93	122999.14
		Step D	60.5945	4847.56	10503.05	126036.56
		Step E	62.0910	4967.28	10762.44	129149.28
		Step F	63.6243	5089.94	11028.21	132338.54
		Step G	65.1955	5215.64	11300.55	135606.64
		Step H	66.8056	5344.45	11579.64	138955.65
		Step I	68.4553	5476.42	11865.59	142387.02
		Step J	70.1458	5611.66	12158.61	145903.26
		Step K	71.8782	5750.26	12458.89	149506.66
		Step L	73.6532	5892.26	12766.55	153198.66
		Step M	75.4721	6037.77	13081.83	156981.97
		Step N	77.3360	6186.88	13404.91	160858.88
		Step O	79.2457	6339.66	13735.92	164831.06



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2359B	Electric Technology System Technician-B	Step A	47.4024	3792.19	8216.42	98596.99
		Step B	48.5727	3885.82	8419.27	101031.22
		Step C	49.7723	3981.78	8627.20	103526.38
		Step D	51.0014	4080.11	8840.24	106082.91
		Step E	52.2609	4180.87	9058.56	108702.67
		Step F	53.5516	4284.13	9282.28	111387.33
		Step G	54.8741	4389.93	9511.51	114138.13
		Step H	56.2292	4498.34	9746.39	116956.74
		Step I	57.6178	4609.42	9987.09	119845.02
		Step J	59.0406	4723.25	10233.70	122804.45
		Step K	60.4987	4839.90	10486.44	125837.30
		Step L	61.9928	4959.42	10745.42	128945.02
		Step M	63.5237	5081.90	11010.77	132129.30
		Step N	65.0924	5207.39	11282.68	135392.19
		Step O	66.6999	5335.99	11561.32	138735.79



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9250B	Electric Utility Inspection Technician-B	Step A	46.5442	3723.54	8067.66	96811.94
		Step B	47.6934	3815.47	8266.86	99202.27
		Step C	48.8712	3909.70	8471.01	101652.10
		Step D	50.0780	4006.24	8680.19	104162.24
		Step E	51.3148	4105.18	8894.57	106734.78
		Step F	52.5820	4206.56	9114.21	109370.56
		Step G	53.8805	4310.44	9339.29	112071.44
		Step H	55.2111	4416.89	9569.92	114839.09
		Step I	56.5746	4525.97	9806.26	117675.17
		Step J	57.9717	4637.74	10048.43	120581.14
		Step K	59.4033	4752.26	10296.57	123558.86
		Step L	60.8703	4869.62	10550.85	126610.22
		Step M	62.3736	4989.89	10811.42	129737.09
		Step N	63.9139	5113.11	11078.41	132940.91
		Step O	65.4923	5239.38	11352.00	136223.98



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2380B	Electronics Technician I-B	Step A	31.8807	2550.46	5525.99	66311.86
		Step B	32.6680	2613.44	5662.45	67949.44
		Step C	33.4748	2677.98	5802.30	69627.58
		Step D	34.3014	2744.11	5945.58	71346.91
		Step E	35.1485	2811.88	6092.41	73108.88
		Step F	36.0165	2881.32	6242.86	74914.32
		Step G	36.9059	2952.47	6397.02	76764.27
		Step H	37.8173	3025.38	6555.00	78659.98
		Step I	38.7512	3100.10	6716.87	80602.50
		Step J	39.7082	3176.66	6882.75	82593.06
		Step K	40.6889	3255.11	7052.74	84632.91
		Step L	41.6937	3335.50	7226.91	86722.90
		Step M	42.7233	3417.86	7405.37	88864.46
		Step N	43.7784	3502.27	7588.26	91059.07
		Step O	44.8595	3588.76	7775.65	93307.76



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2385B	Electronics Technician II-B	Step A	35.0687	2805.50	6078.57	72942.90
		Step B	35.9347	2874.78	6228.68	74744.18
		Step C	36.8221	2945.77	6382.50	76589.97
		Step D	37.7315	3018.52	6540.13	78481.52
		Step E	38.6633	3093.06	6701.64	80419.66
		Step F	39.6181	3169.45	6867.14	82405.65
		Step G	40.5965	3247.72	7036.73	84440.72
		Step H	41.5990	3327.92	7210.49	86525.92
		Step I	42.6263	3410.10	7388.56	88662.70
		Step J	43.6790	3494.32	7571.03	90852.32
		Step K	44.7576	3580.61	7757.98	93095.81
		Step L	45.8629	3669.03	7949.57	95394.83
		Step M	46.9956	3759.65	8145.90	97750.85
		Step N	48.1562	3852.50	8347.07	100164.90
		Step O	49.3454	3947.63	8553.20	102638.43



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1037B	Environmental Utilities Instrument and Control Technician I - B	Step A	31.8807	2550.46	5525.99	66311.86
		Step B	32.6680	2613.44	5662.45	67949.44
		Step C	33.4748	2677.98	5802.30	69627.58
		Step D	34.3014	2744.11	5945.58	71346.91
		Step E	35.1485	2811.88	6092.41	73108.88
		Step F	36.0165	2881.32	6242.86	74914.32
		Step G	36.9059	2952.47	6397.02	76764.27
		Step H	37.8173	3025.38	6555.00	78659.98
		Step I	38.7512	3100.10	6716.87	80602.50
		Step J	39.7082	3176.66	6882.75	82593.06
		Step K	40.6889	3255.11	7052.74	84632.91
		Step L	41.6937	3335.50	7226.91	86722.90
		Step M	42.7233	3417.86	7405.37	88864.46
		Step N	43.7784	3502.27	7588.26	91059.07
		Step O	44.8595	3588.76	7775.65	93307.76



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1038B	Environmental Utilities Instrument and Control Technician II - B	Step A	35.0687	2805.50	6078.57	72942.90
		Step B	35.9347	2874.78	6228.68	74744.18
		Step C	36.8221	2945.77	6382.50	76589.97
		Step D	37.7315	3018.52	6540.13	78481.52
		Step E	38.6633	3093.06	6701.64	80419.66
		Step F	39.6181	3169.45	6867.14	82405.65
		Step G	40.5965	3247.72	7036.73	84440.72
		Step H	41.5990	3327.92	7210.49	86525.92
		Step I	42.6263	3410.10	7388.56	88662.70
		Step J	43.6790	3494.32	7571.03	90852.32
		Step K	44.7576	3580.61	7757.98	93095.81
		Step L	45.8629	3669.03	7949.57	95394.83
		Step M	46.9956	3759.65	8145.90	97750.85
		Step N	48.1562	3852.50	8347.07	100164.90
		Step O	49.3454	3947.63	8553.20	102638.43



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3608B	Instrument and Control Technician-B	Step A	49.7737	3981.90	8627.44	103529.30
		Step B	51.0027	4080.22	8840.47	106085.62
		Step C	52.2622	4180.98	9058.78	108705.38
		Step D	53.5528	4284.22	9282.49	111389.82
		Step E	54.8754	4390.03	9511.74	114140.83
		Step F	56.2306	4498.45	9746.64	116959.65
		Step G	57.6192	4609.54	9987.33	119847.94
		Step H	59.0421	4723.37	10233.96	122807.57
		Step I	60.5002	4840.02	10486.70	125840.42
		Step J	61.9943	4959.54	10745.68	128948.14
		Step K	63.5253	5082.02	11011.05	132132.62
		Step L	65.0940	5207.52	11282.96	135395.52
		Step M	66.7015	5336.12	11561.59	138739.12
		Step N	68.3487	5467.90	11847.11	142165.30
		Step O	70.0366	5602.93	12139.68	145676.13



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4520B	Materials Technician-B	Step A	32.1447	2571.58	5571.75	66860.98
		Step B	32.9384	2635.07	5709.32	68511.87
		Step C	33.7517	2700.14	5850.29	70203.54
		Step D	34.5852	2766.82	5994.77	71937.22
		Step E	35.4393	2835.14	6142.81	73713.74
		Step F	36.3145	2905.16	6294.51	75534.16
		Step G	37.2114	2976.91	6449.98	77399.71
		Step H	38.1303	3050.42	6609.25	79311.02
		Step I	39.0719	3125.75	6772.46	81269.55
		Step J	40.0368	3202.94	6939.71	83276.54
		Step K	41.0256	3282.05	7111.10	85333.25
		Step L	42.0387	3363.10	7286.71	87440.50
		Step M	43.0768	3446.14	7466.65	89599.74
		Step N	44.1407	3531.26	7651.05	91812.66
		Step O	45.2307	3618.46	7839.99	94079.86



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5316B	Plant and Equipment Maintenance Worker I-B	Step A	21.9552	1756.42	3805.57	45666.82
		Step B	22.4974	1799.79	3899.55	46794.59
		Step C	23.0529	1844.23	3995.84	47950.03
		Step D	23.6222	1889.78	4094.51	49134.18
		Step E	24.2055	1936.44	4195.62	50347.44
		Step F	24.8033	1984.26	4299.24	51590.86
		Step G	25.4158	2033.26	4405.41	52864.86
		Step H	26.0435	2083.48	4514.21	54170.48
		Step I	26.6867	2134.94	4625.69	55508.34
		Step J	27.3457	2187.66	4739.92	56879.06
		Step K	28.0210	2241.68	4856.97	58283.68
		Step L	28.7130	2297.04	4976.92	59723.04
		Step M	29.4221	2353.77	5099.83	61197.97
		Step N	30.1486	2411.89	5225.76	62709.09
		Step O	30.8932	2471.46	5354.82	64257.86



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5319B	Plant and Equipment Maintenance Worker II-B	Step A	24.1507	1932.06	4186.12	50233.46
		Step B	24.7471	1979.77	4289.50	51473.97
		Step C	25.3582	2028.66	4395.42	52745.06
		Step D	25.9844	2078.75	4503.96	54047.55
		Step E	26.6261	2130.09	4615.19	55382.29
		Step F	27.2836	2182.69	4729.16	56749.89
		Step G	27.9574	2236.59	4845.95	58151.39
		Step H	28.6478	2291.82	4965.62	59587.42
		Step I	29.3554	2348.43	5088.27	61059.23
		Step J	30.0803	2406.42	5213.92	62567.02
		Step K	30.8231	2465.85	5342.67	64112.05
		Step L	31.5843	2526.74	5474.61	65695.34
		Step M	32.3643	2589.14	5609.81	67317.74
		Step N	33.1636	2653.09	5748.36	68980.29
		Step O	33.9826	2718.61	5890.32	70683.81



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5327B	Plant and Equipment Mechanic I-B	Step A	26.5659	2125.27	4604.76	55257.07
		Step B	27.2218	2177.74	4718.45	56621.34
		Step C	27.8940	2231.52	4834.96	58019.52
		Step D	28.5828	2286.62	4954.35	59452.22
		Step E	29.2887	2343.10	5076.71	60920.50
		Step F	30.0120	2400.96	5202.08	62424.96
		Step G	30.7531	2460.25	5330.54	63966.45
		Step H	31.5126	2521.01	5462.18	65546.21
		Step I	32.2908	2583.26	5597.07	67164.86
		Step J	33.0883	2647.06	5735.31	68823.66
		Step K	33.9054	2712.43	5876.94	70523.23
		Step L	34.7428	2779.42	6022.09	72265.02
		Step M	35.6007	2848.06	6170.79	74049.46
		Step N	36.4799	2918.39	6323.18	75878.19
		Step O	37.3808	2990.46	6479.34	77752.06



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5328B	Plant and Equipment Mechanic II-B	Step A	29.2219	2337.75	5065.13	60781.55
		Step B	29.9434	2395.47	5190.19	62282.27
		Step C	30.6829	2454.63	5318.37	63820.43
		Step D	31.4406	2515.25	5449.70	65396.45
		Step E	32.2171	2577.37	5584.30	67011.57
		Step F	33.0127	2641.02	5722.20	68666.42
		Step G	33.8279	2706.23	5863.50	70362.03
		Step H	34.6633	2773.06	6008.31	72099.66
		Step I	35.5193	2841.54	6156.68	73880.14
		Step J	36.3965	2911.72	6308.73	75704.72
		Step K	37.2953	2983.62	6464.52	77574.22
		Step L	38.2163	3057.30	6624.16	79489.90
		Step M	39.1601	3132.81	6787.75	81453.01
		Step N	40.1272	3210.18	6955.38	83464.58
		Step O	41.1181	3289.45	7127.14	85525.65



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5595B	Power Engineer I-B	Step A	46.6199	3729.59	8080.78	96969.39
		Step B	47.7710	3821.68	8280.31	99363.68
		Step C	48.9507	3916.06	8484.79	101817.46
		Step D	50.1595	4012.76	8694.31	104331.76
		Step E	51.3982	4111.86	8909.02	106908.26
		Step F	52.6676	4213.41	9129.05	109548.61
		Step G	53.9682	4317.46	9354.49	112253.86
		Step H	55.3009	4424.07	9585.49	115025.87
		Step I	56.6666	4533.33	9822.21	117866.53
		Step J	58.0660	4645.28	10064.77	120777.28
		Step K	59.5000	4760.00	10313.33	123760.00
		Step L	60.9694	4877.55	10568.03	126816.35
		Step M	62.4751	4998.01	10829.02	129948.21
		Step N	64.0180	5121.44	11096.45	133157.44
		Step O	65.5989	5247.91	11370.48	136445.71



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5596B	Power Engineer II-B	Step A	51.2832	4102.66	8889.09	106669.06
		Step B	52.5495	4203.96	9108.58	109302.96
		Step C	53.8473	4307.78	9333.53	112002.38
		Step D	55.1770	4414.16	9564.01	114768.16
		Step E	56.5396	4523.17	9800.20	117602.37
		Step F	57.9359	4634.87	10042.22	120506.67
		Step G	59.3667	4749.34	10290.23	123482.74
		Step H	60.8327	4866.62	10544.33	126532.02
		Step I	62.3351	4986.81	10804.75	129657.01
		Step J	63.8744	5109.95	11071.56	132858.75
		Step K	65.4518	5236.14	11344.98	136139.74
		Step L	67.0682	5365.46	11625.15	139501.86
		Step M	68.7244	5497.95	11912.23	142946.75
		Step N	70.4216	5633.73	12206.41	146476.93
		Step O	72.1607	5772.86	12507.85	150094.26



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5590B	Power Plant Engineer I-B	Step A	46.6199	3729.59	8080.78	96969.39
		Step B	47.7710	3821.68	8280.31	99363.68
		Step C	48.9507	3916.06	8484.79	101817.46
		Step D	50.1595	4012.76	8694.31	104331.76
		Step E	51.3982	4111.86	8909.02	106908.26
		Step F	52.6676	4213.41	9129.05	109548.61
		Step G	53.9682	4317.46	9354.49	112253.86
		Step H	55.3009	4424.07	9585.49	115025.87
		Step I	56.6666	4533.33	9822.21	117866.53
		Step J	58.0660	4645.28	10064.77	120777.28
		Step K	59.5000	4760.00	10313.33	123760.00
		Step L	60.9694	4877.55	10568.03	126816.35
		Step M	62.4751	4998.01	10829.02	129948.21
		Step N	64.0180	5121.44	11096.45	133157.44
		Step O	65.5989	5247.91	11370.48	136445.71



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5591B	Power Plant Engineer II-B	Step A	51.2819	4102.55	8888.86	106666.35
		Step B	52.5481	4203.85	9108.34	109300.05
		Step C	53.8458	4307.66	9333.27	111999.26
		Step D	55.1755	4414.04	9563.75	114765.04
		Step E	56.5381	4523.05	9799.94	117599.25
		Step F	57.9343	4634.74	10041.95	120503.34
		Step G	59.3651	4749.21	10289.95	123479.41
		Step H	60.8311	4866.49	10544.06	126528.69
		Step I	62.3334	4986.67	10804.46	129653.47
		Step J	63.8727	5109.82	11071.27	132855.22
		Step K	65.4501	5236.01	11344.68	136136.21
		Step L	67.0664	5365.31	11624.84	139498.11
		Step M	68.7226	5497.81	11911.92	142943.01
		Step N	70.4197	5633.58	12206.08	146472.98
		Step O	72.1588	5772.70	12507.53	150090.30



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5526B	Power Plant Mechanic-B	Step A	45.2477	3619.82	7842.93	94115.22
		Step B	46.3650	3709.20	8036.60	96439.20
		Step C	47.5100	3800.80	8235.07	98820.80
		Step D	48.6832	3894.66	8438.42	101261.06
		Step E	49.8855	3990.84	8646.82	103761.84
		Step F	51.1175	4089.40	8860.37	106324.40
		Step G	52.3798	4190.38	9079.17	108949.98
		Step H	53.6733	4293.86	9303.37	111640.46
		Step I	54.9988	4399.90	9533.13	114397.50
		Step J	56.3571	4508.57	9768.56	117222.77
		Step K	57.7488	4619.90	10009.79	120117.50
		Step L	59.1749	4733.99	10256.98	123083.79
		Step M	60.6363	4850.90	10510.29	126123.50
		Step N	62.1337	4970.70	10769.84	129238.10
		Step O	63.6681	5093.45	11035.80	132429.65



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5522B	Power Plant Operator Technician I-B	Step A	43.0930	3447.44	7469.45	89633.44
		Step B	44.1570	3532.56	7653.88	91846.56
		Step C	45.2475	3619.80	7842.90	94114.80
		Step D	46.3649	3709.19	8036.58	96438.99
		Step E	47.5099	3800.79	8235.05	98820.59
		Step F	48.6832	3894.66	8438.42	101261.06
		Step G	49.8854	3990.83	8646.80	103761.63
		Step H	51.1174	4089.39	8860.35	106324.19
		Step I	52.3797	4190.38	9079.15	108949.78
		Step J	53.6733	4293.86	9303.37	111640.46
		Step K	54.9987	4399.90	9533.11	114397.30
		Step L	56.3570	4508.56	9768.55	117222.56
		Step M	57.7488	4619.90	10009.79	120117.50
		Step N	59.1749	4733.99	10256.98	123083.79
		Step O	60.6363	4850.90	10510.29	126123.50



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5523B	Power Plant Operator Technician II-B	Step A	47.4024	3792.19	8216.42	98596.99
		Step B	48.5728	3885.82	8419.29	101031.42
		Step C	49.7723	3981.78	8627.20	103526.38
		Step D	51.0015	4080.12	8840.26	106083.12
		Step E	52.2610	4180.88	9058.57	108702.88
		Step F	53.5516	4284.13	9282.28	111387.33
		Step G	54.8741	4389.93	9511.51	114138.13
		Step H	56.2292	4498.34	9746.39	116956.74
		Step I	57.6178	4609.42	9987.09	119845.02
		Step J	59.0408	4723.26	10233.74	122804.86
		Step K	60.4987	4839.90	10486.44	125837.30
		Step L	61.9928	4959.42	10745.42	128945.02
		Step M	63.5238	5081.90	11010.79	132129.50
		Step N	65.0925	5207.40	11282.70	135392.40
		Step O	66.6999	5335.99	11561.32	138735.79



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5401B	Predictive Maintenance Technician I-B	Step A	31.8807	2550.46	5525.99	66311.86
		Step B	32.6680	2613.44	5662.45	67949.44
		Step C	33.4748	2677.98	5802.30	69627.58
		Step D	34.3014	2744.11	5945.58	71346.91
		Step E	35.1485	2811.88	6092.41	73108.88
		Step F	36.0165	2881.32	6242.86	74914.32
		Step G	36.9059	2952.47	6397.02	76764.27
		Step H	37.8173	3025.38	6555.00	78659.98
		Step I	38.7512	3100.10	6716.87	80602.50
		Step J	39.7082	3176.66	6882.75	82593.06
		Step K	40.6889	3255.11	7052.74	84632.91
		Step L	41.6937	3335.50	7226.91	86722.90
		Step M	42.7233	3417.86	7405.37	88864.46
		Step N	43.7784	3502.27	7588.26	91059.07
		Step O	44.8595	3588.76	7775.65	93307.76



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5402B	Predictive Maintenance Technician II-B	Step A	35.0687	2805.50	6078.57	72942.90
		Step B	35.9347	2874.78	6228.68	74744.18
		Step C	36.8221	2945.77	6382.50	76589.97
		Step D	37.7315	3018.52	6540.13	78481.52
		Step E	38.6633	3093.06	6701.64	80419.66
		Step F	39.6181	3169.45	6867.14	82405.65
		Step G	40.5965	3247.72	7036.73	84440.72
		Step H	41.5990	3327.92	7210.49	86525.92
		Step I	42.6263	3410.10	7388.56	88662.70
		Step J	43.6790	3494.32	7571.03	90852.32
		Step K	44.7576	3580.61	7757.98	93095.81
		Step L	45.8629	3669.03	7949.57	95394.83
		Step M	46.9956	3759.65	8145.90	97750.85
		Step N	48.1562	3852.50	8347.07	100164.90
		Step O	49.3454	3947.63	8553.20	102638.43



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5533B	Preventative Maintenance Coordinator-B	Step A	31.8913	2551.30	5527.83	66333.90
		Step B	32.6787	2614.30	5664.31	67971.70
		Step C	33.4857	2678.86	5804.19	69650.26
		Step D	34.3127	2745.02	5947.53	71370.42
		Step E	35.1600	2812.80	6094.40	73132.80
		Step F	36.0283	2882.26	6244.91	74938.86
		Step G	36.9181	2953.45	6399.14	76789.65
		Step H	37.8298	3026.38	6557.17	78685.98
		Step I	38.7640	3101.12	6719.09	80629.12
		Step J	39.7213	3177.70	6885.03	82620.30
		Step K	40.7022	3256.18	7055.05	84660.58
		Step L	41.7074	3336.59	7229.28	86751.39
		Step M	42.7374	3418.99	7407.82	88893.79
		Step N	43.7928	3503.42	7590.75	91089.02
		Step O	44.8743	3589.94	7778.21	93338.54



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5500B	Preventative Maintenance Technician I-B	Step A	28.9823	2318.58	5023.60	60283.18
		Step B	29.6981	2375.85	5147.67	61772.05
		Step C	30.4315	2434.52	5274.79	63297.52
		Step D	31.1830	2494.64	5405.05	64860.64
		Step E	31.9531	2556.25	5538.54	66462.45
		Step F	32.7422	2619.38	5675.31	68103.78
		Step G	33.5507	2684.06	5815.45	69785.46
		Step H	34.3793	2750.34	5959.08	71508.94
		Step I	35.2283	2818.26	6106.24	73274.86
		Step J	36.0983	2887.86	6257.04	75084.46
		Step K	36.9897	2959.18	6411.55	76938.58
		Step L	37.9033	3032.26	6569.91	78838.86
		Step M	38.8393	3107.14	6732.15	80785.74
		Step N	39.7984	3183.87	6898.39	82780.67
		Step O	40.7813	3262.50	7068.76	84825.10



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5502B	Preventative Maintenance Technician II-B	Step A	31.8807	2550.46	5525.99	66311.86
		Step B	32.6679	2613.43	5662.44	67949.23
		Step C	33.4747	2677.98	5802.28	69627.38
		Step D	34.3013	2744.10	5945.56	71346.70
		Step E	35.1485	2811.88	6092.41	73108.88
		Step F	36.0165	2881.32	6242.86	74914.32
		Step G	36.9059	2952.47	6397.02	76764.27
		Step H	37.8173	3025.38	6555.00	78659.98
		Step I	38.7512	3100.10	6716.87	80602.50
		Step J	39.7082	3176.66	6882.75	82593.06
		Step K	40.6889	3255.11	7052.74	84632.91
		Step L	41.6936	3335.49	7226.89	86722.69
		Step M	42.7233	3417.86	7405.37	88864.46
		Step N	43.7784	3502.27	7588.26	91059.07
		Step O	44.8594	3588.75	7775.63	93307.55



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7020B	SCADA System Technician-B	Step A	35.0687	2805.50	6078.57	72942.90
		Step B	35.9347	2874.78	6228.68	74744.18
		Step C	36.8221	2945.77	6382.50	76589.97
		Step D	37.7315	3018.52	6540.13	78481.52
		Step E	38.6633	3093.06	6701.64	80419.66
		Step F	39.6181	3169.45	6867.14	82405.65
		Step G	40.5965	3247.72	7036.73	84440.72
		Step H	41.5990	3327.92	7210.49	86525.92
		Step I	42.6263	3410.10	7388.56	88662.70
		Step J	43.6790	3494.32	7571.03	90852.32
		Step K	44.7576	3580.61	7757.98	93095.81
		Step L	45.8629	3669.03	7949.57	95394.83
		Step M	46.9956	3759.65	8145.90	97750.85
		Step N	48.1562	3852.50	8347.07	100164.90
		Step O	49.3454	3947.63	8553.20	102638.43



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7118B	Senior Electric Line Technician-B	Step A	56.3185	4505.48	9761.87	117142.48
		Step B	57.7090	4616.72	10002.89	120034.72
		Step C	59.1342	4730.74	10249.93	122999.14
		Step D	60.5945	4847.56	10503.05	126036.56
		Step E	62.0910	4967.28	10762.44	129149.28
		Step F	63.6243	5089.94	11028.21	132338.54
		Step G	65.1955	5215.64	11300.55	135606.64
		Step H	66.8056	5344.45	11579.64	138955.65
		Step I	68.4553	5476.42	11865.59	142387.02
		Step J	70.1458	5611.66	12158.61	145903.26
		Step K	71.8782	5750.26	12458.89	149506.66
		Step L	73.6532	5892.26	12766.55	153198.66
		Step M	75.4721	6037.77	13081.83	156981.97
		Step N	77.3360	6186.88	13404.91	160858.88
		Step O	79.2457	6339.66	13735.92	164831.06



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7169B	Senior Electric Materials Technician-B	Step A	37.1271	2970.17	6435.36	77224.37
		Step B	38.0437	3043.50	6594.24	79130.90
		Step C	38.9832	3118.66	6757.09	81085.06
		Step D	39.9460	3195.68	6923.97	83087.68
		Step E	40.9324	3274.59	7094.95	85139.39
		Step F	41.9434	3355.47	7270.19	87242.27
		Step G	42.9791	3438.33	7449.71	89396.53
		Step H	44.0405	3523.24	7633.69	91604.24
		Step I	45.1281	3610.25	7822.20	93866.45
		Step J	46.2426	3699.41	8015.38	96184.61
		Step K	47.3845	3790.76	8213.31	98559.76
		Step L	48.5547	3884.38	8416.15	100993.78
		Step M	49.7538	3980.30	8623.99	103487.90
		Step N	50.9825	4078.60	8836.97	106043.60
		Step O	52.2415	4179.32	9055.19	108662.32



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1036B	Senior Electric Metering Systems Technician - B	Step A	54.0578	4324.62	9370.02	112440.22
		Step B	55.3926	4431.41	9601.38	115216.61
		Step C	56.7605	4540.84	9838.49	118061.84
		Step D	58.1622	4652.98	10081.45	120977.38
		Step E	59.5986	4767.89	10330.42	123965.09
		Step F	61.0704	4885.63	10585.54	127026.43
		Step G	62.5785	5006.28	10846.94	130163.28
		Step H	64.1239	5129.91	11114.81	133377.71
		Step I	65.7075	5256.60	11389.30	136671.60
		Step J	67.3302	5386.42	11670.57	140046.82
		Step K	68.9929	5519.43	11958.77	143505.23
		Step L	70.6967	5655.74	12254.09	147049.14
		Step M	72.4426	5795.41	12556.72	150680.61
		Step N	74.2316	5938.53	12866.81	154401.73
		Step O	76.0648	6085.18	13184.57	158214.78



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7126B	Senior Electric Substation Technician-B	Step A	55.1730	4413.84	9563.32	114759.84
		Step B	56.5353	4522.82	9799.45	117593.42
		Step C	57.9315	4634.52	10041.46	120497.52
		Step D	59.3621	4748.97	10289.43	123473.17
		Step E	60.8280	4866.24	10543.52	126522.24
		Step F	62.3303	4986.42	10803.92	129647.02
		Step G	63.8695	5109.56	11070.71	132848.56
		Step H	65.4468	5235.74	11344.11	136129.34
		Step I	67.0630	5365.04	11624.25	139491.04
		Step J	68.7192	5497.54	11911.33	142935.94
		Step K	70.4162	5633.30	12205.47	146465.70
		Step L	72.1551	5772.41	12506.88	150082.61
		Step M	73.9371	5914.97	12815.76	153789.17
		Step N	75.7630	6061.04	13132.25	157587.04
		Step O	77.6340	6210.72	13456.56	161478.72



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7168B	Senior Electric System Dispatcher-B	Step A	61.9503	4956.02	10738.05	128856.62
		Step B	63.4799	5078.39	11003.18	132038.19
		Step C	65.0475	5203.80	11274.90	135298.80
		Step D	66.6539	5332.31	11553.34	138640.11
		Step E	68.2999	5463.99	11838.65	142063.79
		Step F	69.9866	5598.93	12131.01	145572.13
		Step G	71.7149	5737.19	12430.58	149166.99
		Step H	73.4860	5878.88	12737.57	152850.88
		Step I	75.3008	6024.06	13052.14	156625.66
		Step J	77.1603	6172.82	13374.45	160493.42
		Step K	79.0659	6325.27	13704.76	164457.07
		Step L	81.0185	6481.48	14043.21	168518.48
		Step M	83.0192	6641.54	14389.99	172679.94
		Step N	85.0694	6805.55	14745.36	176944.35
		Step O	87.1703	6973.62	15109.52	181314.22



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7170B	Senior Electronic Technician-B	Step A	38.5756	3086.05	6686.44	80237.25
		Step B	39.5282	3162.26	6851.55	82218.66
		Step C	40.5043	3240.34	7020.75	84248.94
		Step D	41.5046	3320.37	7194.13	86329.57
		Step E	42.5296	3402.37	7371.80	88461.57
		Step F	43.5800	3486.40	7553.87	90646.40
		Step G	44.6562	3572.50	7740.41	92884.90
		Step H	45.7589	3660.71	7931.54	95178.51
		Step I	46.8890	3751.12	8127.43	97529.12
		Step J	48.0469	3843.75	8328.13	99937.55
		Step K	49.2335	3938.68	8533.81	102405.68
		Step L	50.4493	4035.94	8744.55	104934.54
		Step M	51.6952	4135.62	8960.50	107526.02
		Step N	52.9718	4237.74	9181.78	110181.34
		Step O	54.2800	4342.40	9408.53	112902.40



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7205B	Senior Plant and Equipment Mechanic-B	Step A	32.1447	2571.58	5571.75	66860.98
		Step B	32.9384	2635.07	5709.32	68511.87
		Step C	33.7517	2700.14	5850.29	70203.54
		Step D	34.5852	2766.82	5994.77	71937.22
		Step E	35.4393	2835.14	6142.81	73713.74
		Step F	36.3145	2905.16	6294.51	75534.16
		Step G	37.2114	2976.91	6449.98	77399.71
		Step H	38.1303	3050.42	6609.25	79311.02
		Step I	39.0719	3125.75	6772.46	81269.55
		Step J	40.0368	3202.94	6939.71	83276.54
		Step K	41.0256	3282.05	7111.10	85333.25
		Step L	42.0387	3363.10	7286.71	87440.50
		Step M	43.0768	3446.14	7466.65	89599.74
		Step N	44.1407	3531.26	7651.05	91812.66
		Step O	45.2307	3618.46	7839.99	94079.86



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7152B	Senior Power Plant Operator Technician-B	Step A	52.1425	4171.40	9038.03	108456.40
		Step B	53.4301	4274.41	9261.22	111134.61
		Step C	54.7496	4379.97	9489.93	113879.17
		Step D	56.1015	4488.12	9724.26	116691.12
		Step E	57.4870	4598.96	9964.41	119572.96
		Step F	58.9067	4712.54	10210.49	122525.94
		Step G	60.3614	4828.91	10462.64	125551.71
		Step H	61.8520	4948.16	10721.01	128652.16
		Step I	63.3795	5070.36	10985.78	131829.36
		Step J	64.9447	5195.58	11257.08	135084.98
		Step K	66.5486	5323.89	11535.09	138421.09
		Step L	68.1920	5455.36	11819.95	141839.36
		Step M	69.8760	5590.08	12111.84	145342.08
		Step N	71.6016	5728.13	12410.94	148931.33
		Step O	73.3699	5869.59	12717.45	152609.39



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7284B	Senior Preventative Maintenance Technician-B	Step A	38.5756	3086.05	6686.44	80237.25
		Step B	39.5282	3162.26	6851.55	82218.66
		Step C	40.5043	3240.34	7020.75	84248.94
		Step D	41.5046	3320.37	7194.13	86329.57
		Step E	42.5296	3402.37	7371.80	88461.57
		Step F	43.5800	3486.40	7553.87	90646.40
		Step G	44.6562	3572.50	7740.41	92884.90
		Step H	45.7589	3660.71	7931.54	95178.51
		Step I	46.8890	3751.12	8127.43	97529.12
		Step J	48.0469	3843.75	8328.13	99937.55
		Step K	49.2335	3938.68	8533.81	102405.68
		Step L	50.4493	4035.94	8744.55	104934.54
		Step M	51.6952	4135.62	8960.50	107526.02
		Step N	52.9718	4237.74	9181.78	110181.34
		Step O	54.2800	4342.40	9408.53	112902.40



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9559B	Senior SCADA System Technician-B	Step A	38.5756	3086.05	6686.44	80237.25
		Step B	39.5282	3162.26	6851.55	82218.66
		Step C	40.5043	3240.34	7020.75	84248.94
		Step D	41.5046	3320.37	7194.13	86329.57
		Step E	42.5296	3402.37	7371.80	88461.57
		Step F	43.5799	3486.39	7553.85	90646.19
		Step G	44.6561	3572.49	7740.39	92884.69
		Step H	45.7589	3660.71	7931.54	95178.51
		Step I	46.8890	3751.12	8127.43	97529.12
		Step J	48.0469	3843.75	8328.13	99937.55
		Step K	49.2334	3938.67	8533.79	102405.47
		Step L	50.4492	4035.94	8744.53	104934.34
		Step M	51.6951	4135.61	8960.48	107525.81
		Step N	52.9717	4237.74	9181.76	110181.14
		Step O	54.2800	4342.40	9408.53	112902.40



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7202B	Senior Wastewater Utility Maintenance Worker-B	Step A	28.9289	2314.31	5014.34	60172.11
		Step B	29.6432	2371.46	5138.15	61657.86
		Step C	30.3753	2430.02	5265.05	63180.62
		Step D	31.1254	2490.03	5395.07	64740.83
		Step E	31.8941	2551.53	5528.31	66339.73
		Step F	32.6817	2614.54	5664.83	67977.94
		Step G	33.4888	2679.10	5804.73	69656.70
		Step H	34.3158	2745.26	5948.07	71376.86
		Step I	35.1632	2813.06	6094.95	73139.46
		Step J	36.0316	2882.53	6245.48	74945.73
		Step K	36.9214	2953.71	6399.71	76796.51
		Step L	37.8332	3026.66	6557.75	78693.06
		Step M	38.7675	3101.40	6719.70	80636.40
		Step N	39.7250	3178.00	6885.67	82628.00
		Step O	40.7059	3256.47	7055.69	84668.27



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7204B	Senior Water Distribution Worker-B	Step A	28.9289	2314.31	5014.34	60172.11
		Step B	29.6432	2371.46	5138.15	61657.86
		Step C	30.3753	2430.02	5265.05	63180.62
		Step D	31.1254	2490.03	5395.07	64740.83
		Step E	31.8941	2551.53	5528.31	66339.73
		Step F	32.6817	2614.54	5664.83	67977.94
		Step G	33.4888	2679.10	5804.73	69656.70
		Step H	34.3158	2745.26	5948.07	71376.86
		Step I	35.1632	2813.06	6094.95	73139.46
		Step J	36.0316	2882.53	6245.48	74945.73
		Step K	36.9214	2953.71	6399.71	76796.51
		Step L	37.8332	3026.66	6557.75	78693.06
		Step M	38.7675	3101.40	6719.70	80636.40
		Step N	39.7250	3178.00	6885.67	82628.00
		Step O	40.7059	3256.47	7055.69	84668.27



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2375B	Traffic Signal Maintenance Worker I-B	Step A	26.2426	2099.41	4548.72	54584.61
		Step B	26.8906	2151.25	4661.04	55932.45
		Step C	27.5547	2204.38	4776.15	57313.78
		Step D	28.2351	2258.81	4894.08	58729.01
		Step E	28.9324	2314.59	5014.95	60179.39
		Step F	29.6469	2371.75	5138.80	61665.55
		Step G	30.3790	2430.32	5265.69	63188.32
		Step H	31.1292	2490.34	5395.73	64748.74
		Step I	31.8980	2551.84	5528.99	66347.84
		Step J	32.6857	2614.86	5665.52	67986.26
		Step K	33.4929	2679.43	5805.44	69665.23
		Step L	34.3200	2745.60	5948.80	71385.60
		Step M	35.1676	2813.41	6095.72	73148.61
		Step N	36.0361	2882.89	6246.26	74955.09
		Step O	36.9260	2954.08	6400.51	76806.08



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2376B	Traffic Signal Maintenance Worker II-B	Step A	28.8668	2309.34	5003.58	60042.94
		Step B	29.5796	2366.37	5127.13	61525.57
		Step C	30.3102	2424.82	5253.77	63045.22
		Step D	31.0586	2484.69	5383.49	64601.89
		Step E	31.8257	2546.06	5516.45	66197.46
		Step F	32.6116	2608.93	5652.68	67832.13
		Step G	33.4169	2673.35	5792.26	69507.15
		Step H	34.2422	2739.38	5935.31	71223.78
		Step I	35.0878	2807.02	6081.89	72982.62
		Step J	35.9543	2876.34	6232.08	74784.94
		Step K	36.8422	2947.38	6385.98	76631.78
		Step L	37.7521	3020.17	6543.70	78524.37
		Step M	38.6843	3094.74	6705.28	80463.34
		Step N	39.6397	3171.18	6870.88	82450.58
		Step O	40.6186	3249.49	7040.56	84486.69



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9027B	Wastewater Utility Maintenance Worker I-B	Step A	22.0909	1767.27	3829.09	45949.07
		Step B	22.6363	1810.90	3923.63	47083.50
		Step C	23.1954	1855.63	4020.54	48246.43
		Step D	23.7683	1901.46	4119.84	49438.06
		Step E	24.3552	1948.42	4221.57	50658.82
		Step F	24.9566	1996.53	4325.81	51909.73
		Step G	25.5730	2045.84	4432.65	53191.84
		Step H	26.2045	2096.36	4542.11	54505.36
		Step I	26.8516	2148.13	4654.28	55851.33
		Step J	27.5147	2201.18	4769.21	57230.58
		Step K	28.1942	2255.54	4886.99	58643.94
		Step L	28.8905	2311.24	5007.69	60092.24
		Step M	29.6040	2368.32	5131.36	61576.32
		Step N	30.3350	2426.80	5258.07	63096.80
		Step O	31.0842	2486.74	5387.93	64655.14



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9029B	Wastewater Utility Maintenance Worker II-B	Step A	26.2429	2099.43	4548.77	54585.23
		Step B	26.8908	2151.26	4661.07	55932.86
		Step C	27.5550	2204.40	4776.20	57314.40
		Step D	28.2354	2258.83	4894.14	58729.63
		Step E	28.9327	2314.62	5015.00	60180.02
		Step F	29.6472	2371.78	5138.85	61666.18
		Step G	30.3793	2430.34	5265.75	63188.94
		Step H	31.1296	2490.37	5395.80	64749.57
		Step I	31.8983	2551.86	5529.04	66348.46
		Step J	32.6861	2614.89	5665.59	67987.09
		Step K	33.4933	2679.46	5805.51	69666.06
		Step L	34.3204	2745.63	5948.87	71386.43
		Step M	35.1680	2813.44	6095.79	73149.44
		Step N	36.0364	2882.91	6246.31	74955.71
		Step O	36.9264	2954.11	6400.58	76806.91



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9078B	Water Conservation Specialist-B	Step A	28.9289	2314.31	5014.34	60172.11
		Step B	29.6432	2371.46	5138.15	61657.86
		Step C	30.3753	2430.02	5265.05	63180.62
		Step D	31.1254	2490.03	5395.07	64740.83
		Step E	31.8941	2551.53	5528.31	66339.73
		Step F	32.6817	2614.54	5664.83	67977.94
		Step G	33.4888	2679.10	5804.73	69656.70
		Step H	34.3158	2745.26	5948.07	71376.86
		Step I	35.1632	2813.06	6094.95	73139.46
		Step J	36.0316	2882.53	6245.48	74945.73
		Step K	36.9214	2953.71	6399.71	76796.51
		Step L	37.8332	3026.66	6557.75	78693.06
		Step M	38.7675	3101.40	6719.70	80636.40
		Step N	39.7250	3178.00	6885.67	82628.00
		Step O	40.7059	3256.47	7055.69	84668.27



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9049B	Water Conservation Worker I-B	Step A	22.0909	1767.27	3829.09	45949.07
		Step B	22.6363	1810.90	3923.63	47083.50
		Step C	23.1954	1855.63	4020.54	48246.43
		Step D	23.7683	1901.46	4119.84	49438.06
		Step E	24.3552	1948.42	4221.57	50658.82
		Step F	24.9566	1996.53	4325.81	51909.73
		Step G	25.5730	2045.84	4432.65	53191.84
		Step H	26.2045	2096.36	4542.11	54505.36
		Step I	26.8516	2148.13	4654.28	55851.33
		Step J	27.5147	2201.18	4769.21	57230.58
		Step K	28.1942	2255.54	4886.99	58643.94
		Step L	28.8905	2311.24	5007.69	60092.24
		Step M	29.6040	2368.32	5131.36	61576.32
		Step N	30.3350	2426.80	5258.07	63096.80
		Step O	31.0842	2486.74	5387.93	64655.14



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9051B	Water Conservation Worker II-B	Step A	26.2426	2099.41	4548.72	54584.61
		Step B	26.8906	2151.25	4661.04	55932.45
		Step C	27.5547	2204.38	4776.15	57313.78
		Step D	28.2351	2258.81	4894.08	58729.01
		Step E	28.9324	2314.59	5014.95	60179.39
		Step F	29.6469	2371.75	5138.80	61665.55
		Step G	30.3790	2430.32	5265.69	63188.32
		Step H	31.1292	2490.34	5395.73	64748.74
		Step I	31.8980	2551.84	5528.99	66347.84
		Step J	32.6857	2614.86	5665.52	67986.26
		Step K	33.4929	2679.43	5805.44	69665.23
		Step L	34.3200	2745.60	5948.80	71385.60
		Step M	35.1676	2813.41	6095.72	73148.61
		Step N	36.0361	2882.89	6246.26	74955.09
		Step O	36.9260	2954.08	6400.51	76806.08



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9246B	Water Distribution Worker I-B	Step A	22.0909	1767.27	3829.09	45949.07
		Step B	22.6363	1810.90	3923.63	47083.50
		Step C	23.1954	1855.63	4020.54	48246.43
		Step D	23.7683	1901.46	4119.84	49438.06
		Step E	24.3552	1948.42	4221.57	50658.82
		Step F	24.9566	1996.53	4325.81	51909.73
		Step G	25.5730	2045.84	4432.65	53191.84
		Step H	26.2045	2096.36	4542.11	54505.36
		Step I	26.8516	2148.13	4654.28	55851.33
		Step J	27.5147	2201.18	4769.21	57230.58
		Step K	28.1942	2255.54	4886.99	58643.94
		Step L	28.8905	2311.24	5007.69	60092.24
		Step M	29.6040	2368.32	5131.36	61576.32
		Step N	30.3350	2426.80	5258.07	63096.80
		Step O	31.0842	2486.74	5387.93	64655.14



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:05/09/2020

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9248B	Water Distribution Worker II-B	Step A	26.2426	2099.41	4548.72	54584.61
		Step B	26.8906	2151.25	4661.04	55932.45
		Step C	27.5547	2204.38	4776.15	57313.78
		Step D	28.2351	2258.81	4894.08	58729.01
		Step E	28.9324	2314.59	5014.95	60179.39
		Step F	29.6469	2371.75	5138.80	61665.55
		Step G	30.3790	2430.32	5265.69	63188.32
		Step H	31.1292	2490.34	5395.73	64748.74
		Step I	31.8980	2551.84	5528.99	66347.84
		Step J	32.6857	2614.86	5665.52	67986.26
		Step K	33.4929	2679.43	5805.44	69665.23
		Step L	34.3200	2745.60	5948.80	71385.60
		Step M	35.1676	2813.41	6095.72	73148.61
		Step N	36.0361	2882.89	6246.26	74955.09
		Step O	36.9260	2954.08	6400.51	76806.08



Position Allocation Control Report

Report as of Date:

7/15/2020

Position Code	Position Title	Allocated FTE
CAO220245001	Assistant City Attorney	1.00
CAO221200001	City Attorney	1.00
CAO224096002	Legal Clerk I/II	1.00
CAO224096001	Legal Clerk I/II	1.00
CAO225015001	Paralegal	1.00
CAO227123004	Senior Deputy City Attorney	1.00
CAO227123003	Senior Deputy City Attorney	1.00
CAO227123002	Senior Deputy City Attorney	1.00
CAO227123001	Senior Deputy City Attorney	1.00
Total for Department:		9.00

Position Code	Position Title	Allocated FTE
CCD360250001	Assistant City Clerk	1.00
CCD361220001	City Clerk	1.00
CCD361227004	City Clerk Technician I/II	1.00
CCD361227003	City Clerk Technician I/II	1.00
CCD361227002	City Clerk Technician I/II	1.00
CCD361227001	City Clerk Technician I/II	1.00
CCD361665003	Deputy City Clerk I/II	1.00
CCD361665002	Deputy City Clerk I/II	1.00
CCD361665001	Deputy City Clerk I/II	1.00
CCD369548006	Passport/Livescan Agent	0.50
CCD369548005	Passport/Livescan Agent	0.50
CCD369548004	Passport/Livescan Agent	0.50
CCD369548003	Passport/Livescan Agent	0.50
CCD369548002	Passport/Livescan Agent	0.50
CCD369548001	Passport/Livescan Agent	0.50
Total for Department:		12.00

Position Code	Position Title	Allocated FTE
CMO140325002	Assistant City Manager	1.00
CMO140325001	Assistant City Manager	1.00
CMO141240001	City Manager	1.00
CMO142540001	Environmental Coordinator	1.00
CMO142551001	Executive Assistant	1.00
CMO144457001	Management Assistant I/II	1.00

Total for Department:	6.00
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Position Code	Position Title	Allocated FTE
DSD660050001	Administrative Analyst I/II	1.00
DSD660071001	Administrative Assistant	1.00
DSD660084001	Administrative Technician	1.00
DSD661005005	Associate (PE)/Assistant/Junior Engineer	1.00
DSD661005004	Associate (PE)/Assistant/Junior Engineer	1.00
DSD661005003	Associate (PE)/Assistant/Junior Engineer	1.00
DSD661005002	Associate (PE)/Assistant/Junior Engineer	1.00
DSD661005001	Associate (PE)/Assistant/Junior Engineer	1.00
DSD660820003	Associate Engineer	1.00
DSD660820001	Associate Engineer	1.00
DSD660900006	Associate/Assistant Planner	1.00
DSD660900005	Associate/Assistant Planner	1.00
DSD660900004	Associate/Assistant Planner	1.00
DSD660900003	Associate/Assistant Planner	1.00
DSD660900002	Associate/Assistant Planner	1.00
DSD660900001	Associate/Assistant Planner	1.00
DSD661017001	Building Inspection Supervisor	1.00
DSD661019006	Building Inspector I/II	1.00
DSD661019005	Building Inspector I/II	1.00
DSD661019004	Building Inspector I/II	1.00
DSD661019003	Building Inspector I/II	1.00
DSD661019002	Building Inspector I/II	1.00
DSD661019001	Building Inspector I/II	1.00
DSD661043001	Building Official	1.00
DSD661047004	Building Plans Examiner I/II	1.00
DSD661047003	Building Plans Examiner I/II	1.00
DSD661047002	Building Plans Examiner I/II	1.00
DSD661047001	Building Plans Examiner I/II	1.00
DSD661369003	Code Enforcement Inspector I/II	1.00
DSD661369002	Code Enforcement Inspector I/II	1.00
DSD661369001	Code Enforcement Inspector I/II	1.00
DSD661368001	Code Enforcement Supervisor	1.00
DSD661027001	Construction Inspection Superintendent	1.00
DSD661248001	Construction Inspection Supervisor	1.00
DSD661434006	Construction Inspector I/II	1.00
DSD661434005	Construction Inspector I/II	1.00
DSD661434004	Construction Inspector I/II	1.00
DSD661434003	Construction Inspector I/II	1.00
DSD661434002	Construction Inspector I/II	1.00
DSD661434001	Construction Inspector I/II	1.00
DSD661280001	Development Services Administrator	1.00
DSD661282001	Development Services Analyst	1.00
DSD661676001	Development Services Director	1.00
DSD661695001	Development Services Manager	1.00
DSD661672003	Development Technician I/II	1.00
DSD661672002	Development Technician I/II	1.00
DSD661672001	Development Technician I/II	1.00
DSD661277001	Engineering Manager	1.00

DSD663412001	GIS Analyst I/II	1.00
DSD662214001	GIS Technician I/II	1.00
DSD664957002	Office Assistant I/II	1.00
DSD664957001	Office Assistant I/II	1.00
DSD665279003	Permit Technician I/II	1.00
DSD665279002	Permit Technician I/II	1.00
DSD665279001	Permit Technician I/II	1.00
DSD661501001	Permits Supervisor	1.00
DSD665309001	Planning Manager	1.00
DSD665514001	Principal Engineer	1.00
DSD667117001	Senior Building Inspector	1.00
DSD667195001	Senior Building Plans Examiner	1.00
DSD667121002	Senior Construction Inspector	1.00
DSD667121001	Senior Construction Inspector	1.00
DSD661281001	Senior Development Services Analyst	1.00
DSD667142003	Senior Engineer	1.00
DSD667142002	Senior Engineer	1.00
DSD661502001	Senior Permits Technician	1.00
DSD667180002	Senior Planner	1.00
DSD667180001	Senior Planner	1.00

Total for Department:		68.00
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Position Code	Position Title	Allocated FTE
EDD540050001	Administrative Analyst I/II	1.00
EDD541675001	Development Analyst I/II	1.00
EDD541710001	Economic Development Director	1.00
EDD541001002	Economic Development Project Manager	1.00
EDD541001001	Economic Development Project Manager	1.00
EDD542551001	Executive Assistant	1.00
EDD543402002	Housing Analyst I/II	1.00
EDD543402001	Housing Analyst I/II	1.00
EDD543589001	Housing Manager	1.00
EDD543590001	Housing Supervisor	1.00
EDD543592004	Housing Technician I/II	0.50
EDD543592003	Housing Technician I/II	1.00
EDD543592002	Housing Technician I/II	1.00
EDD543592001	Housing Technician I/II	1.00
EDD544957001	Office Assistant I/II	1.00
EDD547148001	Senior Housing Technician	1.00

Total for Department:		15.50
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Position Code	Position Title	Allocated FTE
ELE701505001	AMI Project Manager	1.00
ELE700071001	Administrative Assistant	1.00

ELE700084004	Administrative Technician	1.00
ELE700084003	Administrative Technician	1.00
ELE700084002	Administrative Technician	1.00
ELE700084001	Administrative Technician	1.00
ELE700395003	Assistant Electric Utility Director	1.00
ELE700395002	Assistant Electric Utility Director	1.00
ELE700395001	Assistant Electric Utility Director	1.00
ELE701548002	Data Management Specialist I/II	1.00
ELE701548001	Data Management Specialist I/II	1.00
ELE701645001	Department Public Information Officer	1.00
ELE701312006	Electric Business Analyst I/II	1.00
ELE701312005	Electric Business Analyst I/II	1.00
ELE701312004	Electric Business Analyst I/II	1.00
ELE701312003	Electric Business Analyst I/II	1.00
ELE701312002	Electric Business Analyst I/II	1.00
ELE701312001	Electric Business Analyst I/II	1.00
ELE702335003	Electric Compliance Analyst	1.00
ELE702335002	Electric Compliance Analyst	1.00
ELE702335001	Electric Compliance Analyst	1.00
ELE706285001	Electric Customer Programs Supervisor	1.00
ELE702330002	Electric Drafting Technician I/II	1.00
ELE702330001	Electric Drafting Technician I/II	1.00
ELE702345005	Electric Engineering Technician I/II	1.00
ELE702345004	Electric Engineering Technician I/II	1.00
ELE702345003	Electric Engineering Technician I/II	1.00
ELE702345002	Electric Engineering Technician I/II	1.00
ELE702345001	Electric Engineering Technician I/II	1.00
ELE702284001	Electric Engineering Technician Supervisor	1.00
ELE702286003	Electric Line Troubleshooter	1.00
ELE702286002	Electric Line Troubleshooter	1.00
ELE702286001	Electric Line Troubleshooter	1.00
ELE702212004	Electric Materials Technician I/II	1.00
ELE702212003	Electric Materials Technician I/II	1.00
ELE702212002	Electric Materials Technician I/II	1.00
ELE702212001	Electric Materials Technician I/II	1.00
ELE701033005	Electric Metering Systems Technician I/II	1.00
ELE701033004	Electric Metering Systems Technician I/II	1.00
ELE701033003	Electric Metering Systems Technician I/II	1.00
ELE701033002	Electric Metering Systems Technician I/II	1.00
ELE701033001	Electric Metering Systems Technician I/II	1.00
ELE702338001	Electric Operations Manager	1.00
ELE702339002	Electric Operations Supervisor	1.00
ELE702339001	Electric Operations Supervisor	1.00
ELE702254001	Electric Preventive Data System Technician	1.00
ELE702316005	Electric Resources Analyst I/II	1.00
ELE702316004	Electric Resources Analyst I/II	1.00
ELE702316003	Electric Resources Analyst I/II	1.00
ELE702316002	Electric Resources Analyst I/II	1.00
ELE702316001	Electric Resources Analyst I/II	1.00
ELE702216001	Electric Risk and Compliance Supervisor	1.00
ELE702352001	Electric Safety Coordinator	1.00
ELE702319001	Electric Substation Supervisor	1.00
ELE701035012	Electric Substation Technician I/II	1.00
ELE701035011	Electric Substation Technician I/II	1.00
ELE701035010	Electric Substation Technician I/II	1.00
ELE701035009	Electric Substation Technician I/II	1.00

ELE701035008	Electric Substation Technician I/II	1.00
ELE701035007	Electric Substation Technician I/II	1.00
ELE701035006	Electric Substation Technician I/II	1.00
ELE701035005	Electric Substation Technician I/II	1.00
ELE701035004	Electric Substation Technician I/II	1.00
ELE701035003	Electric Substation Technician I/II	1.00
ELE701035002	Electric Substation Technician I/II	1.00
ELE701035001	Electric Substation Technician I/II	1.00
ELE702350003	Electric System Dispatcher	1.00
ELE702350002	Electric System Dispatcher	1.00
ELE702350001	Electric System Dispatcher	1.00
ELE702359003	Electric Technology System Technician	1.00
ELE702359002	Electric Technology System Technician	1.00
ELE702359001	Electric Technology System Technician	1.00
ELE709560001	Electric Technology Systems Administrator	1.00
ELE702320001	Electric Utility Director	1.00
ELE702215001	Electric Utility Financial Administrator	1.00
ELE709250002	Electric Utility Inspection Technician	1.00
ELE709250001	Electric Utility Inspection Technician	1.00
ELE702285015	Electric/Apprentice Line Technician	1.00
ELE702285014	Electric/Apprentice Line Technician	1.00
ELE702285013	Electric/Apprentice Line Technician	1.00
ELE702285012	Electric/Apprentice Line Technician	1.00
ELE702285011	Electric/Apprentice Line Technician	1.00
ELE702285010	Electric/Apprentice Line Technician	1.00
ELE702285009	Electric/Apprentice Line Technician	1.00
ELE702285008	Electric/Apprentice Line Technician	1.00
ELE702285007	Electric/Apprentice Line Technician	1.00
ELE702285006	Electric/Apprentice Line Technician	1.00
ELE702285005	Electric/Apprentice Line Technician	1.00
ELE702285004	Electric/Apprentice Line Technician	1.00
ELE702285003	Electric/Apprentice Line Technician	1.00
ELE702285002	Electric/Apprentice Line Technician	1.00
ELE702285001	Electric/Apprentice Line Technician	1.00
ELE702466004	Energy Program Technician	1.00
ELE702466003	Energy Program Technician	1.00
ELE702466002	Energy Program Technician	1.00
ELE702466001	Energy Program Technician	1.00
ELE702501002	Energy Services Account Representative I/II	1.00
ELE702501001	Energy Services Account Representative I/II	1.00
ELE703412001	GIS Analyst I/II	1.00
ELE701648001	Government Relations Representative I/II	1.00
ELE703608003	Instrument and Control Technician	1.00
ELE703608002	Instrument and Control Technician	1.00
ELE703608001	Instrument and Control Technician	1.00
ELE704517001	Marketing and Communication Analyst I/II	1.00
ELE704957004	Office Assistant I/II	1.00
ELE704957003	Office Assistant I/II	1.00
ELE704957002	Office Assistant I/II	1.00
ELE704957001	Office Assistant I/II	1.00
ELE705596004	Power Engineer I/II	1.00
ELE705596003	Power Engineer I/II	1.00
ELE705596002	Power Engineer I/II	1.00
ELE705596001	Power Engineer I/II	1.00
ELE705505001	Power Engineering Manager	1.00
ELE705600001	Power Generation Superintendent	1.00

ELE705591001	Power Plant Engineer I/II	1.00
ELE705526003	Power Plant Mechanic	1.00
ELE705526002	Power Plant Mechanic	1.00
ELE705526001	Power Plant Mechanic	1.00
ELE705530002	Power Plant Operations and Maintenance Supervisor	1.00
ELE705530001	Power Plant Operations and Maintenance Supervisor	1.00
ELE705523008	Power Plant Operator Technician I/II	1.00
ELE705523007	Power Plant Operator Technician I/II	1.00
ELE705523006	Power Plant Operator Technician I/II	1.00
ELE705523005	Power Plant Operator Technician I/II	1.00
ELE705523004	Power Plant Operator Technician I/II	1.00
ELE705523003	Power Plant Operator Technician I/II	1.00
ELE705523002	Power Plant Operator Technician I/II	1.00
ELE705523001	Power Plant Operator Technician I/II	1.00
ELE705535001	Power Supply and Portfolio Administrator	1.00
ELE707128003	Senior Electric Business Analyst	1.00
ELE707128002	Senior Electric Business Analyst	1.00
ELE707128001	Senior Electric Business Analyst	1.00
ELE707118005	Senior Electric Line Technician	1.00
ELE707118004	Senior Electric Line Technician	1.00
ELE707118003	Senior Electric Line Technician	1.00
ELE707118002	Senior Electric Line Technician	1.00
ELE707118001	Senior Electric Line Technician	1.00
ELE707169001	Senior Electric Materials Technician	1.00
ELE701036001	Senior Electric Metering Systems Technician	1.00
ELE707126003	Senior Electric Substation Technician	1.00
ELE707126002	Senior Electric Substation Technician	1.00
ELE707126001	Senior Electric Substation Technician	1.00
ELE707168001	Senior Electric System Dispatcher	1.00
ELE701023001	Senior Electric Technology Systems Analyst	1.00
ELE707163002	Senior Energy Services Account Representative	1.00
ELE707163001	Senior Energy Services Account Representative	1.00
ELE707151002	Senior Power Engineer	1.00
ELE707151001	Senior Power Engineer	1.00
ELE705555001	Senior Power Plant Engineer	1.00
ELE707152004	Senior Power Plant Operator Technician	1.00
ELE707152003	Senior Power Plant Operator Technician	1.00
ELE707152002	Senior Power Plant Operator Technician	1.00
ELE707152001	Senior Power Plant Operator Technician	1.00
ELE701646001	Utility Government Relations Administrator	1.00

Total for Department:		154.00
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Position Code	Position Title	Allocated FTE
EUD740071001	Administrative Assistant	1.00
EUD741003001	Administrative Supervisor	1.00
EUD740084004	Administrative Technician	1.00
EUD740084002	Administrative Technician	1.00
EUD740084001	Administrative Technician	1.00
EUD740411003	Assistant Environmental Utilities Director	1.00
EUD740411002	Assistant Environmental Utilities Director	1.00

EUD740411001	Assistant Environmental Utilities Director	1.00
EUD741005001	Associate (PE)/Assistant/Junior Engineer	1.00
EUD740820002	Associate Engineer	1.00
EUD740820001	Associate Engineer	1.00
EUD741548002	Data Management Specialist I/II	1.00
EUD741548001	Data Management Specialist I/II	1.00
EUD749561001	Data Management System Administrator	1.00
EUD741645001	Department Public Information Officer	1.00
EUD741672001	Development Technician I/II	1.00
EUD749550001	ERP Business Analyst I/II	1.00
EUD741350002	Engineering Technician I/II	1.00
EUD741350001	Engineering Technician I/II	1.00
EUD742544002	Environmental Compliance Specialist I/II	1.00
EUD742544001	Environmental Compliance Specialist I/II	1.00
EUD742548001	Environmental Utilities Business Administrator	1.00
EUD741684001	Environmental Utilities Director	1.00
EUD741038005	Environmental Utilities Instrument and Control Technician I/II	1.00
EUD741038004	Environmental Utilities Instrument and Control Technician I/II	1.00
EUD741038003	Environmental Utilities Instrument and Control Technician I/II	1.00
EUD741038002	Environmental Utilities Instrument and Control Technician I/II	1.00
EUD741038001	Environmental Utilities Instrument and Control Technician I/II	1.00
EUD741024001	Environmental Utilities Maintenance Superintendent	1.00
EUD742547004	Environmental Utilities Rate Analyst I/II	1.00
EUD742547003	Environmental Utilities Rate Analyst I/II	1.00
EUD742547002	Environmental Utilities Rate Analyst I/II	1.00
EUD742547001	Environmental Utilities Rate Analyst I/II	1.00
EUD742541001	Environmental Utility Compliance Administrator	1.00
EUD743335002	Finance Clerk I/II	1.00
EUD743335001	Finance Clerk I/II	1.00
EUD743412003	GIS Analyst I/II	1.00
EUD743412002	GIS Analyst I/II	1.00
EUD743412001	GIS Analyst I/II	1.00
EUD743451001	Government Relations Administrator	1.00
EUD741002001	Hydrogeologist	1.00
EUD743604002	Industrial Waste Specialist	1.00
EUD743604001	Industrial Waste Specialist	1.00
EUD743610002	Industrial Waste Technician	1.00
EUD743732001	Interpretive Services Specialist I/II	1.00
EUD743740001	Interpretive Services Supervisor	1.00
EUD744020005	Laboratory Technician I/II	1.00
EUD744020004	Laboratory Technician I/II	1.00
EUD744020003	Laboratory Technician I/II	1.00
EUD744020002	Laboratory Technician I/II	1.00
EUD744020001	Laboratory Technician I/II	1.00
EUD744517002	Marketing and Communication Analyst I/II	1.00
EUD744517001	Marketing and Communication Analyst I/II	1.00
EUD744520001	Materials Technician	1.00
EUD744957012	Office Assistant I/II	1.00
EUD744957011	Office Assistant I/II	1.00
EUD744957010	Office Assistant I/II	1.00
EUD744957009	Office Assistant I/II	1.00
EUD744957008	Office Assistant I/II	1.00
EUD744957007	Office Assistant I/II	1.00
EUD744957006	Office Assistant I/II	1.00
EUD744957005	Office Assistant I/II	1.00
EUD744957004	Office Assistant I/II	1.00

EUD744957003	Office Assistant I/II	1.00
EUD744957002	Office Assistant I/II	1.00
EUD744957001	Office Assistant I/II	1.00
EUD741028001	Organics Truck Driver	1.00
EUD745319003	Plant and Equipment Maintenance Worker I/II	1.00
EUD745319002	Plant and Equipment Maintenance Worker I/II	1.00
EUD745319001	Plant and Equipment Maintenance Worker I/II	1.00
EUD745328006	Plant and Equipment Mechanic I/II	1.00
EUD745328005	Plant and Equipment Mechanic I/II	1.00
EUD745328004	Plant and Equipment Mechanic I/II	1.00
EUD745328003	Plant and Equipment Mechanic I/II	1.00
EUD745328002	Plant and Equipment Mechanic I/II	1.00
EUD745328001	Plant and Equipment Mechanic I/II	1.00
EUD745402001	Predictive Maintenance Technician I/II	1.00
EUD745533002	Preventative Maintenance Coordinator	1.00
EUD745533001	Preventative Maintenance Coordinator	1.00
EUD745519002	Preventative Maintenance Supervisor	1.00
EUD745519001	Preventative Maintenance Supervisor	1.00
EUD745502003	Preventative Maintenance Technician I/II	1.00
EUD745502002	Preventative Maintenance Technician I/II	1.00
EUD745502001	Preventative Maintenance Technician I/II	1.00
EUD745514002	Principal Engineer	1.00
EUD745514001	Principal Engineer	1.00
EUD741004001	Process Engineer	1.00
EUD746150001	Recycling and Organics Coordinator	1.00
EUD746226004	Refuse Maintenance Worker I/II	1.00
EUD746226003	Refuse Maintenance Worker I/II	1.00
EUD746226002	Refuse Maintenance Worker I/II	1.00
EUD746226001	Refuse Maintenance Worker I/II	1.00
EUD746231001	Refuse Superintendent	1.00
EUD746235003	Refuse Supervisor	1.00
EUD746235002	Refuse Supervisor	1.00
EUD746235001	Refuse Supervisor	1.00
EUD746304036	Refuse Truck Driver I/II	1.00
EUD746304035	Refuse Truck Driver I/II	1.00
EUD746304034	Refuse Truck Driver I/II	1.00
EUD746304033	Refuse Truck Driver I/II	1.00
EUD746304032	Refuse Truck Driver I/II	1.00
EUD746304031	Refuse Truck Driver I/II	1.00
EUD746304030	Refuse Truck Driver I/II	1.00
EUD746304029	Refuse Truck Driver I/II	1.00
EUD746304028	Refuse Truck Driver I/II	1.00
EUD746304027	Refuse Truck Driver I/II	1.00
EUD746304026	Refuse Truck Driver I/II	1.00
EUD746304025	Refuse Truck Driver I/II	1.00
EUD746304024	Refuse Truck Driver I/II	1.00
EUD746304023	Refuse Truck Driver I/II	1.00
EUD746304022	Refuse Truck Driver I/II	1.00
EUD746304021	Refuse Truck Driver I/II	1.00
EUD746304020	Refuse Truck Driver I/II	1.00
EUD746304019	Refuse Truck Driver I/II	1.00
EUD746304018	Refuse Truck Driver I/II	1.00
EUD746304017	Refuse Truck Driver I/II	1.00
EUD746304016	Refuse Truck Driver I/II	1.00
EUD746304015	Refuse Truck Driver I/II	1.00
EUD746304014	Refuse Truck Driver I/II	1.00

EUD746304013	Refuse Truck Driver I/II	1.00
EUD746304012	Refuse Truck Driver I/II	1.00
EUD746304011	Refuse Truck Driver I/II	1.00
EUD746304010	Refuse Truck Driver I/II	1.00
EUD746304009	Refuse Truck Driver I/II	1.00
EUD746304008	Refuse Truck Driver I/II	1.00
EUD746304006	Refuse Truck Driver I/II	1.00
EUD746304005	Refuse Truck Driver I/II	1.00
EUD746304004	Refuse Truck Driver I/II	1.00
EUD746304003	Refuse Truck Driver I/II	1.00
EUD746304002	Refuse Truck Driver I/II	1.00
EUD746304001	Refuse Truck Driver I/II	1.00
EUD746244001	Refuse and Stormwater Manager	1.00
EUD747020002	SCADA System Technician	1.00
EUD747020001	SCADA System Technician	1.00
EUD746500002	Safety Coordinator	1.00
EUD746500001	Safety Coordinator	1.00
EUD747142004	Senior Engineer	1.00
EUD747142003	Senior Engineer	1.00
EUD747142002	Senior Engineer	1.00
EUD747162001	Senior Engineering Technician	1.00
EUD747161001	Senior GIS Analyst	1.00
EUD743733001	Senior Interpretive Services Specialist	1.00
EUD747205001	Senior Plant and Equipment Mechanic	1.00
EUD747284002	Senior Preventative Maintenance Technician	1.00
EUD747284001	Senior Preventative Maintenance Technician	1.00
EUD747129006	Senior Refuse Truck Driver	1.00
EUD747129005	Senior Refuse Truck Driver	1.00
EUD747129004	Senior Refuse Truck Driver	1.00
EUD747129003	Senior Refuse Truck Driver	1.00
EUD747129002	Senior Refuse Truck Driver	1.00
EUD747129001	Senior Refuse Truck Driver	1.00
EUD749559001	Senior SCADA System Technician	1.00
EUD741279001	Senior Solid Waste Billing Technician	1.00
EUD747202004	Senior Wastewater Utility Maintenance Worker	1.00
EUD747202003	Senior Wastewater Utility Maintenance Worker	1.00
EUD747202002	Senior Wastewater Utility Maintenance Worker	1.00
EUD747202001	Senior Wastewater Utility Maintenance Worker	1.00
EUD747204005	Senior Water Distribution Worker	1.00
EUD747204004	Senior Water Distribution Worker	1.00
EUD747204003	Senior Water Distribution Worker	1.00
EUD747204002	Senior Water Distribution Worker	1.00
EUD747204001	Senior Water Distribution Worker	1.00
EUD747324001	Solid Waste Billing Technician	1.00
EUD741646002	Utility Government Relations Administrator	1.00
EUD741646001	Utility Government Relations Administrator	1.00
EUD748978002	Wastewater Collection Supervisor	1.00
EUD748980001	Wastewater Collection Superintendent	1.00
EUD748978003	Wastewater Collection Supervisor	1.00
EUD748978001	Wastewater Collection Supervisor	1.00
EUD749040001	Wastewater Treatment Plant Chief Operator	1.00
EUD749010006	Wastewater Treatment Plant Operator Grade I/II	1.00
EUD749010005	Wastewater Treatment Plant Operator Grade I/II	1.00
EUD749010004	Wastewater Treatment Plant Operator Grade I/II	1.00
EUD749010003	Wastewater Treatment Plant Operator Grade I/II	1.00
EUD749010002	Wastewater Treatment Plant Operator Grade I/II	1.00

EUD749010001	Wastewater Treatment Plant Operator Grade I/II	1.00
EUD749020004	Wastewater Treatment Plant Operator Grade III 24Hr	1.00
EUD749020003	Wastewater Treatment Plant Operator Grade III 24Hr	1.00
EUD749020002	Wastewater Treatment Plant Operator Grade III 24Hr	1.00
EUD749020001	Wastewater Treatment Plant Operator Grade III 24Hr	1.00
EUD749025004	Wastewater Treatment Plant Operator Grade III 8Hr	1.00
EUD749025003	Wastewater Treatment Plant Operator Grade III 8Hr	1.00
EUD749025002	Wastewater Treatment Plant Operator Grade III 8Hr	1.00
EUD749025001	Wastewater Treatment Plant Operator Grade III 8Hr	1.00
EUD749030002	Wastewater Treatment Plant Operator Grade IV	1.00
EUD749030001	Wastewater Treatment Plant Operator Grade IV	1.00
EUD749029022	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029021	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029020	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029019	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029018	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029017	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029016	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029015	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029014	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029013	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029012	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029011	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029010	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029009	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029008	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029007	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029006	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029005	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029004	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029003	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029002	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029001	Wastewater Utility Maintenance Worker I/II	1.00
EUD749029023	Wastewater Utility Maintenance Worker I/II	1.00
EUD749047001	Water Conservation Administrator	1.00
EUD749078001	Water Conservation Specialist	1.00
EUD749051005	Water Conservation Worker I/II	1.00
EUD749051004	Water Conservation Worker I/II	1.00
EUD749051003	Water Conservation Worker I/II	1.00
EUD749051002	Water Conservation Worker I/II	1.00
EUD749051001	Water Conservation Worker I/II	1.00
EUD749085001	Water Distribution Superintendent	1.00
EUD749084004	Water Distribution Supervisor	1.00
EUD749084003	Water Distribution Supervisor	1.00
EUD749084002	Water Distribution Supervisor	1.00
EUD749084001	Water Distribution Supervisor	1.00
EUD749248022	Water Distribution Worker I/II	1.00
EUD749248021	Water Distribution Worker I/II	1.00
EUD749248020	Water Distribution Worker I/II	1.00
EUD749248019	Water Distribution Worker I/II	1.00
EUD749248018	Water Distribution Worker I/II	1.00
EUD749248017	Water Distribution Worker I/II	1.00
EUD749248016	Water Distribution Worker I/II	1.00
EUD749248015	Water Distribution Worker I/II	1.00
EUD749248014	Water Distribution Worker I/II	1.00
EUD749248013	Water Distribution Worker I/II	1.00

EUD749248012	Water Distribution Worker I/II	1.00
EUD749248011	Water Distribution Worker I/II	1.00
EUD749248010	Water Distribution Worker I/II	1.00
EUD749248009	Water Distribution Worker I/II	1.00
EUD749248008	Water Distribution Worker I/II	1.00
EUD749248007	Water Distribution Worker I/II	1.00
EUD749248006	Water Distribution Worker I/II	1.00
EUD749248005	Water Distribution Worker I/II	1.00
EUD749248004	Water Distribution Worker I/II	1.00
EUD749248003	Water Distribution Worker I/II	1.00
EUD749248002	Water Distribution Worker I/II	1.00
EUD749248001	Water Distribution Worker I/II	1.00
EUD749101001	Water Quality Lab Supervisor	1.00
EUD749175001	Water Treatment Plant Chief Operator	1.00
EUD749234001	Water Treatment Plant Operator Grade I/II 24Hr	1.00
EUD749230005	Water Treatment Plant Operator Grade III 24Hr	1.00
EUD749230004	Water Treatment Plant Operator Grade III 24Hr	1.00
EUD749230003	Water Treatment Plant Operator Grade III 24Hr	1.00
EUD749230002	Water Treatment Plant Operator Grade III 24Hr	1.00
EUD749230001	Water Treatment Plant Operator Grade III 24Hr	1.00

Total for Department:		251.00
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Position Code	Position Title	Allocated FTE
FIN240040002	Accountant I/II	1.00
FIN240040001	Accountant I/II	1.00
FIN240043001	Accounting Supervisor	1.00
FIN249427001	Accounts Payable Supervisor	1.00
FIN240050001	Administrative Analyst I/II	1.00
FIN240071001	Administrative Assistant	1.00
FIN240084001	Administrative Technician	1.00
FIN241021001	Assistant City Manager/Chief Financial Officer	1.00
FIN2421026001	Assistant Finance Director	1.00
FIN240920001	Billing Services Manager	1.00
FIN240915003	Budget Analyst I/II	0.75
FIN240915002	Budget Analyst I/II	1.00
FIN240915001	Budget Analyst I/II	1.00
FIN240930001	Budget Manager	1.00
FIN241060003	Buyer I/II	1.00
FIN241060002	Buyer I/II	1.00
FIN241060001	Buyer I/II	1.00
FIN241370001	Controller	1.00
FIN241450001	Courier	1.00
FIN249550003	ERP Business Analyst I/II	1.00
FIN249550002	ERP Business Analyst I/II	1.00
FIN249550001	ERP Business Analyst I/II	1.00
FIN246520001	ERP Manager	1.00
FIN243335019	Finance Clerk I/II	0.63
FIN243335018	Finance Clerk I/II	0.75
FIN243335017	Finance Clerk I/II	0.50
FIN243335016	Finance Clerk I/II	1.00

FIN243335015	Finance Clerk I/II	1.00
FIN243335014	Finance Clerk I/II	1.00
FIN243335013	Finance Clerk I/II	1.00
FIN243335012	Finance Clerk I/II	1.00
FIN243335011	Finance Clerk I/II	1.00
FIN243335010	Finance Clerk I/II	1.00
FIN243335009	Finance Clerk I/II	1.00
FIN243335008	Finance Clerk I/II	1.00
FIN243335007	Finance Clerk I/II	1.00
FIN243335006	Finance Clerk I/II	1.00
FIN243335005	Finance Clerk I/II	1.00
FIN243335004	Finance Clerk I/II	1.00
FIN243335003	Finance Clerk I/II	0.50
FIN243335002	Finance Clerk I/II	1.00
FIN243335001	Finance Clerk I/II	1.00
FIN242900001	Finance Manager	1.00
FIN243310002	Finance Supervisor	1.00
FIN243310001	Finance Supervisor	1.00
FIN243326006	Finance Technician I/II	1.00
FIN243326005	Finance Technician I/II	1.00
FIN243326004	Finance Technician I/II	1.00
FIN243326003	Finance Technician I/II	1.00
FIN243326002	Finance Technician I/II	1.00
FIN243326001	Finance Technician I/II	1.00
FIN243315003	Finance Utility Billing Analyst I/II	1.00
FIN243315002	Finance Utility Billing Analyst I/II	1.00
FIN243315001	Finance Utility Billing Analyst I/II	1.00
FIN243318003	Financial Analyst I/II	1.00
FIN243318002	Financial Analyst I/II	1.00
FIN243318001	Financial Analyst I/II	1.00
FIN244517001	Marketing and Communication Analyst I/II	0.50
FIN244540003	Meter Reader	1.00
FIN244540002	Meter Reader	1.00
FIN244540001	Meter Reader	1.00
FIN244534001	Meter Service Worker	1.00
FIN245103002	Payroll Clerk I/II	1.00
FIN245103001	Payroll Clerk I/II	0.60
FIN249428001	Payroll Supervisor	1.00
FIN245101002	Payroll Technician I/II	1.00
FIN245101001	Payroll Technician I/II	1.00
FIN245652001	Purchasing and Warehouse Manager	1.00
FIN247139001	Senior Buyer	1.00
FIN247147002	Senior Finance Technician	1.00
FIN247147001	Senior Finance Technician	1.00
FIN247200001	Senior Meter Service Worker	1.00
FIN241029001	Senior Utility Billing Analyst	1.00
FIN247203001	Senior Warehouse Worker	1.00
FIN248952001	Warehouse Worker I/II	1.00

Total for Department:	72.23
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Position Code	Position Title	Allocated FTE
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FIR480050001	Administrative Analyst I/II	1.00
FIR480071001	Administrative Assistant	1.00
FIR480084001	Administrative Technician	1.00
FIR480480002	Assistant Fire Chief	1.00
FIR480480001	Assistant Fire Chief	1.00
FIR481645001	Department Public Information Officer	1.00
FIR482415001	EMS Quality Assurance Coordinator	1.00
FIR480905006	Fire Battalion Chief	1.00
FIR480905004	Fire Battalion Chief	1.00
FIR480905003	Fire Battalion Chief	1.00
FIR480905002	Fire Battalion Chief	1.00
FIR480905005	Fire Battalion Chief	1.00
FIR483320030	Fire Captain	1.00
FIR483320029	Fire Captain	1.00
FIR483320028	Fire Captain	1.00
FIR483320027	Fire Captain	1.00
FIR483320026	Fire Captain	1.00
FIR483320025	Fire Captain	1.00
FIR483320024	Fire Captain	1.00
FIR483320023	Fire Captain	1.00
FIR483320022	Fire Captain	1.00
FIR483320021	Fire Captain	1.00
FIR483320020	Fire Captain	1.00
FIR483320019	Fire Captain	1.00
FIR483320018	Fire Captain	1.00
FIR483320017	Fire Captain	1.00
FIR483320016	Fire Captain	1.00
FIR483320015	Fire Captain	1.00
FIR483320014	Fire Captain	1.00
FIR483320013	Fire Captain	1.00
FIR483320012	Fire Captain	1.00
FIR483320011	Fire Captain	1.00
FIR483320010	Fire Captain	1.00
FIR483320009	Fire Captain	1.00
FIR483320008	Fire Captain	1.00
FIR483320007	Fire Captain	1.00
FIR483320006	Fire Captain	1.00
FIR483320005	Fire Captain	1.00
FIR483320004	Fire Captain	1.00
FIR483320003	Fire Captain	1.00
FIR483320002	Fire Captain	1.00
FIR483320001	Fire Captain	1.00
FIR483330001	Fire Chief	1.00
FIR483332002	Fire Division Chief	1.00
FIR483332001	Fire Division Chief	1.00
FIR483340030	Fire Engineer	1.00
FIR483340029	Fire Engineer	1.00
FIR483340028	Fire Engineer	1.00
FIR483340027	Fire Engineer	1.00
FIR483340026	Fire Engineer	1.00
FIR483340025	Fire Engineer	1.00
FIR483340024	Fire Engineer	1.00
FIR483340023	Fire Engineer	1.00
FIR483340022	Fire Engineer	1.00
FIR483340021	Fire Engineer	1.00

FIR483340020	Fire Engineer	1.00
FIR483340019	Fire Engineer	1.00
FIR483340018	Fire Engineer	1.00
FIR483340017	Fire Engineer	1.00
FIR483340016	Fire Engineer	1.00
FIR483340015	Fire Engineer	1.00
FIR483340014	Fire Engineer	1.00
FIR483340013	Fire Engineer	1.00
FIR483340012	Fire Engineer	1.00
FIR483340011	Fire Engineer	1.00
FIR483340010	Fire Engineer	1.00
FIR483340009	Fire Engineer	1.00
FIR483340008	Fire Engineer	1.00
FIR483340007	Fire Engineer	1.00
FIR483340006	Fire Engineer	1.00
FIR483340005	Fire Engineer	1.00
FIR483340004	Fire Engineer	1.00
FIR483340003	Fire Engineer	1.00
FIR483340002	Fire Engineer	1.00
FIR483340001	Fire Engineer	1.00
FIR481022001	Fire and Environmental Inspection Supervisor	1.00
FIR483377005	Fire and Environmental Safety Inspector I/II	1.00
FIR483377004	Fire and Environmental Safety Inspector I/II	1.00
FIR483377003	Fire and Environmental Safety Inspector I/II	1.00
FIR483377002	Fire and Environmental Safety Inspector I/II	1.00
FIR483377001	Fire and Environmental Safety Inspector I/II	1.00
FIR483355036	Firefighter Paramedic I/II	1.00
FIR483355035	Firefighter Paramedic I/II	1.00
FIR483355034	Firefighter Paramedic I/II	1.00
FIR483355033	Firefighter Paramedic I/II	1.00
FIR483355032	Firefighter Paramedic I/II	1.00
FIR483355031	Firefighter Paramedic I/II	1.00
FIR483355030	Firefighter Paramedic I/II	1.00
FIR483355029	Firefighter Paramedic I/II	1.00
FIR483355028	Firefighter Paramedic I/II	1.00
FIR483355027	Firefighter Paramedic I/II	1.00
FIR483355026	Firefighter Paramedic I/II	1.00
FIR483355025	Firefighter Paramedic I/II	1.00
FIR483355024	Firefighter Paramedic I/II	1.00
FIR483355023	Firefighter Paramedic I/II	1.00
FIR483355022	Firefighter Paramedic I/II	1.00
FIR483355021	Firefighter Paramedic I/II	1.00
FIR483355020	Firefighter Paramedic I/II	1.00
FIR483355019	Firefighter Paramedic I/II	1.00
FIR483355018	Firefighter Paramedic I/II	1.00
FIR483355017	Firefighter Paramedic I/II	1.00
FIR483355016	Firefighter Paramedic I/II	1.00
FIR483355015	Firefighter Paramedic I/II	1.00
FIR483355014	Firefighter Paramedic I/II	1.00
FIR483355013	Firefighter Paramedic I/II	1.00
FIR483355012	Firefighter Paramedic I/II	1.00
FIR483355011	Firefighter Paramedic I/II	1.00
FIR483355010	Firefighter Paramedic I/II	1.00
FIR483355009	Firefighter Paramedic I/II	1.00
FIR483355008	Firefighter Paramedic I/II	1.00
FIR483355007	Firefighter Paramedic I/II	1.00

FIR483355006	Firefighter Paramedic I/II	1.00
FIR483355005	Firefighter Paramedic I/II	1.00
FIR483355004	Firefighter Paramedic I/II	1.00
FIR483355003	Firefighter Paramedic I/II	1.00
FIR483355002	Firefighter Paramedic I/II	1.00
FIR483355001	Firefighter Paramedic I/II	1.00
FIR483412001	GIS Analyst I/II	1.00
FIR484957001	Office Assistant I/II	1.00

Total for Department:	119.00
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Position Code	Position Title	Allocated FTE
HRD280071001	Administrative Assistant	1.00
HRD280484001	Assistant Human Resources Director	1.00
HRD283596002	Human Resources Analyst I/II	1.00
HRD283596001	Human Resources Analyst I/II	1.00
HRD283598001	Human Resources Director	1.00
HRD283599001	Human Resources Manager	1.00
HRD285235006	Human Resources Technician	1.00
HRD285235005	Human Resources Technician	1.00
HRD285235004	Human Resources Technician	1.00
HRD285235003	Human Resources Technician	1.00
HRD285235002	Human Resources Technician	1.00
HRD285235001	Human Resources Technician	1.00
HRD286450001	Risk Manager	1.00
HRD287178002	Senior Human Resources Technician	1.00
HRD287178001	Senior Human Resources Technician	1.00

Total for Department:	15.00
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Position Code	Position Title	Allocated FTE
ITD320084001	Administrative Technician	1.00
ITD329558002	Assistant Information Technology Director	1.00
ITD329558001	Assistant Information Technology Director	1.00
ITD321362012	Business Systems Analyst I/II	1.00
ITD321362011	Business Systems Analyst I/II	1.00
ITD321362010	Business Systems Analyst I/II	1.00
ITD321362009	Business Systems Analyst I/II	1.00
ITD321362008	Business Systems Analyst I/II	1.00
ITD321362007	Business Systems Analyst I/II	1.00
ITD321362006	Business Systems Analyst I/II	1.00
ITD321362004	Business Systems Analyst I/II	1.00
ITD321362003	Business Systems Analyst I/II	1.00
ITD321362002	Business Systems Analyst I/II	1.00
ITD321362001	Business Systems Analyst I/II	1.00
ITD321180001	Chief Information Officer	1.00

ITD321552003	Database Analyst I/II	1.00
ITD321552002	Database Analyst I/II	1.00
ITD321552001	Database Analyst I/II	1.00
ITD323625001	Information Security Administrator	1.00
ITD323794010	Information Technology Analyst I/II	1.00
ITD323794009	Information Technology Analyst I/II	1.00
ITD323794008	Information Technology Analyst I/II	1.00
ITD323794007	Information Technology Analyst I/II	1.00
ITD323794006	Information Technology Analyst I/II	1.00
ITD323794005	Information Technology Analyst I/II	1.00
ITD323794004	Information Technology Analyst I/II	1.00
ITD323794003	Information Technology Analyst I/II	1.00
ITD323794002	Information Technology Analyst I/II	1.00
ITD323794001	Information Technology Analyst I/II	1.00
ITD329542001	Information Technology Client Services Supervisor	1.00
ITD323602005	Information Technology Program Manager	1.00
ITD323602004	Information Technology Program Manager	1.00
ITD323602003	Information Technology Program Manager	1.00
ITD323602002	Information Technology Program Manager	1.00
ITD323602001	Information Technology Program Manager	1.00
ITD323618003	Information Technology Technician I/II	1.00
ITD323618002	Information Technology Technician I/II	1.00
ITD323618001	Information Technology Technician I/II	1.00
ITD327130004	Senior Business Systems Analyst	1.00
ITD327130003	Senior Business Systems Analyst	1.00
ITD327130002	Senior Business Systems Analyst	1.00
ITD327130001	Senior Business Systems Analyst	1.00
ITD327145001	Senior Database Analyst	1.00
ITD327194001	Senior Information Technology Analyst	1.00
ITD327149003	Senior Information Technology Technician	1.00
ITD327149002	Senior Information Technology Technician	1.00
ITD323794011	information Technology Analyst I/II	1.00

Total for Department:	47.00
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Position Code	Position Title	Allocated FTE
PAC181645001	Department Public Information Officer	1.00
PAC181659001	Deputy City Manager	1.00
PAC184517002	Marketing and Communication Analyst I/II	1.00
PAC184517001	Marketing and Communication Analyst I/II	1.00
PAC185565001	Public Information Officer	1.00
PAC188426001	Video and Multimedia Technician	1.00

Total for Department:	6.00
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Position Code	Position Title	Allocated FTE
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POL440050001	Administrative Analyst I/II	1.00
POL440071001	Administrative Assistant	1.00
POL440100002	Animal Control Officer	1.00
POL440100001	Animal Control Officer	1.00
POL440110001	Animal Control Supervisor	1.00
POL441430003	Communications Supervisor	1.00
POL441430002	Communications Supervisor	1.00
POL441430001	Communications Supervisor	1.00
POL441380009	Community Services Officer I/II	1.00
POL441380008	Community Services Officer I/II	1.00
POL441380007	Community Services Officer I/II	1.00
POL441380006	Community Services Officer I/II	1.00
POL441380005	Community Services Officer I/II	1.00
POL441380004	Community Services Officer I/II	1.00
POL441380003	Community Services Officer I/II	1.00
POL441380002	Community Services Officer I/II	1.00
POL441380001	Community Services Officer I/II	1.00
POL441475002	Crime Analyst	1.00
POL441475001	Crime Analyst	1.00
POL441645001	Department Public Information Officer	1.00
POL441700021	Dispatcher I/II	1.00
POL441700020	Dispatcher I/II	1.00
POL441700019	Dispatcher I/II	1.00
POL441700018	Dispatcher I/II	1.00
POL441700017	Dispatcher I/II	1.00
POL441700016	Dispatcher I/II	1.00
POL441700015	Dispatcher I/II	1.00
POL441700014	Dispatcher I/II	1.00
POL441700013	Dispatcher I/II	1.00
POL441700012	Dispatcher I/II	1.00
POL441700011	Dispatcher I/II	1.00
POL441700010	Dispatcher I/II	1.00
POL441700009	Dispatcher I/II	1.00
POL441700008	Dispatcher I/II	1.00
POL441700007	Dispatcher I/II	1.00
POL441700006	Dispatcher I/II	1.00
POL441700005	Dispatcher I/II	1.00
POL441700004	Dispatcher I/II	1.00
POL441700003	Dispatcher I/II	1.00
POL441700002	Dispatcher I/II	1.00
POL441700001	Dispatcher I/II	1.00
POL445400003	Police Captain	1.00
POL445400002	Police Captain	1.00
POL445400001	Police Captain	1.00
POL445410001	Police Chief	1.00
POL445420007	Police Lieutenant	1.00
POL445420006	Police Lieutenant	1.00
POL445420005	Police Lieutenant	1.00
POL445420004	Police Lieutenant	1.00
POL445420003	Police Lieutenant	1.00
POL445420002	Police Lieutenant	1.00
POL445420001	Police Lieutenant	1.00
POL445430112	Police Officer/Police Trainee	1.00
POL445430111	Police Officer/Police Trainee	1.00
POL445430110	Police Officer/Police Trainee	1.00
POL445430109	Police Officer/Police Trainee	1.00

[illegible]

[illegible]

POL445440011	Police Records Clerk I/II	1.00
POL445440010	Police Records Clerk I/II	1.00
POL445440009	Police Records Clerk I/II	1.00
POL445440008	Police Records Clerk I/II	1.00
POL445440007	Police Records Clerk I/II	1.00
POL445440006	Police Records Clerk I/II	1.00
POL445440005	Police Records Clerk I/II	1.00
POL445440004	Police Records Clerk I/II	1.00
POL445440003	Police Records Clerk I/II	1.00
POL445440002	Police Records Clerk I/II	1.00
POL445440001	Police Records Clerk I/II	1.00
POL445494004	Police Scene Technician I/II	1.00
POL445494003	Police Scene Technician I/II	1.00
POL445494002	Police Scene Technician I/II	1.00
POL445494001	Police Scene Technician I/II	1.00
POL445470015	Police Sergeant	1.00
POL445470014	Police Sergeant	1.00
POL445470013	Police Sergeant	1.00
POL445470012	Police Sergeant	1.00
POL445470011	Police Sergeant	1.00
POL445470010	Police Sergeant	1.00
POL445470009	Police Sergeant	1.00
POL445470008	Police Sergeant	1.00
POL445470007	Police Sergeant	1.00
POL445470006	Police Sergeant	1.00
POL445470005	Police Sergeant	1.00
POL445470004	Police Sergeant	1.00
POL445470003	Police Sergeant	1.00
POL445470002	Police Sergeant	1.00
POL445470001	Police Sergeant	1.00
POL445489002	Police Services Administrator	1.00
POL445489001	Police Services Administrator	1.00
POL441039001	Police Social Services Practitioner	1.00
POL445657001	Public Safety Program Coordinator	1.00
POL445710001	Rangemaster	1.00
POL445748001	Records Supervisor	1.00
Total for Department:		204.00

Position Code	Position Title	Allocated FTE
PRL580050002	Administrative Analyst I/II	1.00
PRL580050001	Administrative Analyst I/II	1.00
PRL580071001	Administrative Assistant	1.00
PRL580084006	Administrative Technician	1.00
PRL580084005	Administrative Technician	1.00
PRL580084004	Administrative Technician	1.00
PRL580084003	Administrative Technician	1.00
PRL580084002	Administrative Technician	1.00
PRL580084001	Administrative Technician	1.00
PRL588302001	Aquatics Maintenance Technician	1.00
PRL588300001	Arborist Technician	1.00

PRL580376002	Assistant Child Care Site Coordinator	1.00
PRL580376001	Assistant Child Care Site Coordinator	1.00
PRL581225009	Child Care Site Coordinator	1.00
PRL581225008	Child Care Site Coordinator	1.00
PRL581225007	Child Care Site Coordinator	1.00
PRL581225006	Child Care Site Coordinator	1.00
PRL581225005	Child Care Site Coordinator	1.00
PRL581225004	Child Care Site Coordinator	1.00
PRL581225003	Child Care Site Coordinator	1.00
PRL581225002	Child Care Site Coordinator	1.00
PRL581225001	Child Care Site Coordinator	1.00
PRL585075001	Irrigation Technician	1.00
PRL585075002	Irrigation Technician	1.00
PRL584152007	Librarian I/II	0.50
PRL584152006	Librarian I/II	1.00
PRL584152005	Librarian I/II	1.00
PRL584152004	Librarian I/II	1.00
PRL584152003	Librarian I/II	1.00
PRL584152002	Librarian I/II	1.00
PRL584152001	Librarian I/II	1.00
PRL584210005	Library Assistant I/II	1.00
PRL584210003	Library Assistant I/II	1.00
PRL584210002	Library Assistant I/II	1.00
PRL584210001	Library Assistant I/II	1.00
PRL584250003	Library Technician	1.00
PRL584250002	Library Technician	1.00
PRL584250001	Library Technician	1.00
PRL584517001	Marketing and Communication Analyst I/II	1.00
PRL589545001	Natural Resources Specialist I/II	1.00
PRL584957009	Office Assistant I/II	1.00
PRL584957008	Office Assistant I/II	1.00
PRL584957007	Office Assistant I/II	1.00
PRL584957006	Office Assistant I/II	1.00
PRL584957005	Office Assistant I/II	1.00
PRL584957004	Office Assistant I/II	1.00
PRL584957003	Office Assistant I/II	1.00
PRL584957002	Office Assistant I/II	1.00
PRL584957001	Office Assistant I/II	1.00
PRL585022002	Park Development Analyst I/II	1.00
PRL585022001	Park Development Analyst I/II	1.00
PRL585080018	Parks Maintenance Worker I/II	1.00
PRL585080017	Parks Maintenance Worker I/II	1.00
PRL585080016	Parks Maintenance Worker I/II	1.00
PRL585080015	Parks Maintenance Worker I/II	1.00
PRL585080014	Parks Maintenance Worker I/II	1.00
PRL585080013	Parks Maintenance Worker I/II	1.00
PRL585080012	Parks Maintenance Worker I/II	1.00
PRL585080011	Parks Maintenance Worker I/II	1.00
PRL585080009	Parks Maintenance Worker I/II	1.00
PRL585080008	Parks Maintenance Worker I/II	1.00
PRL585080007	Parks Maintenance Worker I/II	1.00
PRL585080006	Parks Maintenance Worker I/II	1.00
PRL585080005	Parks Maintenance Worker I/II	1.00
PRL585080004	Parks Maintenance Worker I/II	1.00
PRL585080003	Parks Maintenance Worker I/II	1.00
PRL585080002	Parks Maintenance Worker I/II	1.00

PRL585080001	Parks Maintenance Worker I/II	1.00
PRL585024001	Parks Planning and Development Superintendent	1.00
PRL581278004	Parks Project Technician	1.00
PRL581278003	Parks Project Technician	1.00
PRL581278002	Parks Project Technician	1.00
PRL581278001	Parks Project Technician	1.00
PRL589543007	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543006	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543005	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543004	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543003	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543002	Parks Recreation and Libraries Coordinator I/II	1.00
PRL589543001	Parks Recreation and Libraries Coordinator I/II	1.00
PRL585082001	Parks Recreation and Libraries Director	1.00
PRL589547003	Parks Recreation and Libraries Manager	1.00
PRL589547002	Parks Recreation and Libraries Manager	1.00
PRL589547001	Parks Recreation and Libraries Manager	1.00
PRL589543008	Parks Recreation and Libraries Recreation Coordinator I/II	1.00
PRL589546005	Parks Recreation and Libraries Superintendent	1.00
PRL589546004	Parks Recreation and Libraries Superintendent	1.00
PRL589546003	Parks Recreation and Libraries Superintendent	1.00
PRL589546002	Parks Recreation and Libraries Superintendent	1.00
PRL589546001	Parks Recreation and Libraries Superintendent	1.00
PRL585069003	Parks Supervisor	1.00
PRL585069002	Parks Supervisor	1.00
PRL585069001	Parks Supervisor	1.00
PRL589544009	Recreation and Library Supervisor	1.00
PRL589544008	Recreation and Library Supervisor	1.00
PRL589544007	Recreation and Library Supervisor	1.00
PRL589544006	Recreation and Library Supervisor	1.00
PRL589544005	Recreation and Library Supervisor	1.00
PRL589544004	Recreation and Library Supervisor	1.00
PRL589544003	Recreation and Library Supervisor	1.00
PRL589544002	Recreation and Library Supervisor	1.00
PRL589544001	Recreation and Library Supervisor	1.00
PRL583733001	Senior Interpretive Services Specialist	1.00
PRL587192009	Senior Parks Maintenance Worker	1.00
PRL587192006	Senior Parks Maintenance Worker	1.00
PRL587192005	Senior Parks Maintenance Worker	1.00
PRL587192004	Senior Parks Maintenance Worker	1.00
PRL587192003	Senior Parks Maintenance Worker	1.00
PRL587192002	Senior Parks Maintenance Worker	1.00
PRL581504002	Tree Trimmer I/II	1.00
PRL581504001	Tree Trimmer I/II	1.00
PRL588762001	Urban Forester	1.00
PRL581641005	Youth Development Program Coordinator	1.00
PRL581641004	Youth Development Program Coordinator	1.00
PRL581641003	Youth Development Program Coordinator	1.00
PRL581641002	Youth Development Program Coordinator	1.00
PRL581641001	Youth Development Program Coordinator	1.00

Total for Department:	116.50
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Position Code	Position Title	Allocated FTE
PWD620050001	Administrative Analyst I/II	1.00
PWD620071001	Administrative Assistant	1.00
PWD620084005	Administrative Technician	0.75
PWD620084004	Administrative Technician	1.00
PWD620084003	Administrative Technician	1.00
PWD620084002	Administrative Technician	1.00
PWD620084001	Administrative Technician	1.00
PWD620088003	Alternative Transportation Analyst I/II	0.75
PWD620088002	Alternative Transportation Analyst I/II	1.00
PWD620088001	Alternative Transportation Analyst I/II	1.00
PWD620090001	Alternative Transportation Manager	1.00
PWD621005010	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005009	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005008	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005007	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005006	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005005	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005004	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005003	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005002	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621005001	Associate (PE)/Assistant/Junior Engineer	1.00
PWD621032005	Building Maintenance Worker I/II	1.00
PWD621032004	Building Maintenance Worker I/II	1.00
PWD621032003	Building Maintenance Worker I/II	1.00
PWD621032002	Building Maintenance Worker I/II	1.00
PWD621032001	Building Maintenance Worker I/II	1.00
PWD621401001	Community Relations Analyst	0.75
PWD621485005	Custodian	1.00
PWD621485004	Custodian	1.00
PWD621485003	Custodian	1.00
PWD621485002	Custodian	1.00
PWD621025001	Custodian Supervisor	1.00
PWD622385004	Electronics Technician I/II	1.00
PWD622385003	Electronics Technician I/II	1.00
PWD622385002	Electronics Technician I/II	1.00
PWD622385001	Electronics Technician I/II	1.00
PWD621350001	Engineering Technician I/II	1.00
PWD622565001	Equipment Maintenance Supervisor	1.00
PWD622560004	Equipment Serviceworker	1.00
PWD622560003	Equipment Serviceworker	1.00
PWD622560002	Equipment Serviceworker	1.00
PWD622560001	Equipment Serviceworker	1.00
PWD623395001	Facilities Manager	1.00
PWD624321001	Facilities Supervisor	1.00
PWD623318001	Financial Analyst I/II	1.00
PWD623319001	Fleet Management Technician	1.00
PWD623392001	Fleet Manager	1.00
PWD622214001	GIS Technician I/II	1.00
PWD624501009	Mechanic I/II	1.00
PWD624501008	Mechanic I/II	1.00
PWD624501007	Mechanic I/II	1.00
PWD624501006	Mechanic I/II	1.00
PWD624501005	Mechanic I/II	1.00

PWD624501004	Mechanic I/II	1.00
PWD624501003	Mechanic I/II	1.00
PWD624501002	Mechanic I/II	1.00
PWD624501001	Mechanic I/II	1.00
PWD624957004	Office Assistant I/II	1.00
PWD624957003	Office Assistant I/II	1.00
PWD624957002	Office Assistant I/II	1.00
PWD624957001	Office Assistant I/II	1.00
PWD625519001	Preventative Maintenance Supervisor	1.00
PWD625514001	Principal Engineer	1.00
PWD625560002	Project Coordinator	1.00
PWD625560001	Project Coordinator	1.00
PWD625635001	Public Works Director	1.00
PWD627119001	Senior Building Maintenance Worker	1.00
PWD627170001	Senior Electronic Technician	1.00
PWD627142003	Senior Engineer	1.00
PWD627142002	Senior Engineer	1.00
PWD627142001	Senior Engineer	1.00
PWD627189002	Senior Mechanic	1.00
PWD627189001	Senior Mechanic	1.00
PWD627187006	Senior Street Maintenance Worker	1.00
PWD627187005	Senior Street Maintenance Worker	1.00
PWD627187004	Senior Street Maintenance Worker	1.00
PWD627187003	Senior Street Maintenance Worker	1.00
PWD627187002	Senior Street Maintenance Worker	1.00
PWD627187001	Senior Street Maintenance Worker	1.00
PWD627520001	Street Maintenance Superintendent	1.00
PWD627522003	Street Maintenance Supervisor	1.00
PWD627522002	Street Maintenance Supervisor	1.00
PWD627522001	Street Maintenance Supervisor	1.00
PWD627530019	Street Maintenance Worker I/II	1.00
PWD627530018	Street Maintenance Worker I/II	1.00
PWD627530017	Street Maintenance Worker I/II	1.00
PWD627530016	Street Maintenance Worker I/II	1.00
PWD627530015	Street Maintenance Worker I/II	1.00
PWD627530014	Street Maintenance Worker I/II	1.00
PWD627530013	Street Maintenance Worker I/II	1.00
PWD627530012	Street Maintenance Worker I/II	1.00
PWD627530011	Street Maintenance Worker I/II	1.00
PWD627530010	Street Maintenance Worker I/II	1.00
PWD627530009	Street Maintenance Worker I/II	1.00
PWD627530008	Street Maintenance Worker I/II	1.00
PWD627530007	Street Maintenance Worker I/II	1.00
PWD627530006	Street Maintenance Worker I/II	1.00
PWD627530005	Street Maintenance Worker I/II	1.00
PWD627530004	Street Maintenance Worker I/II	1.00
PWD627530003	Street Maintenance Worker I/II	1.00
PWD627530002	Street Maintenance Worker I/II	1.00
PWD627530001	Street Maintenance Worker I/II	1.00
PWD627540005	Street Sweeper Operator	1.00
PWD627540004	Street Sweeper Operator	1.00
PWD627540003	Street Sweeper Operator	1.00
PWD627540002	Street Sweeper Operator	1.00
PWD627540001	Street Sweeper Operator	1.00
PWD622376002	Traffic Signal Maintenance Worker I/II	1.00
PWD622376001	Traffic Signal Maintenance Worker I/II	1.00

PWD628938001	Vehicle Maintenance Parts Buyer	1.00
PWD628940001	Vehicle Maintenance Servicewriter	1.00
PWD628952001	Warehouse Worker I/II	1.00

Total for Department:	111.25
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Total for All Departments	Allocated FTE
Total:	1206.48



COUNCIL COMMUNICATION

CC #: 0890
File #: 0800-06

Title: Housing Element Update Workshop
Contact: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

Meeting Date: 7/15/2020
Item #: 10.1.

RECOMMENDATION TO COUNCIL

The Planning Division is recommending City Council hear an informational presentation and provide guidance on the menu of options presented in this report. No formal action is required, and the feedback given does not result in any costs to the City or commit the City to adopt any of the options presented. Staff requests the following input:

- A rating of the options from most to least preferred
- The preferred combination of options (leading to a minimum of 2,807 units)
- Whether there are any options Council is not interested in pursuing
- Whether there are any options not on this list Council would like staff to investigate

BACKGROUND

Since 1969, California has required that all cities and counties adequately plan to meet the housing needs of everyone in the community. This is accomplished through a Housing Element, which is a required component of a local government's General Plan. The purpose of a Housing Element is to identify current and projected housing needs, and set goals, policies, and programs to address those needs. Unlike other Elements of the General Plan, which may be updated at the discretion of each jurisdiction, compliant Housing Elements are updated on eight-year cycles and are subject to the review and approval of the California Housing and Community Development Department (HCD). The City's current Housing Element was adopted by City Council in 2013 and covers the period from 2013 to 2021. An updated Housing Element covering the period from 2021 to 2029 is required to be adopted by May 15, 2021.

Regional Housing Needs Allocation

The foundation of the Housing Element is the Regional Housing Needs Allocation (RHNA), which begins with a determination of housing need issued by HCD. HCD released the determination for the Sacramento Area Council of Governments (SACOG) planning area in July 2019, which determined SACOG needed to provide capacity for 153,512 total housing units. SACOG is required to prepare and adopt a methodology for allocating those units to each member jurisdiction. The Regional Housing Needs Plan was adopted by SACOG on March 19, 2020. Under the SACOG plan, the City of Roseville must accommodate 12,066 housing units to meet its "fair share" of the State's housing need, which includes 6,178 lower income units. State

housing law does not require the City to construct the allocated units within the planning period, but does require the City to maintain the required allocation at all times.

Roseville's Housing Capacity

For the purposes of future planning, HCD uses density as a measure of affordability. The City's above moderate income units are accommodated on land with densities of less than 7 units to the acre and moderate income units are accommodated on land with densities of 7 to 24 units to the acre. HCD requires lower income units to be on land designated for a minimum "default density," unless a jurisdiction can demonstrate a lower density is appropriate. The default density for a jurisdiction of Roseville's size is 30 units to the acre, but in the past the City has been able to demonstrate to HCD that a minimum density of 25 units to the acre or greater is appropriate.

Using these land use densities, staff prepared a draft inventory to determine how many additional units would need to be accommodated to comply with the RHNA allocation. The City has a surplus of moderate- and above moderate-income housing capacity but has insufficient lower income housing capacity to meet the RHNA allocation. Therefore, the City needs to add capacity for approximately 2,800 additional lower income units.

It is critical to understand that the shortfall is the result of a 60 percent higher allocation than previous housing cycles. The City's lower income housing policies were designed based on previous housing cycle allocation trends. The City would only need a few hundred additional units to achieve compliance if this cycle had followed past trends. Staff expressed serious concern to SACOG about the City's high allocation during the development of the methodology, and in a letter to the SACOG Board (see Attachment 1) as part of the RHNA adoption hearings. In response, SACOG staff committed to providing technical assistance and facilitating coordination with HCD, to help the City develop a compliant Housing Element.

Housing Element Strategy Options

Staff developed an extensive menu of options to address the 2,800-unit shortfall and to better prepare the City for future Housing cycles. Staff is in discussions with HCD to determine how many units can be credited for each option. The menu options are summarized below, and are organized from 1 through 11 in order of most- to least-recommended in the judgement of staff. A more thorough analysis of each option is presented in the strategies memo included as Attachment 2. Staff recommendation is based on feasibility, how many units the option provides, and whether the option helps the City obtain units in the near-term (for this Housing cycle) versus the long-term (for next Housing cycle). Rather than spend excessive staff time on options that may not be palatable to the Council, the number of units produced by many of the options presented below have not yet been quantified. Staff will focus its research efforts on appropriate options as directed by the Council.

1. **By-Right Development:** State law requires this option be enacted or the City loses credit for affected sites. If this option is not selected, the City's deficit increases by 2,100 units.
2. **Conversion Sites:** Staff identified five vacant sites (identified in Attachment 2) where the land use and zoning can be amended to allow high density housing. Staff could continue to look for additional sites; these are simply examples. Based on these examples, this option could provide up to 1,650 units.
3. **Land Use Amendment Policy:** In the future, any application which includes a Specific Plan Amendment involving any land use change must also include an increase in the density of unrelated HDR sites the applicant/property owner controls to a minimum of 30 units to the acre. Staff estimates this option could provide up to a maximum of 1,306 units. The actual units would be quantified and brought back to Council if there is interest in this option.
4. **Commercial Corridors:** New Specific Plans on Atlantic, Harding/Douglas, and Sunrise/Douglas would allow high density residential uses. This option is estimated to

provide approximately 400 units.

5. **Non-Residential Conversion Policy Amendment:** The Council adopted a policy in 2004 outlining requirements for projects seeking to convert non-residential to residential land use. One requirement is to provide 10% of the new units as affordable. This option would change the existing policy from 10% affordability (to all income levels) to a minimum of 20% lower income affordability. The number of units provided would be quantified and brought back to Council if there is interest in this option.
6. **Development Agreement Requirement:** In the future, ensure all new Development Agreements contain a provision which allow land uses within the areas encumbered by respective Development Agreements to be modified in response to new Housing Cycles or changes in state housing law. This option provides no units at this time, but would provide a mechanism to gain units in the future. This approach has been adopted by other communities in the region, including Folsom.
7. **Affordability Policy Amendment:** Change the City's long-standing affordable housing goal from 10% to 20%. The number of units provided would be quantified and brought back to Council if there is interest in this option.
8. **Inclusionary Housing Policy:** Establish a new Affordable Housing overlay zone requiring development at specified income levels. This option would provide no new units, but would prevent unit losses under the State's "no net loss" requirement.
9. **Infill Intensification:** Allows higher densities on certain infill sites, as further described in the detailed strategies memo. This option could provide up to a maximum of 1,400 units. The actual units would be quantified and brought back to Council if there is interest in this option.
10. **Missing Middle Zoning:** This option would essentially eliminate the single family residential (R1) zone district, and would instead implement a new type of Citywide small-lot residential (RS) zone, with reduced setbacks, a minimum usable open space standard in lieu of a lot coverage standard, and multiple units permitted per lot. The number of units provided by this option would be quantified and brought back to Council if there is interest.
11. **Accessory Dwelling Unit (ADU) Policy:** Adopt an ADU ordinance more permissive than state requirements. The number of units this option would produce would be quantified and brought back to Council if there is interest.

Detailed analyses and explanations of these options are provided in Attachment 2.

Housing Element Compliance

By law, a compliant Housing Element must be adopted by May 15, 2021 and requires approval by HCD. A City that does not adopt its Housing Element within 120 days of the due date (the "grace period") will be required to update its Housing Element every four years instead of every eight years for the next two consecutive updates. Therefore, it is important that the City's Housing Element be adopted by September 12, 2021 in order to avoid this penalty.

Housing Elements are subject to the review and approval of HCD. The purpose of HCD review is to ensure the Housing Element complies with Housing Element law, which includes accommodating the RHNA allocation. In previous Housing Element cycles the penalties for adopting a non-compliant Housing Element were limited to private-party lawsuits (usually brought by housing advocacy groups and other special interests) and the loss of state funding, including gas tax money. However, the suite of housing bills passed in 2019 included changes to Government Code section 65585, which added significant penalties for noncompliance.

As the Housing Element reviewing authority, HCD has the discretion to forward a Housing Element compliance issue to the Attorney General. The Attorney General may then obtain a court order, and if the jurisdiction does not comply, the following penalties apply:

- An initial penalty of between \$10,000 and \$100,000 per month.
- Triple the initial penalty, if the jurisdiction does not comply within three months of the first

penalty.

- Six times the initial penalty, if the jurisdiction does not comply within six months of the first penalty. Most critically, the court may also appoint a receiver with all powers necessary to bring the jurisdiction into compliance. This means that the jurisdiction loses local planning and land use discretion, and a compliant Housing Element will be developed and imposed by the state with no input by the local agency.

In order to avoid penalties, the City must adopt a Housing Element which accommodates its RHNA allocation and is approved by HCD no later than September 12, 2021.

Next Steps

After receiving Council feedback, staff will begin developing the Draft Housing Element based on the following preliminary schedule:

- August/September 2020: Initial public outreach
- Fall/Winter 2020: Develop Housing Element
- Winter 2021: Publish Preliminary Draft Housing Element
- Winter/Spring 2021: Public outreach and HCD review
- Late Spring 2021: Publish Revised Draft Housing Element
- Summer 2021: Public hearings

Staff's goal is to complete this process in time for a May adoption, but staff recognizes this may not be possible due to the significant scope of work required and the need for thoughtful outreach and Council consideration. Staff is confident that the project will be completed by the end of the grace period in September.

FISCAL IMPACT

No formal action is requested by City Council; therefore, this workshop does not negatively impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Lauren Hocker, Senior Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 SACOG Letter

Attachment 2 Strategies Memo



DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION

311 Vernon Street, Roseville, CA 95678 (916) 774-5276

November 8, 2019

Greg Chew
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

Subject: Regional Housing Needs Allocation

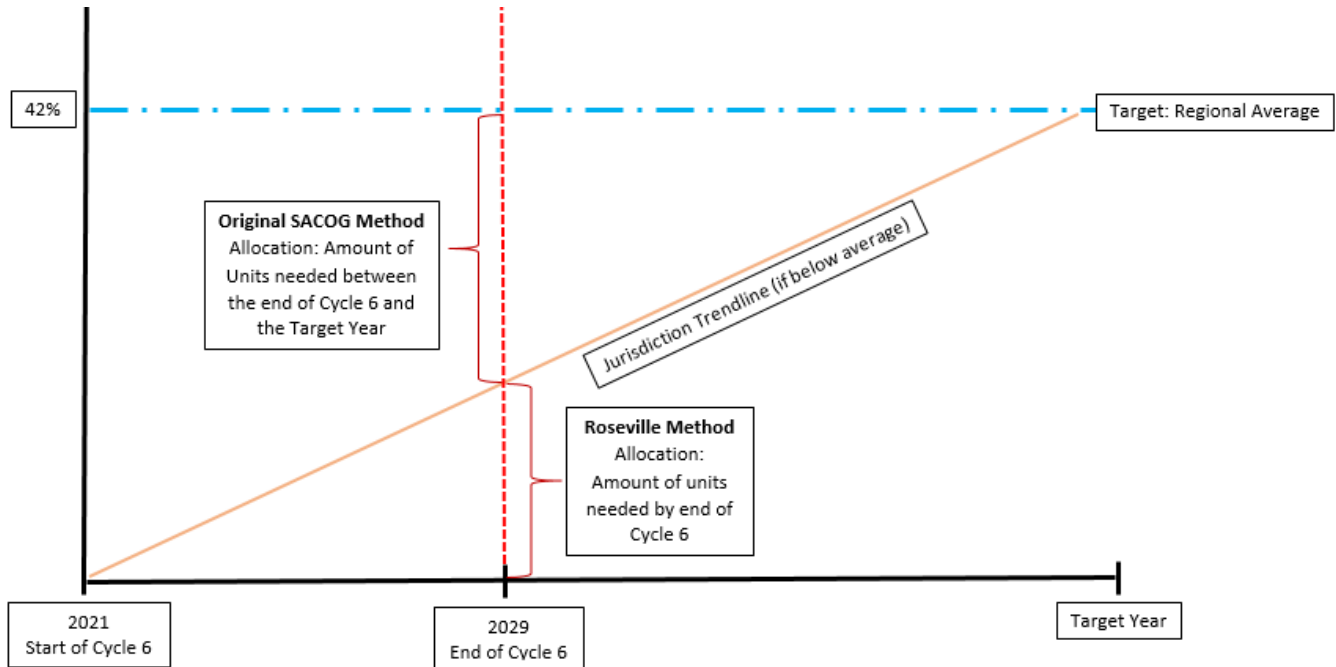
Thank you for the opportunity to participate in the Regional Housing Needs Allocation (RHNA) process. City staff attended all of the RHNA meetings, participated in good faith, and shared the City's concerns as well as suggested solutions early and often. Unfortunately, the City's concerns have not been resolved. The City recognizes and appreciates that Sacramento Area Council of Governments (SACOG) staff has limited control over certain matters. Regardless, the City's overarching concern is fundamental: the allocation and methodologies being proposed are infeasible to implement, and will likely result in non-compliant Housing Elements in the region.

The City's concerns are described in detail below, but our concerns focus on four fundamental issues:

- The selected weights and caps are arbitrary, and no explanation of the reason for their selection has been provided. The City believes the selected weights and caps should be fully discussed and justified.
- The method used to map "high opportunity" areas for the Affirmatively Furthering Fair Housing criterion does not take into account proximity to transit, services, or healthcare, even though these are critical for the success of affordable housing sites.
- For the Jobs Housing Balance criterion, the data includes teenagers and persons who are partnered with high-wage job holders, not just the number of low wage jobs held by heads of household or other persons responsible for paying rent. The City is concerned this results in an over-allocation of units.
- Preliminary analysis shows the City does not currently have enough High Density Residential land to accommodate the projected RHNA allocation for lower income units, and even the most optimistic plans to increase our capacity will remain up to 900 units short of our allocation. The City believes the allocation from HCD and the methodologies proposed by SACOG staff result in unreasonably high numbers.

Methodology Concerns

Regional Income Parity: Fundamentally, this methodology consists of calculating the regional average percentage of low-income households in the SACOG region, establishing a target year by which jurisdictions should be consistent with the average, and finding the number of units which would need to be added or subtracted from a jurisdiction in order to achieve the average. The calculation first proposed by SACOG staff, and used in previous Cycles, selected a distant target year of 2060 (since last cycle had been 2050). However, instead of assigning the number of units needed within the housing cycle, the methodology took all of the growth from the end of Cycle 6 through 2060 and put those units back into Cycle 6 (herein the "original SACOG method"). Roseville recommended allocating the units which would be needed by the end of the current Housing Element Cycle in order to maintain the desired trendline (herein the "Roseville method"). The difference between these methodologies is represented graphically below.



SACOG staff agreed to present Roseville's methodology to the jurisdictions, and ultimately included it as the calculation proposed to the SACOG Board, using a target year of 2035 (to match the MTP planning period). The weighting applied to the methodology resulted in numbers that are nearly identical to the original SACOG method (herein the "proposed method"). This is shown in the table below, using Roseville's allocation as the example. Note that a 100% weight means that 100% of the calculation results are used, and so is the same as saying the results are not weighted.

Original SACOG Method		Proposed Method		Roseville Method	
High (100% weight)	Moderate (60% weight)	High (140% weight)	Moderate (85% weight)	High (100% weight)	Moderate (60% weight)
406 units	244 units	409 units	248 units	292 units	175 units

As shown, the results of the original SACOG method and the proposed method are effectively identical, even though the calculation methodologies are entirely different. Roseville is opposed to this approach, because it does not rely on the actual calculation to determine the results. In the case of Regional Income Parity, Roseville urges the SACOG Board to use the calculation with 100% weighting as the "high" option, because it represents 100% of the *actual unit increases or decreases which would be needed*. Consistent with the other methodologies, the "moderate" option would then have a lower weighting applied to reduce its impact.

Affirmatively Furthering Fair Housing (Fair Housing): While the Regional Income Parity calculation uses well-defined data sets to determine the actual number of units needed to achieve regional parity, this is not the case for the Fair Housing calculation, because there is no explicit or direct way to define or measure "fair housing." SACOG has proposed to use a variety of proxy metrics to address this criterion, by correlating factors such as high school graduation rates, school test scores, unemployment, and poverty. Conceptually, areas which are high opportunity (good schools, low poverty, etc) would be allocated more units and areas which are low opportunity would see a reduction in the allocation. Roseville agrees with this approach, but has significant concerns about the way it is implemented.

The method used to map "high opportunity" areas has two flaws of concern to Roseville. First, the data sets used to determine "high opportunity" areas do not take into account proximity to transit, services, or healthcare. As a result, the entirety of Roseville's western edge is considered "high opportunity," even though the nearest grocery store is several miles away, transit is absent or infrequent, and the nearest hospitals are on the eastern side of

the City. Particularly when talking about low-income households, proximity to transit and services is critical. It is inappropriate to exclude these factors when determining which areas are high opportunity for low income units. SACOG staff has responded to this concern by stating that eventually transit and services will come to these areas. However, the City would remind SACOG that these vacant areas of the City represent 20–25 years of growth capacity, and the units at the existing City edge have been waiting upwards of 10 years for a grocery store to be developed nearby. Meanwhile, the housing cycle we are planning for is 8 years.

The second flaw relates to the fact that newly developing and future development areas have low poverty, a lack of negative school test scores, low pollution burdens, and other “high opportunity” factors simply because there is a lack of data. Brand new subdivisions and schools won’t have high poverty or a history of low test scores, but they may develop such data over time. Roseville (and other communities) have seen this happen many times. This issue of low data availability leading to automatic positive results can’t be directly addressed, but can be offset by including data on proximity to transit and services in the data set. Areas with low proximity to transit and services will coincide with newly developing or undeveloped areas.

Finally, the City has concerns about the weighting and capping methodologies being employed, as discussed later in this letter.

Jobs/Housing Balance (Jobs/Housing): The City’s concerns with this factor are similar to our concerns with the Fair Housing calculation. There is no explicit or direct way to define or measure a “low-wage job” or units affordable to “low wage workers.” Most critically, available data sets have not been cross-referenced with demographic information or household characteristics. This means that in addition to capturing the number of low wage jobs held by heads of household or other persons responsible for paying rent—our target for RHNA purposes—that data also includes teenagers and persons who are partnered with high-wage job holders. Roseville has a regional mall and other uses which typically employ workers under 18—more so than many other jurisdictions. Roseville is deeply concerned that the data over-allocates units to the City, and strongly urges SACOG to examine whether some adjustment to this data can be made to account for demographic data. For example, if a jurisdiction has a lower- or higher-than-average share of persons under the age of 18, the proportion of low wage jobs could be adjusted.

The City has concerns about the weighting and capping methodologies being employed, as discussed below.

Weighting and Capping Insufficiently Explained

As discussed above, all of the calculation methodologies presented by SACOG staff apply weighting and capping. The selected weights and caps have a substantial impact on the resultant allocation. The SACOG staff report offers two lines of explanation (Attachment A, Page 11):

The menu employs weighting and caps to emphasize and deemphasize the resulting impact of unweighted variances described in the adjustment factor tables above. Given the fact that the unweighted variances are widely different measurements, such weighting/capping is necessary to ensure any one adjustment is not dramatically overshadowing the other two.

Roseville does not see a need to use weighting or capping for the “High” Regional Parity option, because the unadjusted results are based on the actual need. However, Roseville understands there is a need to make some adjustment to Fair Housing and Jobs/Housing, because these use imperfect proxy data, and the unadjusted results are very disproportionate. Using the Roseville method for Regional Income Parity, the variances range from -11% to 12%, which is a balanced and data-based result. However, the unadjusted variance range for Fair Housing is -37% to 63%, and the differences within the Jobs/Housing factor are even more substantial, with the unadjusted variance ranging from -170% to 740%. If left unadjusted, some jurisdictions would receive the majority of their allocation from a single factor, and the allocation would exceed their total RHNA allocation. For example, Folsom would receive over 19,000 low income units (their total allocation is 6,363 units). These results demonstrate the problems inherent within the calculation methodologies, as described earlier in this letter. The calculation issues require some means of adjusting the totals to achieve proportionate results.

While some adjustment is needed, the selected weights and caps are arbitrary, and no explanation of the reason for their selection has been provided. The City believes the selected weights and caps should be fully discussed and justified.

Over-Allocation of Units: SACOG

The City's initial allocation—the affordable base—is 4,913 units. The methodologies proposed by SACOG would adjust the City's final affordable base requirement to between 5,800 units and 6,300 units. Although the City's adequate sites analysis won't be completed for some time, preliminary analysis indicates that optimistically, the City's existing inventory includes approximately 3,900 units. Therefore, the City would need to find additional land for between 1,900 and 2,400 units. *This is a substantial increase in units*, and suggests to the City that the proposed weights and caps are not reasonable. As described in the Options for Compliance section of this letter, the City believes achievement of the allocation is unreasonable based on the fact that the City already has 20–25 years of unbuilt supply. The City urges the SACOG Board to direct SACOG staff to revise the proposed methodologies.

Options for Compliance

Existing Specific Plans: The City has several approved Specific Plan areas with undeveloped land: the Amoruso, Creekview, and Sierra Vista Specific Plans and the Campus Oaks Master Plan. However, all of these planning areas are encumbered by active Development Agreements which are not set to expire for several decades. Development Agreements are binding contracts which, among other things, guarantee development rights. The only way to change land use designations in these areas would be to negotiate with property owners to voluntarily rezone property. The City has had preliminary discussions on this topic with multiple developers holding large areas of land interest. The response has not been favorable, as high density housing has the least return on investment. Although staff will continue to pursue this option, staff has low expectations of achieving success.

New Corridor Plans: Staff has begun investigating ways in which additional units can be gained from the developed areas of the City, either through redevelopment or the development of long-vacant infill sites. The City will be applying for SB 2 grant funding to develop new corridor plans along Douglas Boulevard, Harding Boulevard, Sunrise Boulevard, and Atlantic Street, and preliminary estimates suggest the potential to add up to 400 hundred units from this effort.

Removing or Increasing Density Limitations in the Infill Area: While the City's General Plan land use designations provide for a range of housing densities in each of the residential land use categories, the City's land use maps include fixed densities for each land use polygon (e.g. High Density Residential-15). The City has taken this approach in order to support detailed environmental and facility master planning for the Specific Plan areas, which allows streamlining of later development. However, the City is investigating the possibility of removing or increasing the density limitations within the Infill area of the City, where there are no active Development Agreements. This task would require substantial technical analysis and potential infrastructure upgrades to support this increase. To receive credit for these properties, the City would need to show "realistic and demonstrated potential" for redevelopment, so it is unknown how many units the City could be credited. The City has prepared an extremely optimistic assessment of redevelopment potential showing that as many as 1,000 units could be gained. The City would expect the credited amount to be lower.

Conclusion: Given the above constraints, staff does not think it is possible to accommodate the RHNA allocation. Even the most optimistic evaluation shows we can achieve an approximate 1,400-unit increase, which is below the 1,900 to 2,400 units required based on the current SACOG methodologies.

Over-Allocation of Units: HCD

Although not directly within the control of SACOG staff, the City thinks it's important to underscore the fact that many of the problems we're grappling with are the result of the over-allocation of units by the California Department of Housing and Community Development (HCD). This is evidenced by the conflicts between the

Metropolitan Transportation Plan (MTP) and HCD housing projections. HCD has allocated 153,512 units to the SACOG region for the eight-year planning period of 2021–2029. The City's allocation for this period is 12,066 units, which is calculated based on the City's percentage of MTP growth (7.9%). However, the MTP growth projections show total City growth between 2016 and 2035 will be 17,460 units, which represents only 7,351 units during any given eight-year period. *Therefore, the RHNA allocation assigns the City nearly 5,000 more units than the MTP projects will develop within the planning period.*

It is also notable that this growth rate within the MTP/SCS is consistent with the City's data on historic average and projected future growth rates. In order to successfully build 12,066 units within an eight year period, the City would need to final building permits for over 1,500 units per year, which is not achievable based on historic, current, or predicted future market conditions. This is demonstrated by Attachment 1 of this letter, which provides annual (fiscal year) building permit data for the last five years. According to this data, in the last five years the City has finalized an average of 893 building permits per year, and the highest single year was 1,172 permits. In the City's data, there is visible year-on-year growth in the housing market during the period, as the economy continued to improve. However, key organizations that track the housing market (UCLA Anderson Forecast, California Association of Realtors, and others) are predicting a cooling in the market. While another deep recession is not predicted, the housing market is predicted to plateau and then decline. Based on the number of building permits issued and finalized to date, the City is predicting that fiscal year 2019/2020 will produce approximately 900 units. Therefore, the data shows that 1,500 units per year is well above either historic or predicted future levels of development.

The response to this concern has been a statement that RHNA is a planning tool, and does not include a requirement to construct. While RHNA itself does not yet contain a construction mandate, there are multiple new regulations which require jurisdictions to produce RHNA housing, or face negative consequences. This includes Senate Bill 35, which removes local land use discretion for affordable housing projects as a consequence of failing to produce RHNA housing; Senate Bill 1333, which requires inventory sites to be developed at the density identified within the inventory (or the loss must be made up); and Assembly Bill 1397, which indicates that redevelopment sites included in a prior cycle and vacant sites included in two or more cycles which have not been developed are presumed inappropriate ("shall not be deemed adequate") for inclusion in the current cycle. As a consequence, there is a clear expectation that the housing allocated in the RHNA process should be produced. Given all of these factors, jurisdictions should not be allocated substantially more units than could feasibly be constructed within the planning period.

The City Produces Housing

Statewide data clearly shows that California is not producing enough housing to meet demand, particularly as it relates to affordable housing. RHNA is intended as a part of the solution to this problem, by assigning needed units to each jurisdiction, and requiring land use plans to accommodate those needed units. However, "need" is determined mainly based on existing growth patterns rather than on actual, documented need. Therefore, cities such as Roseville who are successfully producing housing every year are given substantially higher allocations than cities which produce little to no housing.

In enacting state legislation and discussing the state's housing crisis, the Governor and legislators have argued that a primary cause is local government acting as a barrier to the construction of housing in general and low-income housing in particular. This is not true of Roseville. During this past housing cycle, the City has approved every high density housing project which has been proposed even though all of them have generated neighborhood opposition—in one case leading to a lawsuit, which was successfully defended. In addition, the City has development streamlining options for high density residential projects, and the City has provided millions in gap funding to many affordable housing projects.

In just the past year, multiple projects which provide affordable housing have been approved or constructed within the City, including:

- The Lohse building – a 100% affordable housing project, which is a mixed use building with ground-floor retail space and 58 units, at a density of more than 60 units per acre, located at 623 Vernon Street. The City provided gap funding in the amount of \$5.76 million.
- Main Street Plaza – a 100% affordable housing project, which is two mixed-use buildings with ground floor retail and 65 units, at a density of more than 50 units per acre, located at the northeastern corner of Main Street and Washington Boulevard. The City provided gap funding in the amount of approximately \$3 million as well as land valued at \$875,000, and 30 project-based housing vouchers.
- Junction Station – a 100% affordable housing project, which is 80 units at a density of more than 50 units per acre, located at 120 Pacific Street. The City provided gap funding in the amount of \$4.36 million.
- Old Town Lofts – a 22-unit attached townhome project at a density of 25 units to the acre, located at 241 Nevada Street.
- Huntington Senior Apartments – a 76-unit senior apartment complex at a density of 23 units per acre, located at 1650 Huntington Drive.

All of the above housing projects were listed in this letter because they are infill projects within established neighborhoods and communities—exactly the kind of project that is needed, and which the state has argued local governments are not approving or supporting. Moreover, the City will not receive appropriate RHNA credit for the Lohse, Old Town Lofts, or Huntington Senior Apartments projects. All three of these projects either are or will be completed and occupied within Cycle 5, which ends on June 30, 2021, but none of these sites were identified as high density residential housing in the City's Cycle 5 Housing Element. Despite never having taken credit for these units, HCD will not give Cycle 6 credit for any housing built during Cycle 5. Legislation has enacted "net loss" provisions which require local governments to make up any units credited but not built when a site develops. SACOG and HCD should consider advocating for "net gain" provisions to allow jurisdictions to receive credit for producing housing which was neither included in the jurisdiction's housing inventory nor used to offset a net loss.

In addition to the high density housing projects listed above, the City ensures that all new planning areas contain a balanced mix of housing, and provide their fair share of affordable housing and high density housing. Since adoption of the Housing Element at the start of Cycle 5, the City has approved two new planning areas: the Hewlett-Packard Campus Oaks Master Plan and the Amoruso Ranch Specific Plan. Combined, these new planning areas provide an additional 1,268 units of high density residential units for the City, but only 873 units can be counted toward Cycle 6, because many are currently under construction and will be completed within Cycle 5.

Conclusion

As evidenced by its continued growth, the City is committed to the planning and production of housing at all income levels and densities. Using the last housing cycle as a guide, the City ensured that any new planning area contained a mix of housing types and land use densities and ensured that at least 10% of new planned housing is affordable to low income households. This planning was successful; had the allocation this Cycle been similar to the previous Cycle, the City would already have enough high density housing in its inventory. However, the City is now presented with a low income housing allocation which is over 60% higher than the prior Cycle and is struggling to find a means of compliance. The City is deeply concerned that the allocation and methodologies being proposed are infeasible to implement, and will result in non-compliant Housing Elements in the region.

Should you have any questions regarding the comments provided in this letter, please feel free to contact me by phone at (916) 774-5272 or by email at lhocker@roseville.ca.us.

Sincerely,



Lauren Hocker
Senior Planner

Attachments

1. 5-year Building Permit data

cc: City Manager
Assistant City Manager
Development Services Director
Planning Manager

Attachment 1: Residential Building Permits (Final) 2014–2018

Calendar Year	Total Units
2014	572
2015	952
2016	822
2017	949
2018	1172



EXECUTIVE SUMMARY

The Regional Housing Needs Allocation, or RHNA, occurs every eight years, and is mandated by state housing law. The current planning cycle, Cycle 6, is for housing developed June 30, 2021 through August 31, 2029. The City has until May 15, 2021 to adopt an updated Housing Element.

The City's total housing allocation is 12,066 units, of which 6,178 units must be affordable to lower incomes. The Housing Element is required to demonstrate that the City has sufficient vacant land to accommodate these units. Staff is focused on housing affordable to lower incomes (hereafter, affordable housing), because the City has ample land for housing in higher income categories. The California Department of Housing and Community Development (HCD) uses density as a measure of affordability, and will automatically credit vacant land at 30 du/acre toward affordable housing. HCD will credit some amount of land at lower densities, provided the City can provide a market study demonstrating that affordable housing can and has been developed at densities between 20 and 29 units to the acre. Staff is confident that studies will demonstrate affordability for sites at densities of 25 units or more, but for less dense sites staff is not confident of HCD acceptance.

Staff completed a draft adequate sites inventory for the Housing Element. The purpose of the inventory is to quantify the amount of unbuilt housing capacity the City has at various densities. The draft results of this inventory are shown in Table 1, below.

Table 1: Inventory Deficit or Surplus by Income Category

Income Category	Unit Capacity Required	Existing Unit Capacity	Deficit or Surplus
Lower Income	6,178	3,371	-2,807
Moderate Income	1,746	5,121	+3,375
Above Moderate Income	4,142	6,483	+2,341

As shown, the City has substantial excess capacity to accommodate our share of moderate and above moderate income housing, but has a significant shortfall of housing to accommodate lower income levels. Staff has developed an extensive menu of options to address the shortfall in planned units and to better prepare the City for future Housing cycles. Staff is in discussions with HCD staff to determine how many units can be credited for each option. The menu options are summarized as follows:

1. **Commercial Corridors:** New Specific Plans on Atlantic, Harding/Douglas, and Sunrise/Douglas would allow high density residential uses. Provides 400 units.
2. **Infill Intensification:** Allows higher densities on certain infill sites, as further described in the detailed background below. Provides up to 1,400 units maximum. The actual units it would be reasonable to assume would be quantified and brought back to Council if there is interest in this option.
3. **Conversion Sites:** Staff identified the five vacant sites identified in the detailed background below where the land use and zoning can be amended to allow high density housing. This could provide up to 1,650 units.
4. **Affordability Policy Amendment:** Change the City's affordability policy from 10% to 20%. Units provided to be quantified and brought back to Council if there is interest in this option.

5. **Non-Residential Conversion Policy Amendment:** The Council adopted a policy in 2004 outlining requirements for projects seeking to convert non-residential to residential land use. One requirement is to provide 10% of the new units as affordable. This option would change the existing policy to from 10% affordability (all income levels) to a minimum of 20% lower income affordability. Units provided to be quantified and brought back to Council if there is interest in this option.
6. **Land Use Amendment Policy:** In the future, any application which includes a Specific Plan Amendment involving a land use change must also include an increase in the density of unrelated HDR sites the applicant/property owner controls to a minimum of 30 units to the acre. Provides up to 1,306 units maximum. The actual units it would be reasonable to assume would be quantified and brought back to Council if there is interest in this option.
7. **Missing Middle Zoning:** Eliminate the R1 zone and have a new type of Citywide RS zone, with reduced setbacks, a minimum usable open space standard in lieu of a lot coverage standard, and multiple units permitted per lot. Units provided to be quantified and brought back to Council if there is interest in this option.
8. **Accessory Dwelling Unit (ADU) Policy:** Adopt an ADU ordinance more permissive than state requirements. Units provided to be quantified and brought back to Council if there is interest in this option.
9. **By-Right Development:** State law requires this option be enacted or the City loses credit for affected sites. If this option is not selected, the City's deficit increases by 2,100 units.
10. **Inclusionary Housing Policy:** Establish a new Affordable Housing overlay zone requiring development at specified income levels. This provides no new units, but would prevent unit losses.
11. **Development Agreement Requirement:** In the future, ensure all new Development Agreements contain a provision which allow land uses within Development Agreements to be modified in response to new Housing Cycles or changes in state housing law. This provides no units at this time, but would provide a mechanism to gain units in future. This approach has been adopted by other communities in the region, including Folsom.

Detailed analyses and explanations of these options are provided in the following sections.

DETAILED BACKGROUND

Option 1: Commercial Corridors – 400 units

City Council has identified commercial corridor planning and revitalization as a Council priority, and has allocated funding toward this planning effort for FY21. In addition, the City has received a \$310,000 grant from HCD for commercial corridor planning. Staff identified three corridors for the focus of this work: Harding Boulevard and Douglas Boulevard, Sunrise Avenue and Douglas Boulevard, and Atlantic Street. The draft project scope includes the creation of a Specific Plan for each corridor, focusing on increasing development flexibility through the application of mixed use zones, incentivizing redevelopment through the relaxation of standards, and encouraging applications by streamlining the application and approval process. Staff anticipates using the City's Downtown Specific Plan as a model. Specifically, each planning area has the potential to accommodate some of the City's RHNA allocation, as follows:

Harding/Douglas – As shown in Figure 1, below, most of this planning area has a Community Commercial land use designation. However, there are single-family residential properties on Douglas Boulevard and homes which have been converted to businesses. In addition, there are many older commercial properties with large parking fields, and hotel properties. In general, staff suggests rezoning most of the planning area to the Commercial Mixed Use designation, which would allow live-work, mixed use projects, and multiple-family residential projects.

Sunrise/Douglas – As shown in Figure 2, below, this planning area includes a mix of land use designations, including Community Commercial, Business Professional, Neighborhood Commercial, Public/Quasi-Public,

High Density Residential, Medium Density Residential, and Low Density Residential. Staff is still defining the most appropriate boundaries for this planning area and anticipates including additional properties to the north of the boundary currently shown. Staff suggests rezoning most of the planning area to the Commercial Mixed Use designation, and creating a transition between the commercial district and the single-family residential district on the southern boundary, by applying a higher density residential land use (either Medium or High Density Residential).

Atlantic Street – As shown in Figure 3, below, the majority of this planning area has a land use designation of Low Density Residential (LDR). However, substantial portions of the areas with an LDR land use designation have a zoning designation of Attached Housing (R3), and many of the properties in this area have multiple dwelling units on each parcel of land. This zoning inconsistency also occurs for the areas with a Medium Density Residential land use designation, where the property has a zoning designation of R3, Two-Family, or General Commercial. Staff suggests the following:

- Community Commercial land use and Commercial Mixed Use zoning designation for the existing commercial properties on the Atlantic Street frontage.
- High Density Residential land use and Attached Housing zoning designation for the residential property along the Atlantic Street frontage, for the land immediately behind the commercial properties, and for the land between Folsom Road and Adelante High School.

Staff anticipates the above changes could result in the addition of 400 residential units, total, in these planning areas.

Figure 1: Harding/Douglas Land Use

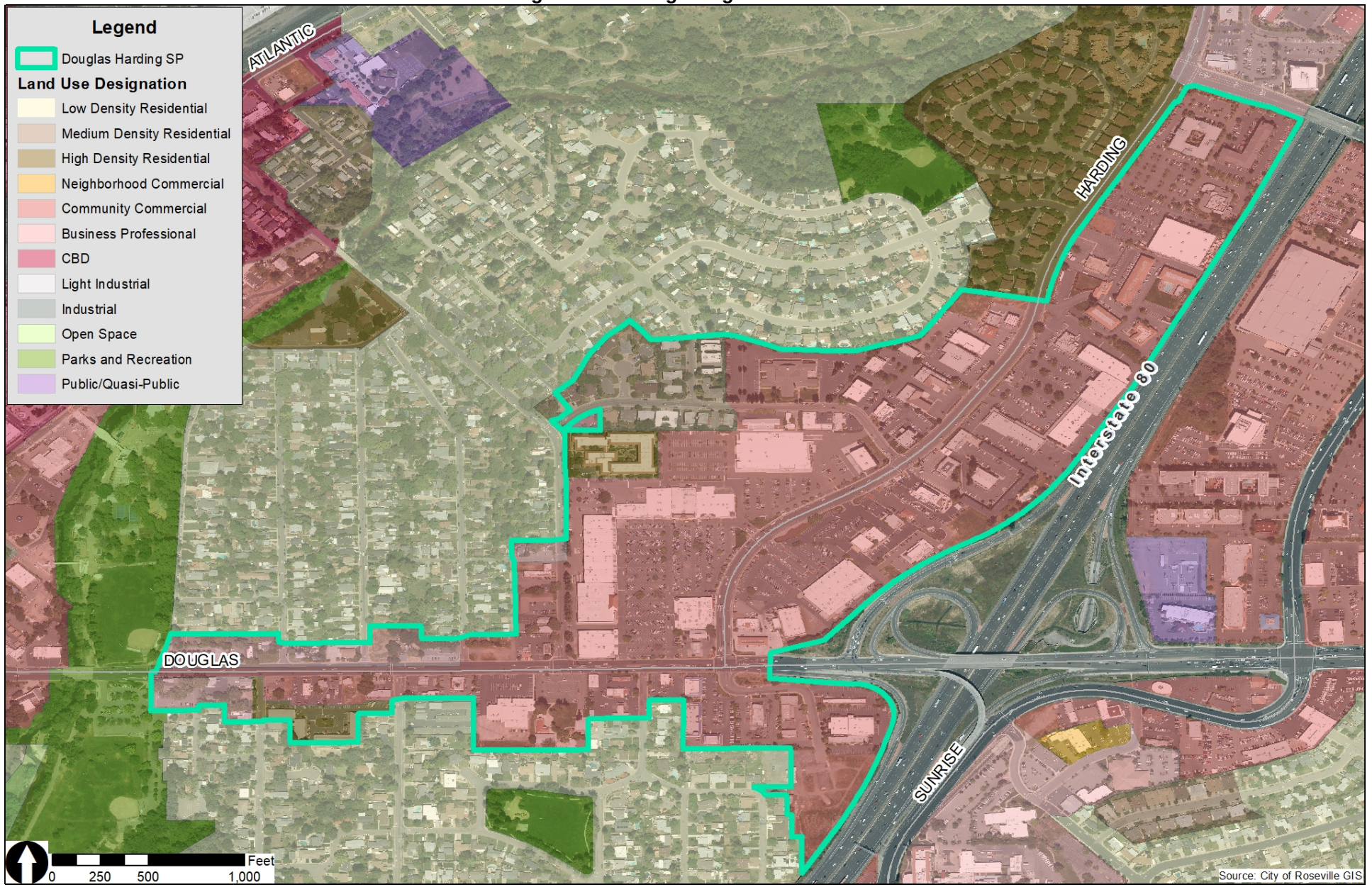


Figure 2: Sunrise/Douglas Land Use

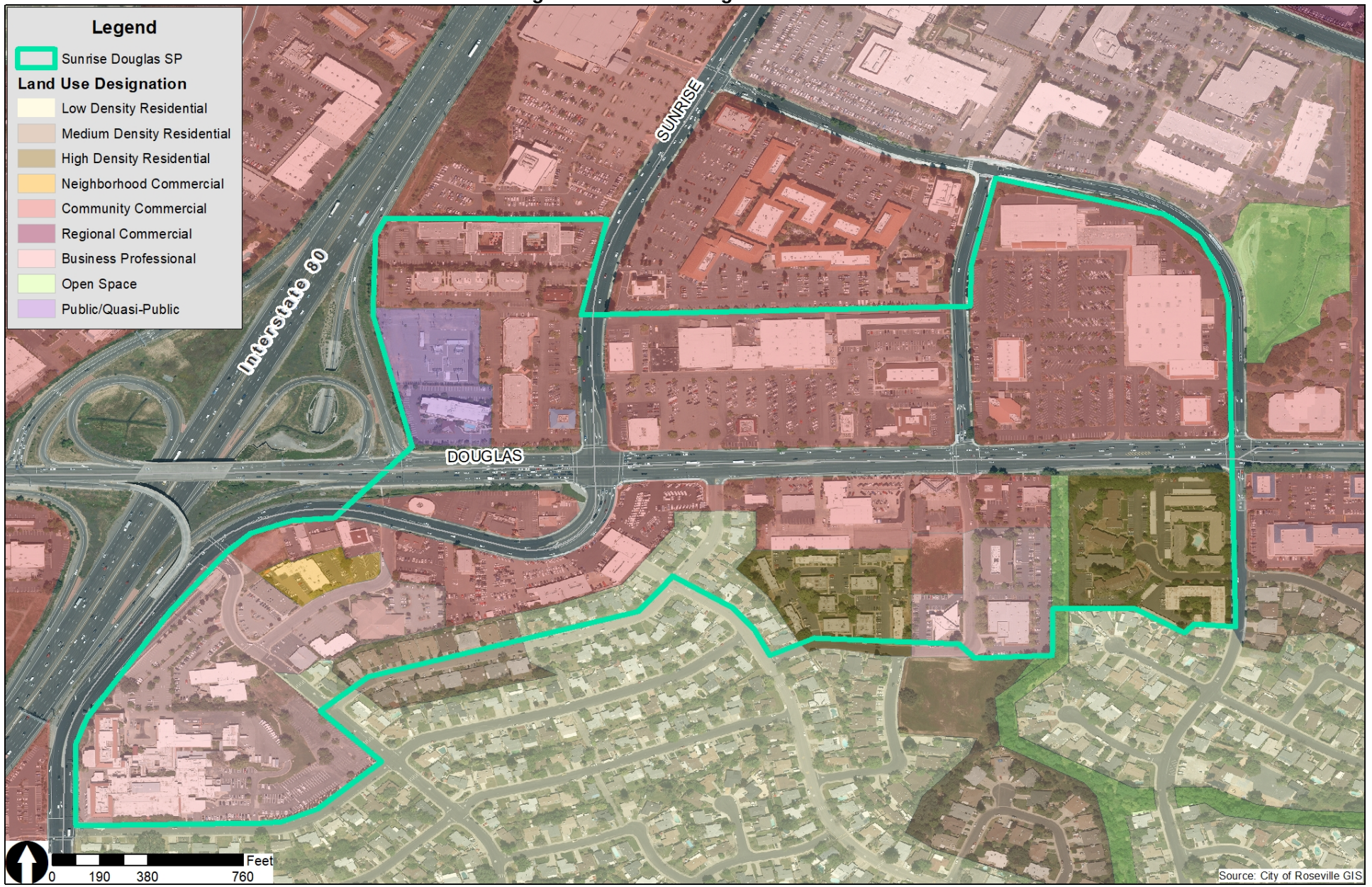
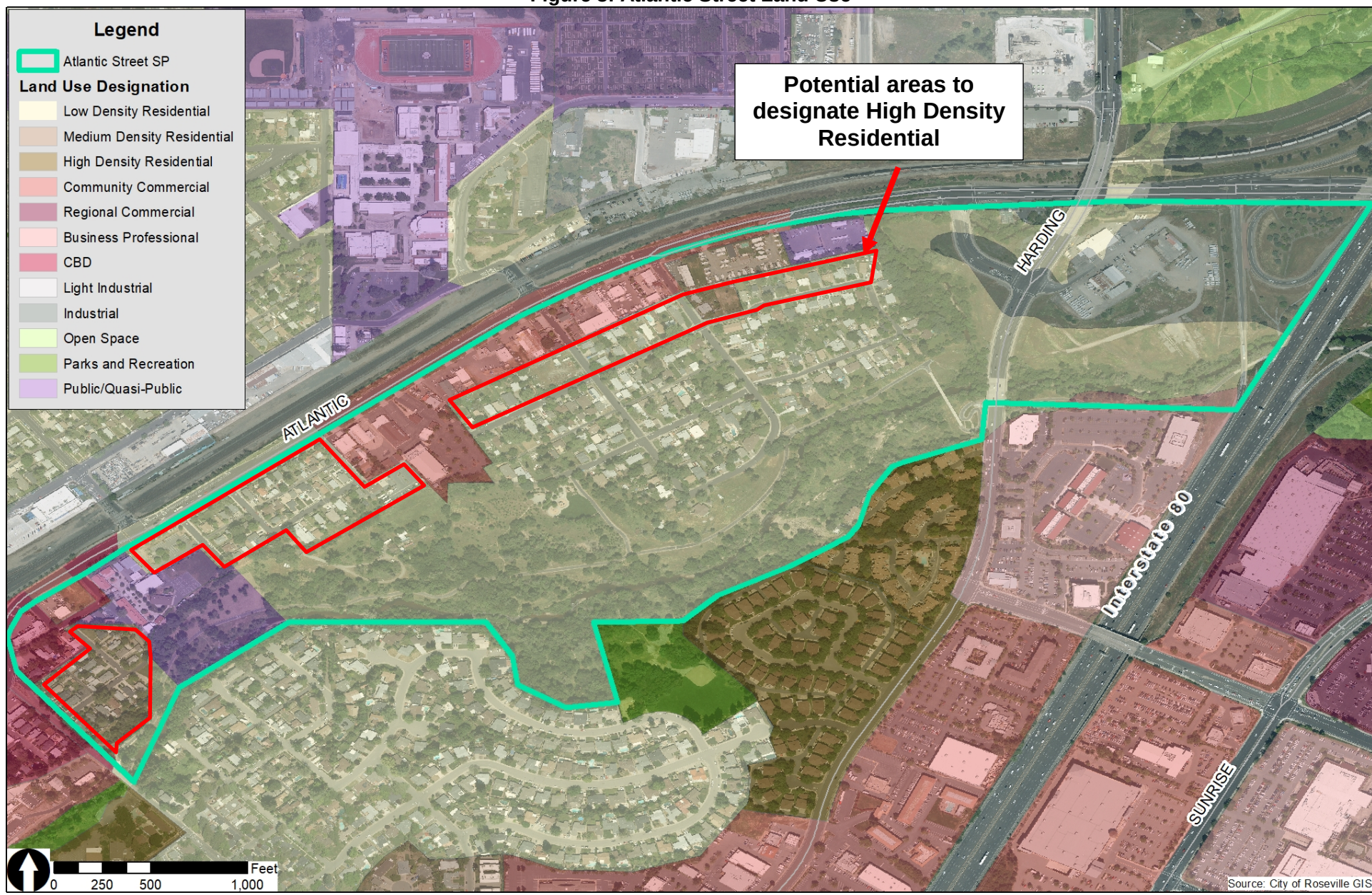


Figure 3: Atlantic Street Land Use



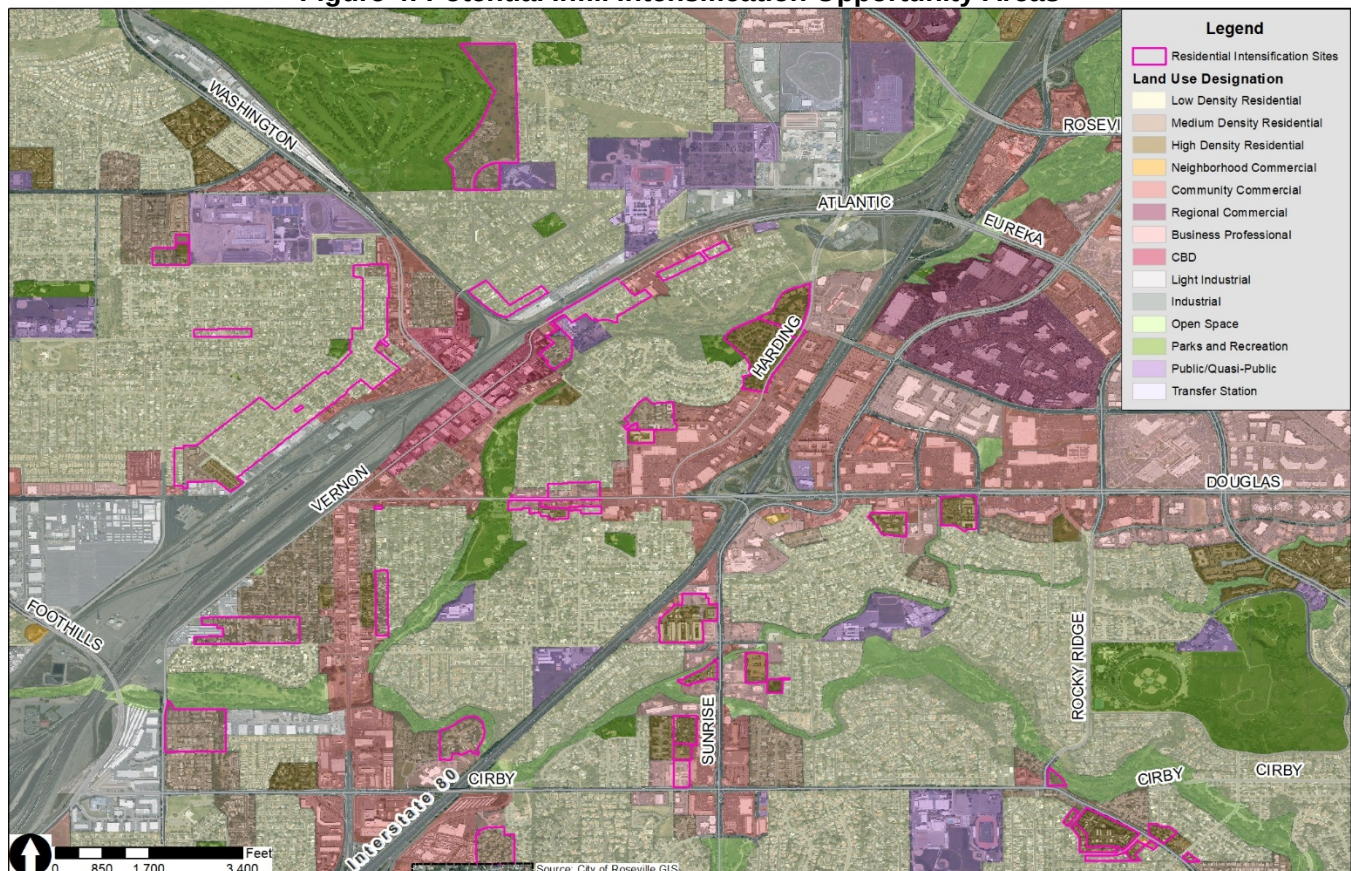
Option 2: Infill Intensification – up to 1,400 units (maximum)

This option consists of changing the land use designations of certain properties in the City's Infill planning area to allow higher densities. Staff examined all property within the Infill area of the City where the property is either zoned R3 (multiple-family designation), or has a land use designation of Medium Density Residential (MDR) or High Density Residential (HDR). The MDR and HDR sites were included because these are sites which already have more than one unit per lot, and were worth examining to determine if they were underdeveloped. Most of the properties with an existing R3 zoning designation have a Low Density Residential land use designation. The zoning reflects the presence of multiple units per lot on many parcels. Therefore, staff considered these good areas to examine the potential for intensification. Figure 4 shows all of the locations identified by staff.

A parcel-level analysis was completed by staff for all of the properties identified in Figure 4, to determine how many units could be added if allowable densities were increased. The analysis estimates a maximum amount—it is not a conservative estimate. Properties with vacant land area or which are currently developed with low-intensity apartments (e.g. four-plex) were assumed to have the potential to redevelop with apartments at a density of 30 units/acre. It was assumed that areas developed with single-family uses (three units or fewer) and areas with a mix of residential units (e.g. single-family adjacent to four-plexes) were unlikely to redevelop with apartments, so were assumed to have the potential to redevelop at a density of 15 units/acre. This density would not require demolishing existing single-family homes, but would include the construction of one or two additional units on the properties. Based on this analysis, this strategy has the potential to generate a *maximum* of 1,400 units. Staff expects the amount credited by HCD to be lower than this maximum.

Staff would propose to evaluate market data and trends and coordinate with small-scale developers to develop an estimate of units. Because completing this research will require a significant investment of staff time, this option has been brought to Council for feedback before undertaking the work. If Council is interested in pursuing this option, staff will complete the research and provide a report back on the numbers expected.

Figure 4: Potential Infill Intensification Opportunity Areas



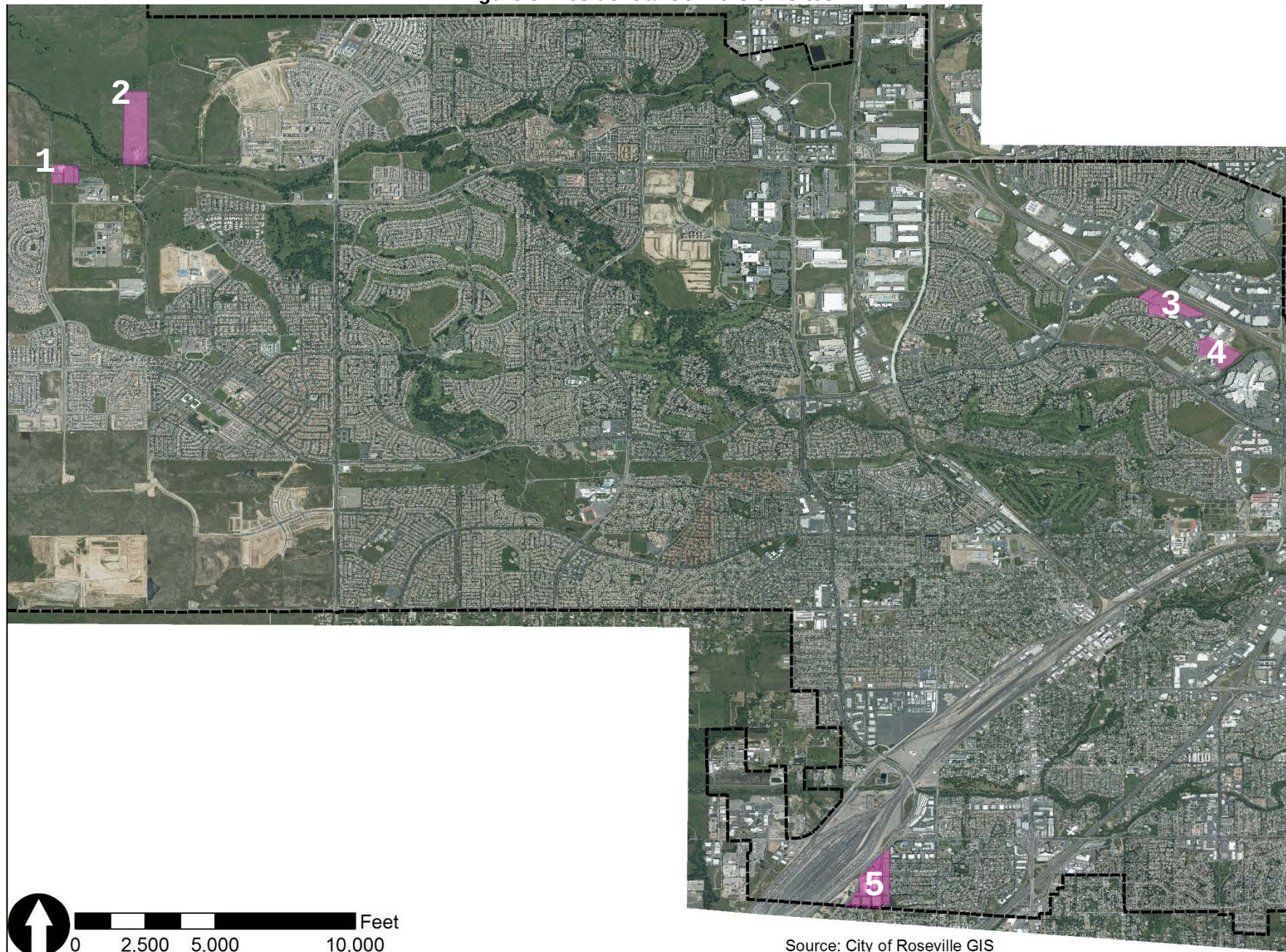
Option 3: Residential Conversion – up to 1,650 units

Staff examined vacant sites throughout the City to find properties with the potential to be converted to high density residential use. After screening out sites due to the presence of approved entitlements, Development Agreements, or significant environmental constraints (floodplain, wetland preserves, etc), the below sites remain for consideration (see Figure 5):

1. **City Property:** This ten-acre property is owned by the City and has a Community Commercial zoning and land use designation. Constraints include adjacency to the City's wastewater treatment plant and Roseville Electric Energy Plant, and frontage on Blue Oaks Boulevard. This is also adjacent to the future Regional Sports Facility. Due to these challenges, and because the City owns the property, this site might be best suited as a demonstration site. The City could seek out a public-private partnership to develop an emerging or innovative housing product on this site. Assuming 5 net-acres developed at a density of 30 units to the acre, this property could provide **150 units**.
2. **Harris Property:** This 40-acre property is designated Urban Reserve. The property owner was a non-participant in the Creekview Specific Plan, and is therefore not covered by the Development Agreement. A portion of this land is unavailable due to the presence of a creek, floodplain, and an occupied single-family home, and there would be additional land loss due to the need for major connecting roads, parks, and other public facilities. Conservatively assuming 20 acres is developable with housing at 30 units/acre, this property could provide **600 units**.
3. **Shea Property:** This includes multiple parcels totaling 20 acres, and is designated Business Professional (BP). Staff is aware of interest in developing this site with residential uses, but the interest is in market rate product. The proximity to Highway 65 and the onramp adds environmental constraints. This area has a BP land use designation specifically to provide a non-residential buffer between Highway 65 and the residential uses along Gibson Drive. Conservatively assuming 10 acres is developable with housing at 30 units/acre, this property could provide **300 units**.
4. **PAPPAS Property:** This includes two parcels of 6.7 and 7.9 acres, both designated BP. As with the previous property, this land has a BP land use designation to provide a non-residential buffer between Highway 65 and the residential uses along Gibson Drive. These properties are also surrounded by high-intensity non-residential uses (a conference center, a luxury gym with large outdoor recreation area, and the Galleria) which introduces compatibility and environmental constraints. However, assuming that 10 acres is developable with housing at 30 units/acre, this property could provide **300 units**.
5. **Railyard Site:** This includes multiple parcels which were approved for development with a business park which has never developed. Combined, the parcels total 34 acres with a land use designation of BP. This site involves significant environmental constraints, because it is adjacent to the widest section of the Union Pacific Railyard. Issues include hazardous conditions, hazardous materials/contamination, significant air quality issues, and noise issues. Though technically available, this site is a poor location for affordable housing. A more detailed planning approach would be needed in order to consider this site, which would focus on using some of the land for buffer uses and vegetation. Assuming that 10 acres is developable with housing at 30 units/acre, this property could provide **300 units**.

If all five sites were selected, this strategy could provide 1,650 units.

Figure 5: Residential Conversion Sites



Option 4: Affordability Policy Amendment – units to be determined

The City's current affordability policy imposes a 10% requirement on all newly entitled development. The City could increase this requirement, and could choose either to 1) only apply it to *new* residential units proposed in conjunction with a new Specific Plan or expansion of the City or 2) apply it to all new units as described above and to Amendments to Specific Plans requiring a Development Agreement Amendment. If the first option is selected, HCD has indicated that the City will not receive any additional housing credit. However, the policy change would better prepare the City for future high RHNA allocations. If the second option is selected, HCD has indicated a willingness to provide an additional increment of housing credit during the upcoming cycle.

To develop a new policy requirement, staff calculated how much affordable housing would have been required within the West Roseville, Sierra Vista, Creekview, Amoruso, and Campus Oaks planning areas (these have not reached buildout) in order to accommodate the current RHNA allocation. A 25% affordability policy would have resulted in approximately 6,200 units. However, requiring a quarter of all units to be affordable is extremely high, and while future RHNA allocations are expected to be higher than in the past, it is unclear whether they will be as high as this cycle. Therefore, if Council is interested in this option, staff recommends a 20% affordability policy because this amount is consistent with the affordability requirement in Option 5, below.

Staff developed a methodology to determine how many units could be credited if the City chose to apply this policy to Specific Plan and Development Agreement Amendments (SPA/DAA projects) which involve land use changes. The proposed methodology would include researching all SPA/DAA projects received during the last eight years (the length of a housing cycle), and calculating how many units would have been provided if all of those projects had been subject to a new 20% affordability policy. This number would then be used to forecast how many units could be gained during the next housing cycle. Because completing this research will require a significant investment of staff time, this option has been brought to Council for feedback before undertaking the work. If Council is interested in pursuing this option, staff will complete the research and provide a report back on the numbers expected.

OPTION 5: Non-Residential Conversion Policy – units to be determined

This option is similar to Option 4, but would specifically apply to projects which convert non-residential land to residential uses. Recognizing that such conversions can have negative community impacts, the City's existing Guidelines for Conversion of Non-Residential Uses require these projects to provide a defined community benefit. Furthermore, while the existing policy requires compliance with the City's 10% affordability policy, these projects typically involve single-family residential development; compliance provides moderate to above-moderate income housing, not lower income housing. Staff suggests Council consider several components as part of this option, any of which (or all) could be selected:

- A policy amendment to specifically require *lower income* affordable housing.
- A policy amendment to require a minimum of 20% affordable housing.
- A policy amendment to require all or some portion of the land be converted to High Density Residential use at a minimum density of 30 units to the acre.

Staff suggests framing the affordability requirement as a minimum, because this would provide the City with flexibility to require a greater share of affordable housing if determined to be appropriate.

The methodology to determine this number would be similar to Option 6. Staff would research the number of non-residential conversions which have occurred in the past eight years, and determine how many units could have been gained. Because completing this research will require a significant investment of staff time, this option has been brought to Council for feedback before undertaking the work. If Council is interested in pursuing this option, staff will complete the research and provide a report back on the numbers expected.

Option 6: Land Use Change Policy – up to 1,306 units

The West Roseville, Sierra Vista, and Amoruso Ranch Specific Plan areas include multiple vacant sites with HDR land uses at densities below 25 units per acre. Increasing the land use density of these sites to 30 units per acre would ensure the sites could be counted toward the inventory and would yield additional units. The City could adopt a policy which requires a Specific Plan Amendment project to include an increase in the density of HDR sites the applicant/property owner controls to a minimum of 30 units to the acre. If all of the currently vacant High Density Residential sites within the West Roseville, Sierra Vista, and Amoruso Ranch Specific Plans were amended to 30 units to the acre, a total of 1,306 units would be gained. The Creekview Specific Plan is not included, because all of the Creekview HDR sites are 29 or 30 units per acre.

Staff would research the number of Specific Plan Amendments which have occurred in the past eight years, and determine how many units could have been gained. Because completing this research will require a significant investment of staff time, this option has been brought to Council for feedback before undertaking the work. If Council is interested in pursuing this option, staff will complete the research and provide a report back on the numbers expected.

Option 7: Missing Middle Zoning – units to be determined

For decades, housing development in California and elsewhere has focused primarily on single-family homes or apartments, with very few attached mid-density projects (duplexes, bungalow courts, townhomes, etc). The term “missing middle housing” was coined to describe the lack of these housing options. The City’s R2 and R3 zones and both Medium and High Density Residential land use designations would accommodate these housing types, but very few examples of missing middle housing have been developed or proposed in the City. However, the California legislature and HCD have demonstrated significant interest in changing local land use regulations to allow multiple units within all residential zones, based on the premise that this type of housing is more likely to be built by individuals or small developers in infill areas. For this reason, staff has included missing middle zoning as an option for Council to consider.

This option would amend the Zoning Ordinance to eliminate the R1 zone and replace it with a new type of RS zone, with reduced setbacks, a minimum usable open space standard in lieu of a lot coverage standard, and multiple units per lot permitted. If Council is interested in pursuing this option, staff would develop proposed standards for this zone for Council review, including the maximum number of units Council would choose to allow. Alternatively, Council could adopt the new zone and only apply it to select infill areas, or adopt the new zone so that it is available to interested developers, but leave the City’s Zoning Map unchanged. City staff would need to prepare an inventory of all properties this would impact, and then work with HCD staff to develop an estimate of the number of units which could potentially be gained as a result of this change. This would likely be expressed as a percentage of the affected properties. Because completing this research will require a significant investment of staff time, this option has been brought to Council for feedback before undertaking the work. If Council is interested in pursuing this option, staff will complete the research and provide a report back on the numbers expected.

Option 8: Accessory Dwelling Units – units to be determined

State law has already relaxed standards and reduced fees for accessory dwelling units (ADUs) significantly. However, the City could relax standards and fees further, including developing language specifically addressing tiny homes (which are not on a permanent foundation). Staff has included this option because the California legislature and HCD have demonstrated significant interest in ADUs. Staff coordinated with SACOG and several other jurisdictions on an effort to quantify the number of ADUs which could be credited based on existing regulations. Further coordination would be required to determine the additional increment of development which could be assumed if a more permissive policy were adopted. However, the City typically receives fewer than five permits for ADUs per year, so staff expects the number will be very low.

Option 9: By-Right Development – avoids increasing the deficit by 2,100 units

Unlike the other options presented, this option does not provide the City with additional units; it prevents the City from losing credit for approximately 2,100 units which were counted in the prior Housing Element. Current housing law prohibits the City from taking credit for:

- Non-vacant sites included in the prior Housing Element, and
- Vacant sites which have been included in the past two Housing Elements

Unless by-right development (with a 20% affordability requirement) is permitted on these sites.

This legal requirement is new for this Housing Element cycle, and was premised on the perception by the legislature that if a site has not developed, it is likely due to procedural barriers to site development. While this process prohibits discretionary review, the law does allow the establishment of “objective design standards,” which would allow the City to maintain some level of Design Review for these projects. An objective design standard requires no discretion or interpretation (e.g. “use a minimum of three types of colors and materials” instead of “variation in color and materials should be considered”). Therefore, staff suggests establishing a new process which would allow multi-family projects to be approved via the Building Permit process if 1) a minimum of 20% of units are affordable to lower income households and 2) the project complies with new “objective design standards.” Staff would need to develop these standards and bring them to City Council for approval.

This new process could either be applied just for the affected properties through Development Agreements or as a Citywide Zoning Ordinance Amendment. A property-specific process would require negotiating voluntary amendments to more than a dozen existing Development Agreements, as well as negotiating new Development Agreements. While this option could be pursued, it would involve a significant investment of time and the outcome is not assured. Staff recommends pursuing a Citywide Zoning Ordinance Amendment.

Option 10: Inclusionary Housing Policy – avoids future unit loss (no gains)

State law requires the City maintain its RHNA allocation at all times. If a high density site identified in the City’s RHNA inventory develops as a market-rate complex, this is a loss which the City is obligated to offset by identifying additional land or units. The City cannot deny a project for causing a deficit, nor can the City make approval contingent on an applicant making up this loss. However, the City could adopt an amendment to the Zoning Ordinance establishing a new Affordable Housing overlay zone. This zone would require development to be affordable at a specified income level. In future, the City can then apply this zoning designation to all properties identified as lower income housing within the RHNA inventory, which would avoid issues related to net loss.

Option 11: Development Agreement Policy – avoids future unit loss (no gains)

While the City has significant undeveloped land area which could be used to accommodate additional lower income units, nearly all of this land is within an active Development Agreement. Consequently, this land is only available for conversion to a High Density Residential land use with a willing land owner. This is the least profitable housing type, and as a consequence land owners are not eager to engage in a voluntary land use amendment. While discussing this constraint with other jurisdictions at SACOG’s Housing Planners meetings, certain jurisdictions indicated that their Development Agreements contained a clause allowing land uses to be modified in response to new Housing Cycles or changes in state housing law. If this option were available, City Council would have significantly expanded options to address the RHNA allocation. Therefore, although it does not address the current need, staff recommend City Council consider requiring such a clause in all Development Agreements and Development Agreement Amendments in future. Suggested language is as follows:

"City has advised Landowner that the land uses vested with this approval are required to maintain the Plan Area's fair share of low, very low, and extremely low income housing (collectively, lower income housing) at all times. The share of lower income housing identified in the Affordable Housing chapter of the Plan Area is based on City's current Housing Element and Regional Housing Needs Allocation. Should a future Housing Cycle or changes in state law require City to increase its share of lower income housing, Landowner acknowledges that Landowner will be required to increase the amount of lower income units within the Plan area in order to comply with the provision that the Plan area maintain its fair share of lower income housing at all times."



COUNCIL COMMUNICATION

CC #: 0891

File #: 0323

Title: Police Department Update

Contact: Rob Baquera 916-774-5015 rbaquera@roseville.ca.us

Meeting Date: 7/15/2020

Item #: 10.2.

RECOMMENDATION TO COUNCIL

This is an informational item. There is no recommendation for action requested with this department update presentation.

BACKGROUND

The Police Department seeks to inform and update the City Council on the innovation and evolution of police operations. This presentation is a part of a larger effort across the City to increase transparency and share advancements in operations.

FISCAL IMPACT

There is no fiscal impact related to this department update presentation.

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. An informational update meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Rob Baquera, Department Public Information Officer

James Maccoun, Police Chief

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

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 0889

File #: 0201

Title: Fiscal Year 2019-20 Third Quarter Report

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

Meeting Date: 7/15/2020

Item #: 10.3.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

This report summarizes the City's financial position through the third quarter of FY2019-20 for (1) the General Fund, (2) the enterprise operating funds, and (3) revenues in other selected funds. This report also includes an update on the impacts of the COVID-19 pandemic on fourth quarter revenues and expenditures/expenses. Staff plan to publish the fourth quarter report in October and present it to the City Council along with any recommended budget revisions based on updated financial information.

FISCAL IMPACT

This item is a financial update only and has no fiscal impact.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Third Quarter Report



Third Quarter Report

Fiscal Year 2019-20

Third Quarter Report

Fiscal Year 2019-20

Overview

This financial report provides an overview of the City's financial position through the third quarter of the fiscal year (FY) 2019-20 (July 1, 2019, through March 31, 2020) for (1) the General Fund, (2) the major enterprise operating funds, and (3) revenues in other selected funds. City departments and the Budget Office analyzed budget to actual performance for potential issues requiring immediate action and identified none. Staff plan to publish the fourth quarter report in October and present it to the City Council along with any recommended budget revisions based on updated financial information.

The following factors should be taken into considerations when analyzing this third-quarter report:

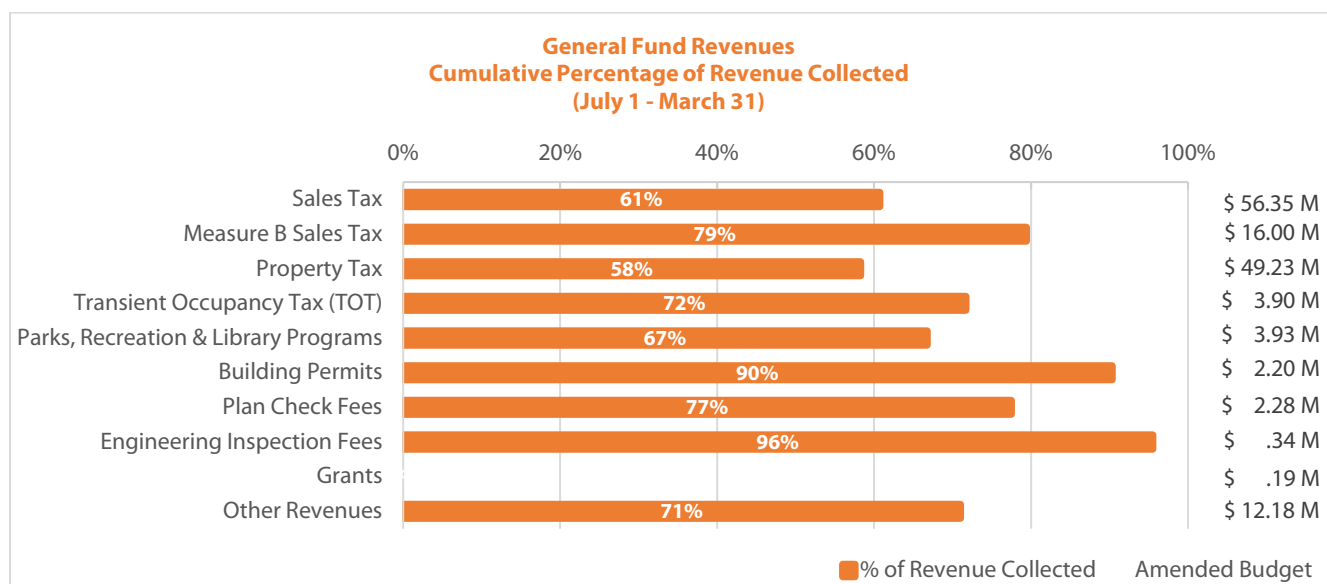
- The COVID-19 pandemic has caused wide-ranging impacts on the economy, including significant unemployment and reduced retail sales and hotel occupancy due to business closures and stay-at-home orders, which have direct correlations to the City's significant General Fund tax revenues (sales and transient occupancy taxes). The pandemic has also affected revenue and expenses of programs in other City funds, including the utilities, transit, youth development, and golf. Although the pandemic began during the third quarter, reductions in some of the City's more significant revenues streams are not reflected in this third quarter report due to the timing associated with receiving these revenues. Since the more significant impacts of COVID-19 are occurring during the fourth quarter, this report also includes an update on revenues and expenditures to date.
- Property tax revenue is received in mid-January and mid-May.
- Some significant expenditures/expenses are incurred upfront (for example, the annual payment to CalPERS toward the City's Unfunded Accrued Liability (UAL) and some contracts with annual payments) with variances smoothing out over the fiscal year.

General Fund: Operating Revenues

The following table includes cumulative revenue through the third quarter and a revenue budget to actual comparison for FY2019-20.

Revenue Type	Budget to Cumulative Revenue Comparison (July 1 – March 31)			
	Amended Budget	Cumulative Revenues	Balance	% of Budget
Sales Tax	\$ 56,348,950	\$ 34,214,723	\$ 22,134,227	61%
Measure B Sales Tax	16,000,000	12,703,061	3,296,939	79%
Property Tax	49,227,860	28,684,892	20,542,968	58%
Transient Occupancy Tax (TOT)	3,900,000	2,795,540	1,104,460	72%
Parks, Recreation & Library Programs	3,934,560	2,626,248	1,308,312	67%
Building Permits	2,200,000	1,986,768	213,232	90%
Plan Check Fees	2,281,322	1,767,180	514,142	77%
Engineering Inspection Fees	340,400	325,104	15,296	96%
Grants	191,643	0	191,643	0%
Other Revenues	12,179,313	8,646,758	3,532,555	71%
Total	\$ 146,604,048	\$ 93,750,274	\$ 52,853,774	64%

General Fund operating revenues are at 64 percent of the budget through the third quarter of the current year, primarily due to the timing associated with receiving some of the larger revenues sources. For instance, property tax is the second largest General Fund revenue source, but funding is received in two installments (mid-January and mid-May). The second installment will be reflected in the fourth quarter report. Overall, this level of collection as of the third quarter is similar to the prior year (62 percent in FY2018/19 and 64 percent in FY2019/20).



Staff is projecting a General Fund revenue shortfall in the range of \$2 million to \$9 million due to the COVID-19 pandemic. This shortfall will be offset with expenditure controls, including the implementation of a hiring freeze and a pause on non-essential programs and activities, and a transfer from the General Fund Stabilization Reserve.

Following are additional details on specific General Fund revenue sources:

- Sales tax (Bradley Burns) revenues are at 61 percent and Measure B sales tax revenues are at 79 percent of budget as of the 3rd quarter. The percentage rate of collection for the Bradley Burns sales tax revenue through the third quarter are in line with prior year disbursements from the State of California (\$34.4 million in FY2018-19 and \$34.2 million in FY2019-20). The higher percentage rate of collection for Measure B sales tax revenue is primarily due to the conservative budget for the full first year of the voter-approved local tax.

The closure of retail stores due to the pandemic toward the end of the third quarter is having a significant impact on this revenue stream. In addition, the State has implemented several programs to assist businesses, including an extension on filing sales tax returns and paying taxes due for the January to March 2020 quarter for 90 days, and a small-business deferral program, which allows for a 12-month interest-free payment plan. The magnitude of the impact of the retail closures, as well as the state sales tax extension and deferral programs, will not come into focus for several more months because of the timing associated with the state's collection and distribution of these funds. The City will not receive all of the sales tax revenues for the January to March 2020 period, because of the filing extension, or revenues from the April to June period until late August.

The City has collected three additional sales tax distributions (in April, May and June) that are not included in this report because they were received after the end of the City's third quarter.

The Bradley-Burns sales tax revenue distributions received after the third quarter include:

- \$4.2 million received in April for the January to March 2020 quarter
- \$2.7 million clean-up payment received in May for the January to March 2020 quarter
- \$3.6 million received in June, including a \$2.5 million estimated advance for the April to June 2020 quarter and a \$1.1 million clean-up payment for the January to March 2020 quarter

These additional payments bring the total collected through June to \$43.9 million compared to the \$55.2 million budget. Additional payments will be received in July and August for the April to June quarter and any residual clean-up payments for the January to March quarter. Staff anticipate that Bradley-Burns sales tax revenues will end the year \$4-8 million below budget.

The Measure B local sales tax revenue distributions received after the third quarter include:

- \$1.7 million received in April for the January to March 2020 quarter
- \$482,000 clean-up payment received in May for the January to March 2020 quarter
- \$1.4 million received in June, including a \$787,000 estimated advance for the April to June 2020 quarter and a \$580,000 clean-up payment for the January to March 2020 quarter

These additional Measure B payments bring the total collected through June to \$16.2 million compared to the \$16.0 million budget.

- Property tax revenues are at 58 percent of the budget as of the 3rd quarter. As mentioned previously, the second installment of property tax revenues will be received during the fourth quarter. Staff anticipates that the City will generate revenue between \$50.2 million to \$51.2 million in property taxes during FY2019-20. This equates to \$1 million to \$2 million above budget forecasts. Property tax revenue is based on the assessed value of property as of January 1, 2019; therefore, other than minor delinquent collections, the COVID-19 pandemic will not significantly affect property tax revenues during FY2019-20.
- The pandemic has hit the hotel and motel industry particularly hard. TOT revenue through the third quarter is \$2.8 million compared to the budget of \$3.9 million. The City has received three additional TOT payments (in April, May and June), totaling \$552,530 that are not included in this report because they were received after the end of the City's third quarter. In April alone, revenues dropped by 75 percent as compared to the prior year (\$311,000 in FY2018-19 and \$77,000 in FY2019-20). This reduction is contributing to a forecasted \$1 million shortfall in this revenue category.
- Building permit revenues, plan check fees, and engineering inspection fees are all on track to come in on or above budget due to the level of development activity in the City. These revenue streams have been minimally impacted by the COVID-19 pandemic.
- Other revenues include reimbursements from the State, development reimbursement activity, business license tax, and rental revenues. As of the end of the third quarter, the City had received approximately \$3.5 million or 71 percent of estimated revenue.

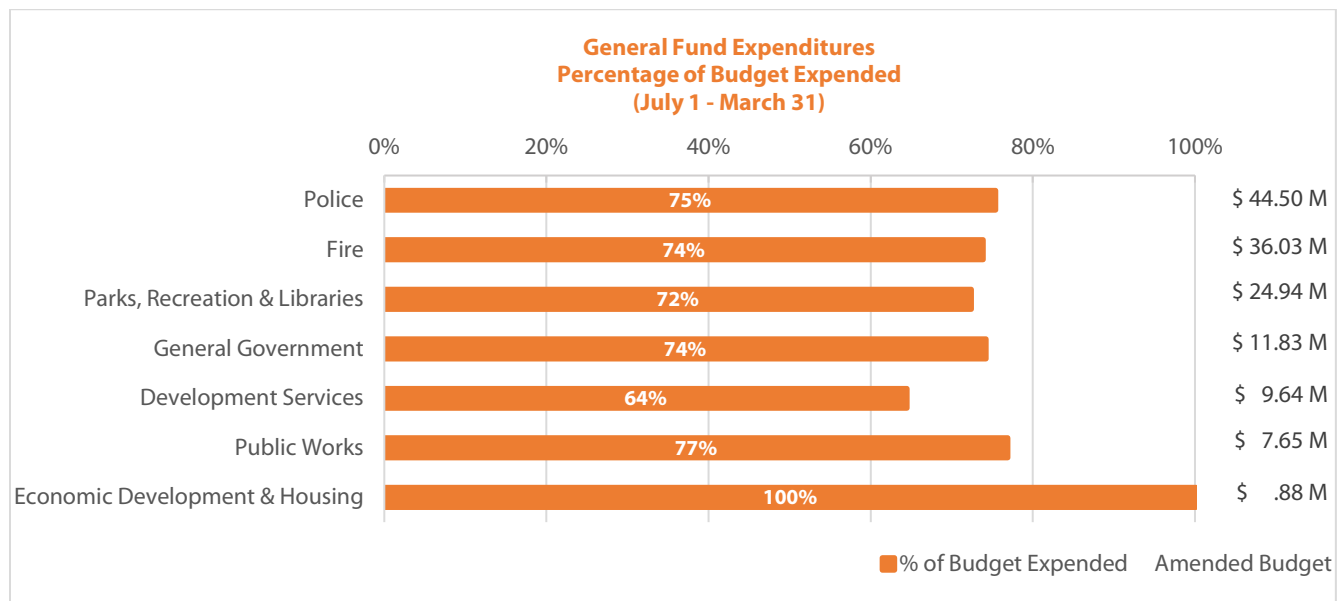
General Fund: Operating Expenditures

The following table includes cumulative third quarter expenditure comparisons for General Fund departments for FY2019-20.

Department	Budget to Cumulative Expenditure Comparison (July 1 – March 31)			
	Amended Budget	Cumulative Expenditures	Balance	% of Budget
Police	\$ 44,501,957	\$ 33,559,315	\$ 10,942,642	75%
Fire	36,032,753	26,614,740	9,418,013	74%
Parks, Recreation & Libraries	24,942,685	18,063,080	6,879,605	72%
General Government*	11,829,917	8,778,947	3,050,970	74%
Development Services	9,642,075	6,217,750	3,424,325	64%
Public Works	7,653,032	5,884,368	1,768,664	77%
Economic Development & Housing	876,841	877,953	(1,112)	100%
Total	\$ 135,479,260	\$ 99,996,153	\$ 35,483,107	74%

*Includes City Council, City Manager, Public Affairs and Communications, City Attorney, Finance, Human Resources, and City Clerk.

Through the first nine months, as compared to budget, General Fund expenditures are tracking as expected at 74 percent of the budget. This level of spending is similar to the prior year (72 percent in FY2018-19 and 74 percent in FY2019-20). The slight overage in the Economic Development & Housing budget is primarily due to General Fund labor expenditures that will be re-allocated to Housing funds, as well as the upfront payment to CalPERS and annual membership contributions to economic development organizations at the beginning of the year. After re-allocating the General Fund labor expenditures, the Economic Development & Housing Department anticipates coming in on budget by the end of the fiscal year.



In anticipation of revenue shortfalls due to COVID-19, the City has implemented a number of cost saving measures including a hiring freeze, halting all non-essential travel and pausing non-essential projects. Many of these

measures were put into place toward the end of the third quarter so the savings associated with these measures will help offset the impact of revenue shortfalls.

Enterprise Funds: Operating Revenues and Expenditures

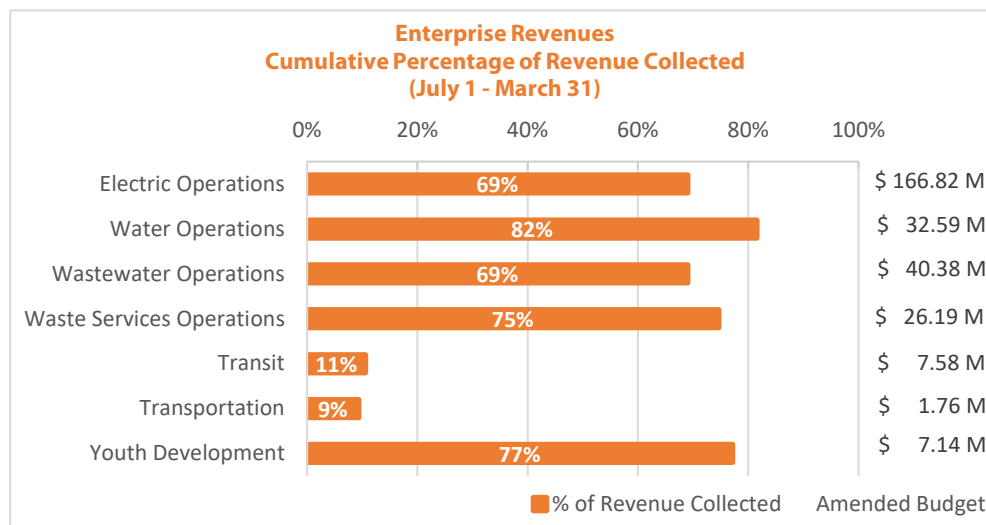
Revenues

At the end of the third fiscal quarter, most of the Enterprise Funds' revenue collection was in the 70 to 75 percent range of projected revenues. This level of revenue collection is similar to prior years.

	Budget to Cumulative Revenue Comparison (July 1 – March 31)			
	Amended Budget	Cumulative Revenues	Balance	% of Budget
Electric Operations	\$ 166,816,565	\$115,111,209	\$ 51,705,356	69%
Water Operations	32,586,519	26,589,024	5,997,495	82%
Wastewater Operations	40,382,779	27,874,933	12,507,846	69%
Waste Services Operations	26,192,571	19,557,420	6,635,151	75%
Transit	7,579,004	803,918	6,775,086	11%
Transportation	1,761,023	164,706	1,596,317	9%
Youth Development	7,138,254	5,506,721	1,631,533	77%

The Electric Department expects that operating revenues for FY2019-20 will be approximately \$6 million under budget primarily due to a decline in electricity sales of \$5.2 million, of which \$2.2 million is associated with the COVID-19 emergency. The remaining \$0.8 million shortage is related to reduced revenue from greenhouse gas (GHG) allowance auction proceeds. Reduced operating costs will offset the decline in Electric revenues.

Water revenues are tracking at 82 percent of the budget; a contributing factor for this trend is the increased development in the City through the third quarter. Wastewater revenues are slightly under budget due to timing associated with receiving wastewater reimbursements from the South Placer Municipal Utility District and County of Placer.



Larger budget to actual variances in the Transit and Transportation enterprise funds are due to the timing associated with their primary funding streams as the majority of their revenue is realized in the last two quarters of the fiscal year. However, due to the impact of COVID-19, only 80 to 85 percent of the

revenue will be collected through year-end, the remaining 15 to 20 percent is expected in the month of August. Another contributing factor to decreased Transit revenues is the loss of passenger fares as a result of COVID-19. To mitigate the impact of reduced revenues, the City Council adopted a resolution to submit a Federal Transit

Administration (FTA) grant request for apportioned Coronavirus Aid Relief and Economic Security (CARES) Act funds of \$2,679,013. The CARES Act funds will make up for the shortfall due to lost revenue and increased expenses as a direct result of COVID-19 over the last quarter of FY2019-20 and throughout FY2020-21.

Although the Youth Development fund revenues are tracking at 77 percent of the budget through the end for the third quarter, the closure of Adventure Club and Preschool centers due to COVID-19 resulted in reduced before and after school child care, and preschool tuition fees as these valuable services were temporarily suspended. The revenue shortfall is estimated to be 20 to 22 percent of the budget. Staff is exploring options to mitigate the financial impacts of the lost revenue, and will return to City Council with an update and recommendations in the fall.

Expenditures

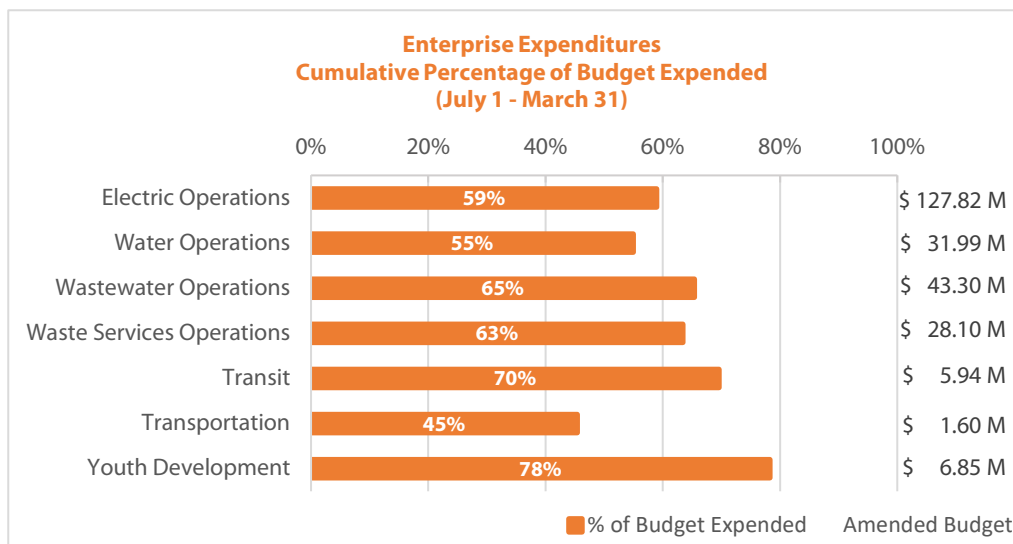
Overall, expenditures for all of the enterprise funds are tracking to end the year under budget due to expense controls, vacancies, or seasonal expenditures.

Electric expenditures are tracking at 59 percent due to reduced purchased power costs and savings in salaries, materials, services, and supplies. Expenditures for the Environmental Utilities funds are expected to level off during the fourth quarter, as the weather gets warmer.

Transit Fund expenses are expected to come in higher than expected during the fourth quarter due to enhanced bus and shelter cleaning and disinfection protocols implemented, because of COVID-19, as well as increased operational costs to provide delivery services for Family Meal Roseville. The increase in COVID-19 related expenses in the last quarter of FY2019-20 will be offset by Roseville Transit's expected CARES Act funding.

During the transition to the new Oracle financial system, some labor related expenses in the Transportation Fund were coded to incorrect funds and cost centers. This miscoding has led to the Transportation Fund tracking lower than budget as of the end of the third quarter. Staff is in the process of fixing this issue and the corrected expenditures will be reflected in the fourth quarter report.

	Budget to Cumulative Expenditure Comparison (July 1 – March 31)			
	Amended Budget	Cumulative Expenditures	Balance	% of Budget
Electric Operations	\$ 127,815,726	\$ 75,380,512	\$ 52,435,214	59%
Water Operations	31,994,531	17,588,214	14,406,317	55%
Wastewater Operations	43,302,311	28,322,107	14,980,204	65%
Waste Services Operations	28,104,440	17,827,188	10,277,252	63%
Transit	5,941,546	4,135,253	1,806,293	70%
Transportation	1,595,741	724,406	871,335	45%
Youth Development	6,854,478	5,366,178	1,488,300	78%



The three percent variance in the Youth Development fund, from the expected 75 percent consumption mark, is due to the annual payment to CalPERS and the cost of seasonal temporary labor employed during the summer months of 2019. Effective at the end of March, all temporary part-

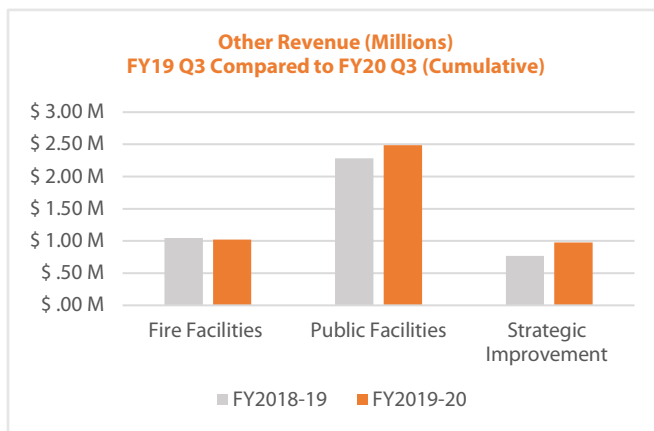
time employees working for the programs funded through the Youth Development Fund were laid off due to COVID-19 program closures. This measure will represent a decrease of approximately 6 percent of budgeted expenses through year-end. Full-time employees have continued to work through the closure by providing support to other departmental programs; however, due to the lack of revenue to support their salaries, staff is anticipating a \$900,000 decrease in the fund balance of the Youth Development Fund.

Other Revenue

The following table shows revenues in the Fire Facilities, Public Facilities, and Strategic Improvement Funds through the third quarter of FY2018-19 and FY2019-20. The revenue

	Budget to Cumulative Revenue Comparison (July 1 – March 31)				
	FY2018-19 Actual	Amended Budget	Cumulative Revenues	Balance	% of Budget
Fire Facilities	\$ 1,048,044	\$ 1,333,744	\$ 1,021,344	\$ 312,400	77%
Public Facilities	2,284,471	3,723,570	2,485,993	1,237,577	67%
Strategic Improvement	769,582	1,853,220	974,786	878,434	53%

estimates for these three funds are based on a multi-year trend analysis of forecasted single family, multi-family and commercial development and prior year revenue collections. The FY2019-20 budget for the Strategic Improvement



Fund (SIF) includes \$584,800 in surplus property sales proceeds. Without taking into consideration the unrealized revenue from property sales, the SIF revenue is tracking at 76 percent of budget. Despite trending lower than budget, revenue collection through the third quarter of FY2019-20 for the Public Facilities Fee Fund is higher than the prior year.



COUNCIL COMMUNICATION

CC #: 0873

File #: 0206-03-01 & 0400-09-01

Title: Creekview Community Facilities District No. 2 (Public Service) - Resolution of Formation; Resolution of Annexation of Territory to Community Facilities District No. 3 (Municipal Services) - Annexation No. 24 (Creekview)

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

Meeting Date: 7/15/2020

Item #: 11.1.

RECOMMENDATION TO COUNCIL

Staff recommends that Council adopt the following resolutions:

- Resolution of Formation of City of Roseville Creekview Community Facilities District No. 2 and Future Annexation Area (Public Services)
- Resolution Calling Special Landowner Election for City of Roseville Creekview Community Facilities District No. 2 (Public Services)
- Resolution Declaring Results of Special Landowner Election and Directing Recording of Special Tax Lien for City of Roseville Creekview Community Facilities District No. 2 (Public Services)
- Ordinance of the City of Roseville Levying Special Tax Within the Creekview Community Facilities District No. 2 (Public Services)
- A Resolution of Annexation of Territory to Community Facilities District No. 3 (Municipal Services) Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors
- A Resolution Declaring Results of Special Annexation Election for Community Facilities District No. 3 (Municipal Services), Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien.

BACKGROUND

The purpose of the public hearing is to: 1) hear all interested parties on the matters pertaining to the formation of the Community Facilities District (CFD); 2) call a special election of eligible voters (landowners) in the CFD; and 3) declare the election results and direct the City Clerk to record a Notice of Special Tax Lien at the County of Placer.

The landowners are obligated under a Development Agreement By and Between the City of Roseville and Granite Bay Development II, LLC, Phillips Road 160 Investors Limited Partnership, Phillip Road Land, LLC, J & KD Enterprises, LLC, Soule Investments, LLC,

Bennett West Roseville, LLC, Decou West Roseville, LLC, Blue Oaks-Roseville, LP, and Chuang Relative to the Creekview Specific Plan (the DA), to participate in a Public Services CFD (CFD No. 2) to fund the ongoing maintenance obligations of authorized services within the district and to annex into the existing Municipal Services CFD (CFD No. 3).

The property within the boundaries of Creekview CFD No. 2 will be assessed special taxes as described in the Rate and Method of Apportionment.

The annexation into CFD No. 3 will incorporate the Creekview territory as an annexation, named Community Facilities No. 3 (Municipal Services), Annexation 24 (Creekview), under the Mello-Roos Community Facilities Act of 1982. The landowner submitted the required property owner ballots to the City Clerk, agreeing to be annexed into CFD No. 3. The landowner agrees to pay the approved special tax sufficient to pay the costs of the CFD, levied annually among the parcels within the CFD, at the maximum special tax rates identified in the Amended Notice of Special Tax for CFD No. 3.

On June 3, 2020, the City Council adopted Resolution of Intention #20-204, to Form Creekview Community Facilities District No. 2 (Public Services) and Future Annexation Area, and Resolution of Intention #20-205, to Annex Territory to Community Facilities District and Authorize the Levy of Special Taxes Therein, City of Roseville, Community Facilities District No. 3 (Municipal Services), Annexation 24 (Creekview), and set July 15, 2020, at 6:00 p.m. as the time and place to conduct a public hearing.

FISCAL IMPACT

The Public Services CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs for the maintenance as allowed per the List of Authorized Services. The special taxes will allow for an annual escalation factor, not to exceed 4%. The formation and administration of the CFD will not impact the City's General Fund.

The annexation into the Community Facilities District No. 3 (Municipal Services) helps offset the property's impact on the City General Fund resources available to pay for municipal services and therefore will not negatively impact the General Fund.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 20-289

Resolution No. 20-290

Resolution No. 20-291

Ordinance Levying Special Tax

Notice of Special Tax Lien

Creekview CFD 2-Hearing Report

CFD 2-Notice of Public Hearing

Resolution No. 20-292

CFD 3-Notice of Public Hearing

Resolution No. 20-293

CFD 3-Amended Notice of Special Tax Lien

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 20-289

**A RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT AND
FUTURE ANNEXATION AREA**

**CITY OF ROSEVILLE
Creekview Community Facilities District No. 2
(Public Services)**

WHEREAS, on June 3, 2020, the City Council (the "Council") of the City of Roseville (the "City") adopted a resolution entitled "A Resolution of Intention to Form Creekview Community Facilities District No. 2 (Public Services) and Future Annexation Area" (the "Resolution of Intention"), stating its intention to form "City of Roseville Creekview Community Facilities District No. 2 (Public Services)" (the "CFD") and a Future Annexation Area thereto (the "Future Annexation Area"), pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act");

WHEREAS, the Resolution of Intention, incorporating a map of the proposed boundaries of the CFD and the Future Annexation Area and stating the services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

WHEREAS, on this date, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD and the Future Annexation Area;

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area, the services to be provided therein and the levy of such special tax were heard and a full and fair hearing was held;

WHEREAS, at the hearing evidence was presented to this Council on such matters before it, including a special report (the "Report") as to the services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this Council at the conclusion of said hearing is fully advised in the premises;

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the rate and method of apportionment of the special taxes have not been filed with the City Clerk by 50% or more of the registered voters residing within the territory of the CFD or property owners of one-half or more of the area of land within the CFD and not exempt from the proposed special taxes; and

WHEREAS, written protests have not been filed with the City Clerk against the proposed annexation of the Future Annexation Area to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the proposed boundaries of the CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the Future Annexation Area, (iii) owners of one-half or more of the area of land in the proposed CFD or (iv) owners of one-half or more of the area of land in the Future Annexation Area.

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. Recitals Correct. The foregoing recitals are true and correct.
2. No Majority Protest. The proposed CFD, the proposed Future Annexation Area and the proposed special tax to be levied within the CFD have not been precluded by majority protest pursuant to section 53324 of the Act.
3. Prior Proceedings Valid. All prior proceedings taken by this City Council in connection with the establishment of the CFD and the Future Annexation Area and the levy of the special tax within the CFD have been duly considered and are hereby found and determined to be valid and in conformity with the Act.
4. Name of CFD and Future Annexation Area. The community facilities district designated “City of Roseville Creekview Community Facilities District No. 2 (Public Services)” and the future annexation area designated “City of Roseville Creekview Community Facilities District No. 2 (Public Services) (Future Annexation Area)” are hereby established pursuant to the Act.
5. Boundaries of CFD. The boundaries of the CFD and the Future Annexation Area, as set forth in the map of the CFD and the Future Annexation Area recorded in the Placer County Recorder’s Office on June 19, 2020 in Book 3 at Page 96 of Maps of Assessment and Community Facilities Districts as Document No. 2020-0060353, are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD and the Future Annexation Area.

Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a “Unanimous Approval”) of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

6. Description of Services. The type of public services proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in Exhibit B hereto and by this reference incorporated herein (the “Services”). The City intends to provide the Services on an equal basis in the original territory of the CFD and territory annexing into the CFD from the Future Annexation Area.

7. Special Tax.

a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax (the “Special Tax”) sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this Council.

b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in Exhibit A attached hereto and hereby incorporated herein. As contemplated by the rate and method of apportionment of the Special Tax included as Exhibit A, parcels

may annex into the CFD in the future within a different tax zone(s) and may have different maximum annual special tax rate(s).

c. Territory in the Future Annexation Area will be annexed into the CFD and a special tax will be levied on such territory only with the Unanimous Approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed into the CFD. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the Future Annexation Area, is intended to be levied annually within the Future Annexation Area, and collected in the same manner as ordinary ad valorem property taxes or in such other manner as may be prescribed by this City Council. As required by Section 53339.3(d) of the Act, the Council hereby determines that the special tax proposed to pay for Services to be supplied within the Future Annexation Area shall be equal to any special tax levied to pay for the same Services in the existing CFD, except that a higher or lower tax may be levied within the Future Annexation Area to the extent that the actual cost of providing the Services in the Future Annexation Area is higher or lower than the cost of providing those Services in the existing CFD. In so finding, the Council does not intend to limit its ability to levy a special tax within the Future Annexation Area to provide new or additional services beyond those supplied within the existing CFD.

8. Increased Demands. It is hereby found and determined that the Services are necessary to meet increased demands placed upon local agencies, including the City, as the result of development occurring in the CFD and the Future Annexation Area. The Services are in addition to those provided in the territory of the CFD and the Future Annexation Area as of the date hereof and will not supplant services already available within the territory of the CFD and the Future Annexation Area as of the date hereof.

9. Responsible Official. The Chief Financial Officer of the City of Roseville, 311 Vernon Street, Roseville, CA 95678, (916) 774-5313, is the officer of the City who will be responsible for preparing annually a current roll of the levy of the Special Tax obligations by assessor's parcel number and who will be responsible for estimating future levies of the Special Tax.

10. Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the City ceases.

11. Appropriations Limit. In accordance with the Act, the initial annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the CFD is hereby preliminarily established at \$2,000,000 and such appropriations limit shall be submitted to the voters of the CFD as hereafter provided. The proposition establishing such annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act and the Constitution.

12. Election. Pursuant to the provisions of the Act, the proposition of the levy of the Special Tax and the proposition of the establishment of the appropriations limit specified above

shall be submitted to the qualified electors of the CFD at an election the time, place and conditions of which election shall be as specified by a separate resolution of this Council.

13. Effective Date. This resolution shall take effect upon its adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Roseville on the ____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

[Insert Exhibit A – RMA from ROI]

[Insert Exhibit B – Services List from ROI]

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 20-290

**A RESOLUTION CALLING SPECIAL LANDOWNER ELECTION
FOR COMMUNITY FACILITIES DISTRICT**

**CITY OF ROSEVILLE
Creekview Community Facilities District No. 2
(Public Services)**

WHEREAS, the City Council (the "Council") of the City of Roseville (the "City") has adopted a resolution entitled "A Resolution of Formation of Community Facilities District and Future Annexation Area" (the "Resolution of Formation"), ordering the formation of the "City of Roseville Creekview Community Facilities District No. 2 (Public Services)" (the "CFD") and a future annexation area thereto (the "Future Annexation Area"), defining the public services (the "Services") to be provided by the CFD, authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, pursuant to the provisions of the Resolution of Formation, the propositions of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors of the CFD as required by the provisions of the Act.

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. Issues Submitted. Pursuant to the Act, the issues of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors (as defined below) of the CFD at an election called therefor as provided below.

2. Qualified Electors. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public hearings heretofore conducted and concluded by this Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that, for these proceedings, the qualified electors are the landowners within the CFD and that the vote shall be by such landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in the CFD as of the close of the public hearing.

3. Conduct of Election. This Council hereby calls a special election to consider the issues described in Section 2, above, which election shall be held on July 15, 2020, and the results thereof canvassed at the meeting of this Council on July 15, 2020. The City Clerk is hereby designated as the official to conduct the election and to receive all ballots until the close of business on the election date. It is hereby acknowledged that the Clerk has on file the Resolution of Formation, a map of the boundaries of the CFD, and a sufficient description to allow the Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code. This Council hereby finds that paragraphs (a), (b), (c)(1) of

Section 4000 and Section 4108 are applicable to this special election, except that Sections 53326 and 53327 of the Act shall govern for purposes of determining the date of the election.

4. Ballot. As authorized by Section 53353.5 of the Act, the issues described in section 1 above shall be combined into a single ballot measure, the form of which as attached hereto as Exhibit "A" is hereby approved. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit "A," to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains and other applicable details.

5. Waivers. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, this Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

6. Accountability. Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision of the Services shall constitute the specific purpose of the Special Tax; (b) the proceeds shall be applied only to the specific purpose identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual report if required by Section 50075.3 of the Government Code.

7. Effective Date. This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2020, by the following vote of the City Council:

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

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

CITY OF ROSEVILLE Creekview Community Facilities District No. 2 (Public Services)

OFFICIAL BALLOT SPECIAL TAX ELECTION

This ballot is for a special, landowner election for the City of Roseville Creekview Community Facilities District No. 2 (Public Services). You must return this ballot to the office of the City Clerk of the City of Roseville **no later than the hour of 6:00 p.m. on July 15, 2020, either by mail or in person.** The Clerk's office is located at 311 Vernon Street, Roseville, CA 95678.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

The amount of money to be raised annually by the special tax within the initial boundary of the CFD is \$837,659 in the base year of 2020-21 (and subject to escalation annually), the duration of the special tax is perpetual, and the rate of the special tax shall be determined in accordance with the rate, method of apportionment, and manner of collection of special tax for the CFD.

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Roseville shall annually levy a special tax solely on lands within the City of Roseville Creekview Community Facilities District No. 2 (Public Services) (the "CFD") in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the City Council of the City on July 15, 2020, commencing in the City's fiscal year 2020-21, to pay for the public services specified in the Resolution of Formation for the CFD and to pay the costs of the City in administering the CFD, and (ii) the annual appropriations limit of the CFD shall be established in the amount of \$2,000,000 be adopted?	YES: _____ NO: _____
--	---

By execution in the space provided below, you also indicate your waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings that may be claimed as a result of the this vote or the application of such waivers.

APN(s): _____	_____, a _____
Total Acreage: _____	By: _____ (signature)
Number of votes: _____	_____ [Name & Title]

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 20-291

**A RESOLUTION DECLARING RESULTS OF SPECIAL LANDOWNER ELECTION
AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN**

**CITY OF ROSEVILLE
Creekview Community Facilities District No. 2
(Public Services)**

WHEREAS, the City Council (the "Council") of the City of Roseville (the "City") has adopted a resolution entitled "A Resolution of Formation of Community Facilities District and Future Annexation Area" (the "Resolution of Formation"), ordering the formation of the "City of Roseville Community Facilities District No. 2 (Public Services)" (the "CFD") and a future annexation area thereto, authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act");

WHEREAS, under the provisions of the Resolution of Formation and pursuant to a resolution entitled "A Resolution Calling Special Landowner Election for Community Facilities District" (the "Election Resolution") heretofore adopted by this Council, the propositions of the levy of the special tax and the establishment of the appropriations limit were submitted to the qualified electors of the CFD as required by the provisions of the Act;

WHEREAS, pursuant to the terms of the Election Resolution, which are by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election, (the "Canvass") a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council has been informed of the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. Recitals. The foregoing recitals are all true and correct.
2. Issues Presented. The issues presented at the special election were the levy of a special tax within the CFD and the establishment of an annual appropriations limit of \$2,000,000, all pursuant to the Resolution of Formation.
3. Canvass and Issues Approved. The Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds of the votes cast at the special election.
4. Proceedings Approved. Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special taxes and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act.

It is hereby found that all prior proceedings and actions taken by this Council with respect to the CFD were valid and in conformity with the Act.

5. Notice of Tax Lien. The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Placer a notice of special tax lien in the form required by the Act, such recording to occur no later than 15 days following adoption of this resolution by the Council

6. Effective Date. This Resolution shall take effect upon its adoption.

* * * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2020, by the following vote of the City Council:

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

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

**CITY OF ROSEVILLE
Creekview Community Facilities District No. 2
(Public Services)**

I hereby certify that on this date, I canvassed the returns of the election held on July 15, 2020, in the City of Roseville Creekview Community Facilities District No. 2 (Public Services) and the total number of ballots cast in such District and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner <u>Votes</u>	Votes <u>Cast</u>	<u>YES</u>	<u>NO</u>
City of Roseville Creekview Community Facilities District No. 2 (Public Services) Special Tax Election, July 15, 2020.	_____	_____	_____	_____

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Roseville shall annually levy a special tax solely on lands within the City of Roseville Creekview Community Facilities District No. 2 (Public Services) (the "CFD") in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the City Council of the City on July 15, 2020, commencing in the City's fiscal year 2020-21, to pay for the public services specified in the Resolution of Formation for the CFD and to pay the costs of the City in administering the CFD, and (ii) the annual appropriations limit of the CFD shall be established in the amount of \$2,000,000 **be adopted?**

YES: _____

NO: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on _____, 2020.

By: _____
City Clerk
City of Roseville

ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
LEVYING SPECIAL TAX WITHIN
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 2
(PUBLIC SERVICES)

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et. seq.*, of the California Government Code (the "Act"), on June 3, 2020, this City Council (the "Council") of the City of Roseville (the "City"), adopted its resolution entitled "A Resolution of Intention to Form Creekview Community Facilities District No. 2 (Public Services) and Future Annexation Area" (the "Resolution of Intention"), and has conducted proceedings (the "Proceedings") to establish "City of Roseville Creekview Community Facilities District No. 2 (Public Services)" (the "CFD") and a future annexation area thereto known as "City of Roseville Creekview Community Facilities District No. 2 (Public Services) (Future Annexation Area)" (the "Future Annexation Area") pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to finance certain public services (the "Services") as provided in the Act;

WHEREAS, pursuant to notice as specified in the Act, and as part of the Proceedings, the Council has held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and the Future Annexation Area and the rate and method of apportionment of the special tax ("Special Tax") to be levied within the CFD to finance the Services, and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held;

WHEREAS, upon the conclusion of the hearing, this Council adopted its "A Resolution of Formation of Community Facilities District and Future Annexation Area" (the "Resolution of Formation"), pursuant to which it completed the Proceedings for the establishment of the CFD and the Future Annexation Area, the authorization of the levy of the Special Tax within the CFD and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD, respectively;

WHEREAS, parcels within the Future Annexation Area may be annexed to the CFD with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed to the CFD, without any requirement for further public hearings or additional proceedings; and

WHEREAS, on July 15, 2020, a special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

NOW, THEREFORE, THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. By the passage of this Ordinance, the Council hereby authorizes and levies the Special Tax within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD at rate to be determined at the time of annexation) pursuant to the Act, at the rate and in accordance with the rate, method of apportionment and manner of collection of special tax for the CFD set forth in the Resolution of Formation which rate and

method is by this reference incorporated herein. As contemplated by the rate and method of apportionment of the Special Tax, parcels may annex into the CFD in the future within a different tax zone(s) and may have different maximum annual special tax rate(s). The Special Tax is hereby levied commencing in fiscal year 2020-21, and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings and all costs of administering the CFD.

SECTION 2. The Chief Financial Officer of the City or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD at rate to be determined at the time of annexation), in the manner and as provided in the Resolution of Formation.

SECTION 3. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum Special Tax specified in the Resolution of Formation.

SECTION 4. All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

SECTION 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent Special Tax payments. The Chief Financial Officer of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of Placer County in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of Placer County for fiscal year 2020-21 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

SECTION 6. If for any reason any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD (including any parcels in the Future Annexation Area that annex into the CFD), by a court of competent jurisdiction, the balance of this ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

SECTION 7. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 8. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____, 2020, on the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

City Clerk Department
City of Roseville
311 Vernon Street
Roseville, California 95678
Telephone: (916) 774-5263

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF SPECIAL TAX LIEN

**CITY OF ROSEVILLE
Creekview Community Facilities District No. 2
(Public Services)**

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Roseville, County of Placer, State of California, hereby gives notice that a lien to secure payment of a special tax levied is hereby imposed by the City Council of the City of Roseville, County of Placer. The special tax secured by this lien is authorized to be levied for the purpose of providing all or a portion of the public services described on Exhibit B attached hereto and hereby made a part hereof.

The special tax is authorized to be levied within "City of Roseville Creekview Community Facilities District No. 2 (Public Services)" (the "CFD") which has now been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in Exhibit A attached hereto and hereby made a part hereof. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are: None.

Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of Placer, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the CFD in accordance with Section 3115.5 of the Streets and Highways Code of California.

The name(s) of the owner(s) and the assessor's tax parcel numbers of the real property included within the area of the CFD and not exempt from the special tax are as set forth in Exhibit C attached hereto and hereby made a part hereof.

Reference is made to the boundary map of the CFD recorded on June 19, 2020 in Book 3 at Page 96 of Maps of Assessment and Community Facilities Districts as Document No. 2020-0060353, in the office of the County Recorder for the County of Placer, State of California, which map is now the final boundary map of the CFD.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Chief Financial Officer, City of Roseville, 311 Vernon Street, Roseville, CA 95678.

Dated: _____, 2020

City Clerk of the City of Roseville

EXHIBIT A - RATE AND METHOD OF APPORTIONMENT

EXHIBIT B - DESCRIPTION OF SERVICES

EXHIBIT C - PROPERTY OWNERS AND PARCEL NUMBERS

EXHIBIT A

City of Roseville
Creekview Community Facilities District No. 2
(Public Services)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND
MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Creekview Community Facilities District No. 2 (Public Services) (CFD) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or, if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" mean the actual or estimated costs incurred by the City to form the CFD and to determine, levy, and collect the Special Taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the Special Taxes on the general tax rolls, preparation of required reports, the cost of GIS mapping services, and any other costs required to administer the CFD as determined by the City.

"Administrator" means a City official in the Finance Department or their designee responsible for determining the levy and collection of the Special Taxes.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that oversees the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable or is determined to be exempt from the Special Tax under applicable law. A Multifamily For Rent Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or their designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot

number and, in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"Annexation Parcels" mean a Parcel or Parcels annexed into the CFD after formation. The Maximum Annual Special Tax will be assigned to such Parcels using the provisions of **Section 4.c** of this Rate, Method of Apportionment, and Manner of Collection of Special Tax (RMA). Annexation Parcels may be assigned a different Maximum Annual Special Tax Rate or Maximum Annual Special Tax per Parcel using a methodology different from other Parcels in the CFD and may be placed in an area designated as a separate zone of the CFD, all of which shall be set forth in revised attachments hereto as needed, without further CFD proceedings.

"Annual Costs" mean, for any Fiscal Year, the total of the following items: (1) Authorized Services, (2) Administrative Expenses, and (3) any amounts needed to cure actual or estimated delinquencies in Special Taxes for the current or previous Fiscal Year.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the Maximum Annual Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, as shown in **Attachment 1**. For any Annexation Parcels that do not have approved Large Lot Parcels, Expected Land Uses will be based on the approved Specific Plan land uses for each Assessor's Parcel that is annexed. In this instance, the Assigned Maximum Annual Special Tax will be assigned to Assessor Parcel Number(s) and added to **Attachment 1**.

"Authorized Services" mean those services listed in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2020, and ending June 30, 2021.

"Building Permit" means a permit issued by the City for construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for a wide variety of office uses and other uses related to and supporting office uses.

"CFD" means the Creekview Community Facilities District No. 2 (Public Services) of the City of Roseville, Placer County, California.

"Chief Financial Officer" means the Chief Financial Officer for the City, or their designee.

"City" means the City of Roseville in Placer County, California.

"Council" means the City Council of the City acting for the CFD under the Act.

"Community Commercial" means a Parcel or Parcels zoned to serve the principal retail shopping needs of the entire community by providing areas for shopping centers and other retail and service uses.

"County" means the County of Placer, California.

"Developed Parcel" means, in any Fiscal Year, any Taxable Parcel for which a Building Permit was issued before May 1 of the preceding Fiscal Year for Residential Uses on Single-Family Parcels, Multifamily For-Rent Parcels, Multifamily For-Sale Parcels, or for Nonresidential Uses on Nonresidential Use Parcels.

"Development Plan" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, Acreage, square footage, or number of Units that are approved to be developed on a Single-Family Parcel, Multifamily Parcel For-Rent Parcels, Multifamily For-Sale Parcels, and Nonresidential Parcel.

"Expected Land Use(s)" mean(s) the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 1** of this RMA. Future Annexation Parcels may not have approved Large Lot Parcels with an assigned total number of Units. Such Annexation Parcels will be assigned an Assigned Maximum Annual Special tax per Unit or per Acre and added to **Attachment 1**.

"Final Use Small Lot Parcel" means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

"Final Small Lot Subdivision Map" means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"High-Density Residential" means, based on the Creekview Specific Plan, a land use designation that primarily accommodates attached housing but, depending on the Unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium-design apartments/condominiums.

"Large Lot Parcel" means a Parcel created by a Large Lot Subdivision Map.

"Large Lot Subdivision Map" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Single-Family Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"Light Industrial Uses" mean Parcels zoned by the City as Light Industrial (Tech./Business Park).

"Low-Density Residential" means, based on the Creekview Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density

range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include standard, alley-loaded, or clustered, single-family detached Units.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Maximum Annual Special Tax" means the greatest amount of Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 1** and **2**.

"Maximum Annual Special Tax Rate" means the rate of Maximum Annual Special Tax charged per Unit or per Acre, as shown in **Attachments 1** and **2**.

"Maximum Annual Special Tax Revenue" means the greatest amount of revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Special Tax.

"Maximum Annual CFD Special Tax Revenue" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"Medium-Density Residential" means, based on the Creekview Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium-Density Residential areas.

"Mixed-Use Parcel" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"Multifamily For-Rent" or **"Multifamily For-Rent Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit per Parcel, and where such Units initially are offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High-Density Residential. Each residential dwelling Unit in Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"Multifamily For-Sale" or **"Multifamily For-Sale Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit in a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High-Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or a Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"Nonresidential Use" means a Taxable Parcel with land uses other than Residential Uses that may include Business Professional, Community Commercial, Light Industrial, and Mixed Use.

"Original Parcel" means a Taxable Parcel identified in **Attachment 1** (and shown in **Map 1**) at formation of the CFD. **Attachment 1** and **Map 1** shall be updated, or additional maps may be added with each new annexation into the CFD.

"Parcel" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Final Use Small Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Final Use Small Lot Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"Public Parcel" means any Parcel that is or is intended to be publicly owned, as designated in any final map that is normally exempt from the levy of general ad valorem property taxes under California law, including public streets; schools; parks; and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a portion of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

"Residential Use" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium-Density Residential or High-Density Residential.

"RMA" means this Rate, Method of Apportionment, and Manner of Collection of Special Tax.

"Single-Family Parcel" means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"Small Lot Tentative Map" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Parcel" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year and which have not yet become a Final Use Small Lot Parcel or a Developed Parcel.

"Special Tax(es)" mean(s) any tax levy under the Act in the CFD.

"Subdivision" or **"Subdivided"** means division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

“Successor Parcel” means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

“Tax Category” means the categories of taxable land uses shown in **Attachments 1 and 2**.

“Tax Collection Schedule” means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

“Tax Escalation Factor” means a factor not to exceed 4 percent, determined by the Administrator in any Fiscal Year following the Base Year by which the Maximum Annual Special Tax for the previous Fiscal Year will be increased to provide sufficient services for the current Fiscal Year.

“Tax Zone A” is the initial Tax Zone in the CFD for the Maximum Annual Special Tax.

“Tax Zone(s)” mean(s) geographically designated areas in the CFD which may have different Maximum Annual Special Tax Rates.

“Taxable Acreage” means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 1**, contains both taxable and tax-exempt uses, such as a park site.

“Taxable Parcel” means any Parcel that is not a Tax-Exempt Parcel.

“Tax-Exempt Parcel” means a Parcel not subject to the Special Tax. Tax-Exempt Parcels include (a) Public Parcels, (b) Parcels owned by the City, school districts, special districts, or the state or federal government, and (c) Affordable Units.

Certain privately owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowners’ associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

“Undeveloped Parcel” means a Taxable Parcel that is not a Developed Parcel, Final Use Small Lot Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

“Unit” means, for a Single-Family Parcel, the individual residential Unit on such Parcel or, for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential Unit in a multifamily building.

3. Duration of the Special Tax

Parcels in the CFD will remain subject to the Special Tax in perpetuity.

If the Special Tax ceases to be levied, the City will direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax, in addition, will identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

4. Administrative Tasks

Tasks required of the Administrator are discussed below:

- a. Annual Special Tax Escalation. The Administrator shall increase the Maximum Annual Special Tax by the Tax Escalation Factor in each Fiscal Year following the Base Year.
- b. Assignment of the Maximum Annual Special Tax to Original Parcels. **Attachment 1** identifies the Assigned Maximum Annual Special Tax and Tax Zone for each Original Parcel at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Special Tax shall equal the sum of the Assigned Maximum Annual Special Tax for all Large Lot Parcels in that Assessor's Parcel.
- c. Assignment of the Maximum Annual Special Tax to Annexation Parcels. If Parcels are annexed into the CFD after formation, the Maximum Annual Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Special Tax per Unit or Acre shown in **Attachment 2** for the assigned Tax Zone, as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Special Taxes under a new Tax Zone. **Attachment 1** shall be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable Special Taxes by Tax Zone. If new Maximum Annual Special Taxes are created, **Attachments 1** and **2** should be amended to reflect the Maximum Annual Special Taxes and Tax Zone(s) for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assigning the Maximum Annual Special Tax to Successor Parcels described in **Section 4.d**. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge or fee in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.
- d. Assignment of the Maximum Annual Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are created through recordation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Special Tax to new Successor Parcels. As necessary, the assignment of the Maximum Annual Special Tax to Successor Parcels should use the Maximum Annual Special Tax Rates for the Tax Zone within which the Original Parcel and Successor Parcel resides. As a result of each assignment of the Maximum Annual Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Special Taxes assigned to the newly created Taxable Parcels

shall never be less, but may be greater, than the Assigned Maximum Annual Special Tax for that Original Parcel or Successor Parcel.

1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Special Tax to Single-Family Parcels. All references to Maximum Annual Special Taxes in the attachments are subject to application of the Tax Escalation Factor by the Administrator:
 - A. Multiply the Maximum Annual Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.1.d.A above to each Single-Family Parcel created by the Subdivision.
 - C. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, Proportionately increase the Maximum Annual Special Tax per Unit for all Units until the sum of resulting Maximum Annual Special Taxes from all Units equals the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Maximum Annual Special Tax is assigned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:
 - A. Apportion the Assigned Maximum Annual Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
 - B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
 - C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or

Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.

- D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, Proportionately increase the Maximum Annual Special Tax per Unit for all Units until the sum of resulting Maximum Annual Special Taxes from all Units equals the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- E. For the Remainder Parcel or Parcels, identify the Maximum Annual Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Special Tax for all Single-Family Parcels created by the Subdivision. Subtract the sum of the Maximum Annual Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

- 3. If an Original or Successor Parcel designated as Nonresidential Parcel is Subdivided creating multiple Nonresidential Parcels:
 - A. Identify the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided.
 - B. Determine the Taxable Acreage for all new Successor Parcels being created by the Subdivision.
 - C. Sum the Taxable Acreage for all new Successor Parcels from Step 4.d.3.B.
 - D. Divide the Taxable Acreage for each Successor Parcel by the results from Step 4.b.3.C to determine the percentage allocation of the Assigned Maximum Annual Special Tax from Step 4.b.3.A.
 - E. Multiply the percentage derived in Step 4.b.3.D times the Assigned Maximum Annual Special Tax from Step 4.b.3.A to determine the Assigned Maximum Annual Special Tax for each Successor Parcel created by the Subdivision.
- 4. If an Original or Successor Parcel designated as a Multifamily For-Rent or For-Sale Parcel has a Building Permit issued:

- A. Identify the Assigned Maximum Annual Special Tax per Unit for High Density Residential shown in **Attachment 2**.
 - B. Identify the number of Market Rate Units for the Parcel.
 - C. For a Multifamily For-Rent Parcel, multiply the Market Rate Units times the Maximum Annual Special Tax per Unit from Step 4.b.4.A times the number of from Step 4.b.4.b to derive the Maximum Annual Special Tax for the Multifamily For-Rent Parcel.
 - D. For a Multifamily For-Sale Parcel, assign the Maximum Annual Special Tax per Unit from Step 4.b.4.a to each Market Rate Unit to derive the Maximum Annual Special Tax for each Parcel.
5. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
- A. Identify the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Zone and Tax Category.
 - C. Sum the Maximum Annual Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being Subdivided is greater than the sum of Maximum Annual Special Tax for each Taxable Parcel being created, increase Proportionately the Maximum Annual Special Tax per Unit or per Acre on each Taxable Parcel such that the sum of Maximum Annual Special Tax for all Taxable Parcels equals the Maximum Annual Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Special Tax per Unit based on their Tax Category as shown in **Attachment 1**, as adjusted by the Tax Escalation Factor.
- f. Transfer of the Assigned Maximum Annual Special Tax from One Large Lot Parcel to Another. The Maximum Annual Special Taxes shown in **Attachment 1** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 1**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording of a Final Small Lot Subdivision Map in any portion of the Large

Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the Chief Financial Officer, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachment 1** of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to affect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and **Attachment 1**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.

- g. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is transferred to a private owner, it shall become subject to the Special Tax. The Maximum Annual Special Tax for the newly assigned Tax Category for such a Parcel is determined using the provisions of **Sections 4 and 5**.
- h. Taxable Parcels Acquired by a Public Agency A Taxable Parcel acquired by a public agency shall be reclassified as a Tax-Exempt Parcel and is no longer subject to the Special Tax levy.

5. Assignment of the Maximum Annual Special Tax

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Final Use Small Lot Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
 - 3. Each Unit to be classified as a Market-Rate Unit or an Affordable Unit.
- b. Identification of Tax Zones: Identify the Tax Zone within which each Taxable Parcel is located.
- c. Assignment of the Maximum Annual Special Tax to Taxable Parcels. The Maximum Annual Special Tax will be assigned to each Taxable Parcel by Tax Zone each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.

6. Calculating Annual Special Taxes

The Administrator will compute the Annual Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4 and 5**. All calculations and steps described in this section shall be done for all areas within the CFD regardless of how many Tax Zones may exist. The Administrator then will determine the tax levy for each Taxable Parcel using the following process:

- a. Compute the Annual Costs using the definition of Annual Costs in **Section 2**.
- b. For all Taxable Parcels, calculate the Special Tax levy for each using the following steps:

- Step 1: Compute 100 percent of the Maximum Annual Special Tax Revenue for all Developed Parcels.
 - Step 2: Compare the Annual Costs with the amount calculated in the previous step.
 - Step 3: If the Annual Costs are lower than the amount calculated in Step 1, decrease Proportionately the Maximum Annual Special Tax levy for each Developed Parcel until the revenue from the Special Tax levy equals the Annual Costs.
 - Step 4: If the Annual Costs are greater than the amount calculated in Step 1, increase Proportionately the Maximum Annual Special Tax levy for each Final Use Small Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Final Use Small Lot Parcels, if needed to fund Annual Costs.
 - Step 5: If the Annual Costs are greater than the amount calculated in Step 1 and Step 4, increase Proportionately the Maximum Annual Special Tax levy for each Small Lot Tentative Map Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Small Lot Tentative Map Parcels, if needed to fund Annual Costs.
 - Step 6: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, and Step 5, increase Proportionately the Maximum Annual Special Tax levy for each Large Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Large Lot Parcels, if needed to fund Annual Costs.
 - Step 7: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, Step 5, and Step 6, increase Proportionately the Maximum Annual Special Tax levy for each Undeveloped Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Undeveloped Parcels, if needed to fund Annual Costs.
- c. Levy on each Taxable Parcel the amount calculated above.
 - d. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 8**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will not be sent later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to correct any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

7. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Chief Financial Officer appealing the levy of the Special Tax. The Chief Financial Officer then will promptly review the appeal and, if necessary, will meet with the applicant. If

the Chief Financial Officer verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the Chief Financial Officer may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment only affects such owner's land and does not reduce the total Maximum Annual Special Tax Revenue for the CFD.

8. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

Attachment 1
Creekview CFD No. 2 (Public Services)
Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
C-10	017-101-050	LDR	5.99	36	\$502.00	\$18,072.00
C-11	017-101-050	LDR	7.54	34	\$502.00	\$17,068.00
C-12	017-101-050	LDR	18.72	95	\$502.00	\$47,690.00
C-13	017-101-050	LDR	7.20	50	\$502.00	\$25,100.00
C-14	017-101-050	LDR	3.72	20	\$502.00	\$10,040.00
C-15	017-101-050	LDR	3.59	20	\$502.00	\$10,040.00
C-16	017-101-050	LDR	12.93	71	\$502.00	\$35,642.00
C-17	017-101-050	LDR	6.92	36	\$502.00	\$18,072.00
C-23	017-101-050	MDR	8.13	61	\$429.00	\$26,169.00
C-24	017-101-050	MDR	8.12	59	\$429.00	\$25,311.00
C-25	017-101-050	MDR	7.25	52	\$429.00	\$22,308.00
C-25	017-101-050	MDR-Affordable		10	\$0.00	\$0.00
C-41	017-101-050	HDR	4.27	47	\$356.00	\$16,732.00
		HDR - Affordable		80	\$0.00	\$0.00
C-42	017-101-050	HDR	4.33	55	\$356.00	\$19,580.00
	017-101-050	HDR-Affordable	0.00	81	\$0.00	\$0.00
C-43	017-101-050	HDR	3.88	116	\$356.00	\$41,296.00
C-70	017-101-050	CC	9.22	n/a	\$2,161.00	\$19,924.42
C-1	017-101-051	LDR	19.50	94	\$502.00	\$47,188.00
	017-101-051, Por. 017-101-					
C-2	012	LDR	10.10	52	\$502.00	\$26,104.00
C-3	017-101-051	LDR	14.00	67	\$502.00	\$33,634.00
C-4	017-101-051	LDR	9.60	51	\$502.00	\$25,602.00
	017-101-051, Por. 017-101-					
C-5	012	LDR	13.60	74	\$502.00	\$37,148.00
C-6	017-101-012	LDR	8.00	48	\$502.00	\$24,096.00
C-7	017-101-012	LDR	13.90	74	\$502.00	\$37,148.00
C-8	017-101-053	LDR	5.70	32	\$502.00	\$16,064.00
	017-101-053, Por. 017-101-					
C-9	052	LDR	21.80	97	\$502.00	\$48,694.00
C-20	017-101-012	MDR	8.70	96	\$429.00	\$41,184.00
		MDR-Affordable	0.00	10	\$0.00	\$0.00
	Por. 017-101- 012, 017-101- 051, and 017-					
C-21	101-052	MDR	7.70	95	\$429.00	\$40,755.00
	017-101-052, Por. 017-101-					
C-22	053	MDR	11.30	110	\$429.00	\$47,190.00
		MDR-Affordable	0.00	20	\$0.00	\$0.00
C-40	017-101-052	HDR	5.20	168	\$356.00	\$59,808.00
Totals			260.91	2,011		\$837,659.42

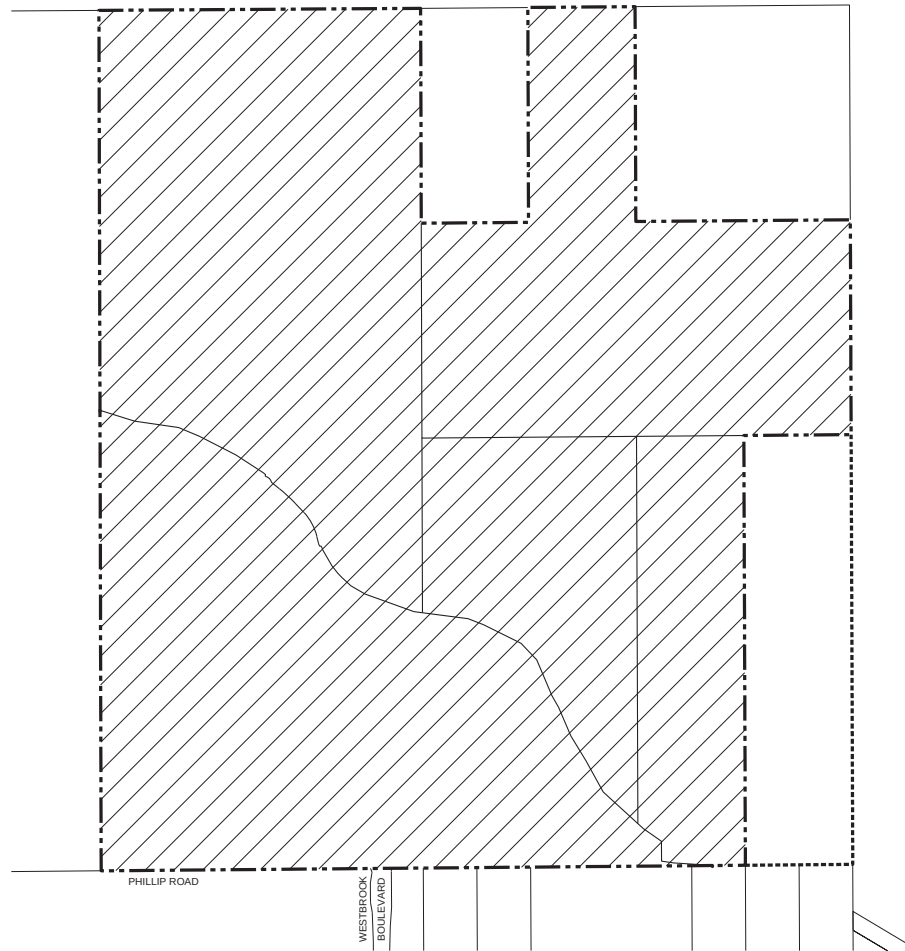
"att2"

[1] The Maximum Annual Special Tax per Unit/Acre and Maximum Annual Special Tax per Large Lot is increased by the Tax Escalation Factor in each Fiscal Year following the Base Year of FY 2020-21.

Attachment 2
Creekview CFD No. 2 (Public Services)
Maximum Annual Special Tax by Tax Category - Base Year

Tax Category	Maximum Annual Special Tax per Unit/Acre [1]
Residential Uses	<i>per Unit</i>
Low Density Residential (LDR)	\$502.00
Medium Density Residential (MDR)	\$429.00
Affordable Medium Density Residential (Affordable MDR)	\$0.00
High Density Residential (HDR)	\$356.00
Affordable High Density Residential (Affordable HDR)	\$0.00
Nonresidential Uses	<i>per Acre</i>
Business Professional (BP)	\$2,161.00
Community Commercial (CC)	\$2,161.00
Light Industrial (LI)	\$2,161.00

[1] The Maximum Annual Special Tax per Unit/Acre is increased by the Tax Escalation Factor in each Fiscal Year following the Base Year of FY 2020-21.



PROPOSED BOUNDARY MAP
CREEKVIEW
 COMMUNITIES FACILITIES DISTRICT NO. 2
 AND FUTURE ANNEXATION AREA
 (PUBLIC SERVICES)

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
 BEING A PORTION OF SECTION 14, T.11 N., R.5 E., M.D.M.

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS ____ DAY OF _____, 2020.

 SONIA OROZCO, CITY CLERK
 CITY OF ROSEVILLE
 PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 2 AND FUTURE ANNEXATION AREA (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2020 BY IT'S RESOLUTION NO. _____.

 SONIA OROZCO, CITY CLERK
 CITY OF ROSEVILLE
 PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 2020, AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

FEE: _____

BY: _____
 RYAN RONCO
 COUNTY RECORDER
 COUNTY OF PLACER

LEGEND

-  PROPOSED BOUNDARY OF CFD NO. 2
 AREAS OF FUTURE ANNEXATION

Mackay & Somp
 ENGINEERS PLANNERS SURVEYORS
 1025 Creekside Ridge Drive, Suite 100, Roseville, CA 95678 (916) 772-1188

MAY 2020

SHEET 1 OF 1 18431-CFD

EXHIBIT B

**Creekview
Community Facilities District No. 2 (Public Services)
City of Roseville
Placer County, California**

The authorized services to be funded from the levy and collection of annual special taxes shall consist of those items set forth below, in addition to the costs associated with collecting and administering the special taxes and annual administering the CFD. The authorized services to be funded for the Creekview Community Facilities District (CFD) No. 2 (Public Services) include these:

1. Open Space improvement, operations and management, monitoring, maintenance (including, but not limited to, general maintenance, signage, benches, striping, City owned fence maintenance, trash and debris collection, and bike trails and their appurtenances [drainage culverts or pipes from adjacent subdivisions] within open space), creation and maintenance of fire breaks, Permits, Vandalism/Graffiti, Flood Conveyance (Vegetation/tree removals), Beaver dam removals, Outfall/drainage swale maintenance, Erosion control/bank stabilization, Native planting/replanting, Pre and post emergent, environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the Environmental Impact Report, maintenance activities as required by the 404 permit and Open Space Overarching Maintenance & Management Plan and repair and replacement of facilities within open space areas in the Project Area.
2. The maintenance of on-site landscape corridors and paseos designed to serve the Project Area, including, but not limited to, general maintenance, masonry walls, accent lighting, water and utility costs.
3. The maintenance of medians, entries, and entry monumentation.
4. The performance of leaf pick-up and street sweeping along the following roads:
 - Westbrook Boulevard.
 - Westpark Boulevard.
 - Blue Oaks Boulevard.
5. Neighborhood Park maintenance, and repair and replacement.
6. Storm water management, water quality structural controls, including, but not limited to, drainage swales constructed between storm drain facilities and receiving waters, and maintenance of flood control facilities including, but not limited to, detention basins and created wetlands.
7. Bus Transfer Station, bus shelters, bus stops and any park and ride lots as well as bus signs.

8. Miscellaneous costs related to any of the items described above, including but not limited to planning, engineering, GIS, legal, and city and county administration costs.
9. The levy of special taxes to accumulate sinking funds for anticipated future repairs or replacement costs of landscape corridors, irrigation facilities, medians, entries and entry monumentation, lighting, neighborhood parks, storm water management and other facilities maintained by the CFD as determined by the Administrator.

EXHIBIT C

**CITY OF ROSEVILLE
Creekview Community Facilities District No. 2
(Public Services)**

**ASSESSOR'S PARCEL NUMBERS
AND OWNERS OF LAND WITHIN COMMUNITY FACILITIES DISTRICT**

Assessor's Parcel No(s).	Property Owner Name
017-101-012-000 017-101-050-000 017-101-051-000 017-101-052-000 017-101-053-000	Anthem United Creekview Developments Limited Partnership

The Economics of Land Use



Hearing Report

Creekview Community Facilities District No. 2 (Public Services)

Prepared for:
City of Roseville

Prepared by:
Economic & Planning Systems, Inc. (EPS)

*Economic & Planning Systems, Inc.
400 Capitol Mall, 28th Floor
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax*

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

June 2020

EPS #192052

Table of Contents

1.	Introduction.....	1
	Background.....	1
	Purpose of the CFD	1
	Organization of the Report	3
2.	Land Uses.....	5
3.	Authorized Services and Estimated Services Costs.....	9
	Authorized Services of the CFD	9
	Authorized Services Estimated Costs	10
4.	Structure of the CFD	13
	Description of the CFD	13
	The CFD Funding Program.....	13
	Allocation of CFD Annual Costs to Taxable Land Uses.....	13
	Determining the Maximum Annual Special Tax.....	13
	Base Year	17
	Annual Tax Escalation Factor	17
	Termination of the Special Tax.....	17
	Definition of Annual Costs	17
	Assignment of Maximum Annual Special Tax	17
	Affordable Units	18
	Transfer of the Assigned Maximum Annual Special Tax	18
	Conversion of a Tax-Exempt Parcel to a Taxable Parcel.....	19
	Taxable Parcels Acquired by a Public Agency	19
	Determination of Parcels Subject to the Special Tax	19
	Setting the Special Tax Levy for Taxable Parcels	19
	Prepayment of the Special Tax Obligation	20
	Interpretation, Application, and Appeal of Special Tax	
	Formula and Procedures	20
	Manner of Collection	21

List of Map and Tables

Map 1	Creekview CFD No. 2.....	2
Table 1	CFD Parcels (2 pages)	6
Table 2	Summary of Annual Maintenance Costs	12
Table 3	Allocation of Maintenance Costs to Land Uses	14
Table 4	Maximum Annual Special Tax by Tax Category—Base Year.....	15
Table 5	Maximum Annual Special Tax by Large Lot—Base Year	16

1. Introduction

Background

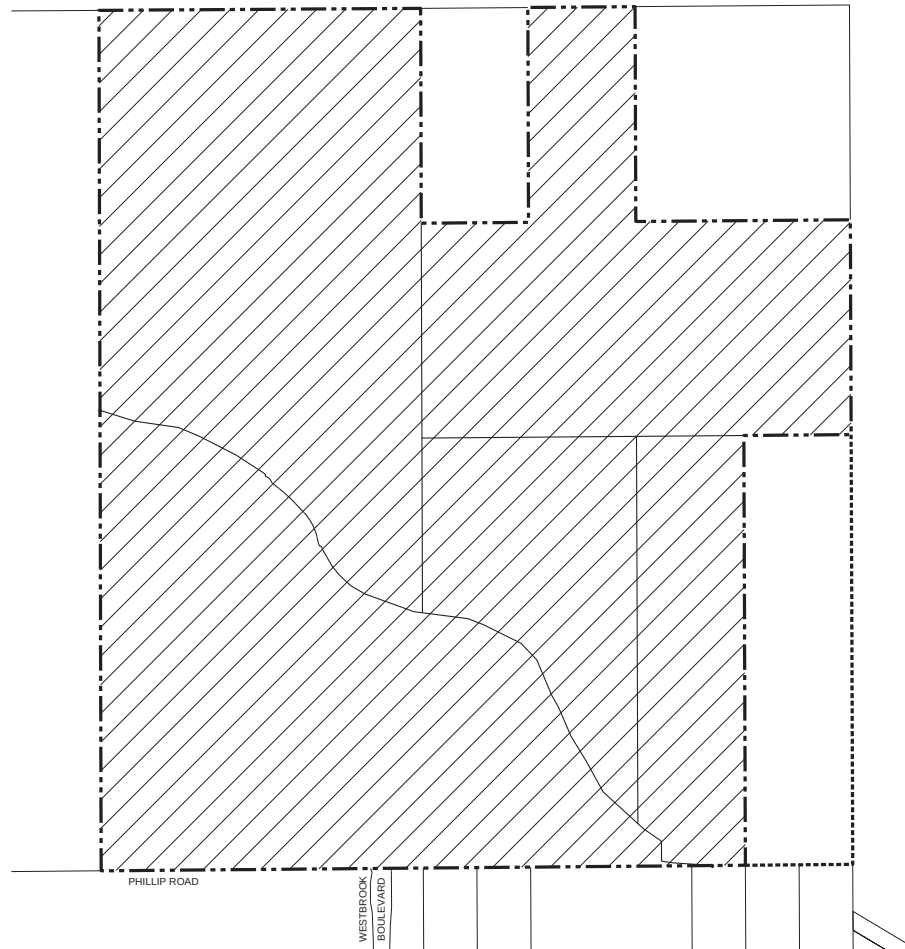
The City of Roseville (City) retained Economic & Planning Systems, Inc. (EPS) to support its efforts to create a Mello-Roos Community Facilities District (CFD) for the Creekview Specific Plan (CSP). The objective of establishing a CFD is to create a land-secured funding mechanism to be used to fund maintenance of authorized services of the CFD. The CFD is being formed for the entire project area included in the CSP. The CSP consists of an approximately 500-acre site located north and west of the West Roseville Specific Plan, north of the future extension of Blue Oaks Boulevard, in the northwest corner of the City. The overall CSP area is approved for approximately 2,011 dwelling units (approximately 951 low-density residential [LDR] units, 513 medium-density residential [MDR] units, 547 high-density residential [HDR] units) and approximately 9.2 acres of commercial uses.

The CFD boundary initially is proposed to include all of the territory included in CSP.

Formation of the City's CFD No. 2 (Public Services) has been initiated with the adoption of the Resolution of Intention (ROI) to form the CFD. The City Council (Council) adopted the ROI on June 3, 2020. The Resolution of Formation (ROF) will be considered by the Council on July 15, 2020.

Purpose of the CFD

The CFD is being formed to fund maintenance and operation of authorized services of the CSP under the Mello-Roos Act. **Map 1** shows the boundaries of the CFD.



PROPOSED BOUNDARY MAP
CREEKVIEW
 COMMUNITIES FACILITIES DISTRICT NO. 2
 AND FUTURE ANNEXATION AREA
 (PUBLIC SERVICES)

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
 BEING A PORTION OF SECTION 14, T.11 N., R.5 E., M.D.M.

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS ____ DAY OF _____, 2020.

 SONIA OROZCO, CITY CLERK
 CITY OF ROSEVILLE
 PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 2 AND FUTURE ANNEXATION AREA (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2020 BY IT'S RESOLUTION NO. _____.

 SONIA OROZCO, CITY CLERK
 CITY OF ROSEVILLE
 PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 2020, AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

FEE: _____

BY: _____
 RYAN RONCO
 COUNTY RECORDER
 COUNTY OF PLACER



0 250 500 1000
 SCALE: 1"=500'

LEGEND

-  PROPOSED BOUNDARY OF CFD NO. 2
 AREAS OF FUTURE ANNEXATION

Mackay & Somp
 ENGINEERS PLANNERS SURVEYORS
 1025 Creekside Ridge Drive, Suite 100, Roseville, CA 95678 (916) 772-1188

MAY 2020

SHEET 1 OF 1 18431-CFD

Organization of the Report

This report consists of these 4 chapters and 2 exhibits:

- **Chapter 1** includes this introduction.
- **Chapter 2** describes the proposed land uses in the CFD.
- **Chapter 3** describes authorized services to be funded in the CFD and the estimated maintenance costs.
- **Chapter 4** describes the structure of the CFD.
- **Exhibit A** provides the Rate, Method of Apportionment, and Manner of Collection of Special Tax (RMA).
- **Exhibit B** provides the List of Authorized Services.

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2. Land Uses

The City intends to form Creekview CFD No. 2 over the territory included in the CSP. The territory in the CFD consists of an approximately 500-acre site, which is approved for approximately 2,011 dwelling units (approximately 951 LDR units, 513 MDR units, 547 HDR units) and approximately 9.2 acres of commercial uses.

Table 1, below, identifies the villages as designated in the CSP that are within the proposed CFD boundary.

Table 1
Creekview CFD No. 2 (Public Services)
CFD Land Uses

Lot Number	APN	Land Uses	Acres	Planned Units	Density
C-10	017-101-050	LDR	5.99	36	6.01
C-11	017-101-050	LDR	7.54	34	4.51
C-12	017-101-050	LDR	18.72	95	5.07
C-13	017-101-050	LDR	7.20	50	6.94
C-14	017-101-050	LDR	3.72	20	5.38
C-15	017-101-050	LDR	3.59	20	5.57
C-16	017-101-050	LDR	12.93	71	5.49
C-17	017-101-050	LDR	6.92	36	5.20
C-23	017-101-050	MDR	8.13	61	7.50
C-24	017-101-050	MDR	8.12	59	7.27
C-25	017-101-050	MDR	7.25	52	8.55
C-25	017-101-050	MDR-Affordable		10	
C-41	017-101-050	HDR	4.27	47	29.74
		HDR - Affordable		80	
C-42	017-101-050	HDR	4.33	55	31.41
	017-101-050	HDR-Affordable		81	
C-43	017-101-050	HDR	3.88	116	29.90
C-62	017-101-050	Park	1.54	n/a	n/a
C-63	017-101-050	Park	2.53	n/a	n/a
C-70	017-101-050	CC	9.22	n/a	n/a
C-82	017-101-050	PQP	0.65	n/a	n/a
C-83	017-101-050	PQP	0.59	n/a	n/a
C-84	017-101-050	PQP	0.51	n/a	n/a
LC-1	017-101-050		5.77	n/a	n/a
LC-2	017-101-050			n/a	n/a
LC-3	017-101-050			n/a	n/a
LC-4	017-101-050			n/a	n/a
C-1	017-101-051	LDR	19.50	94	4.82
	017-101-051,				
C-2	Por. 017-101-012	LDR	10.10	52	5.15
C-3	017-101-051	LDR	14.00	67	4.79
C-4	017-101-051	LDR	9.60	51	5.31
	017-101-051,				
C-5	Por. 017-101-012	LDR	13.60	74	5.44
C-6	017-101-012	LDR	8.00	48	6.00
C-7	017-101-012	LDR	13.90	74	5.32
C-8	017-101-053	LDR	5.70	32	5.61
	017-101-053,				
C-9	Por. 017-101-052	LDR	21.80	97	4.45
C-20	017-101-012	MDR	8.70	96	12.18
		MDR-Affordable		10	

Table 1
Creekview CFD No. 2 (Public Services)
CFD Land Uses

Lot Number	APN	Land Uses	Acres	Planned Units	Density
C-21	Por. 017-101-012, 017-101-051, and 017-101-052	MDR	7.70	95	12.34
C-22	017-101-052, Por. 017-101-053	MDR MDR-Affordable	11.30	110 20	11.50
C-40	017-101-052	HDR	5.20	168	32.31
C-50	017-101-051	OS	36.50	n/a	
C-51	017-101-012	OS	35.60	n/a	
C-52	017-101-012	OS	15.10	n/a	
C-53	017-101-051	OS	25.10	n/a	
C-54	017-101-052, Por. 017-101-053	OS	24.60	n/a	
C-60	Por. 017-101-012, 017-101-052	Park	7.40	n/a	
C-61	017-101-051	Park	4.80	n/a	
C-80	Por. 017-101-012, 017-101-052, 017-101-053	PQP	7.00	n/a	
C-81	017-101-012	PQP	0.90	n/a	
C-100		ROW	30.53	n/a	
C-101		Future ROW	1.40	n/a	
LC-5			0.00	n/a	
LC-6			0.00	n/a	
LC-7			0.00	n/a	
LC-8			0.00	n/a	
LC-9			0.00	n/a	
LC-10			0.00	n/a	
LC-11			0.00	n/a	
C-90		Urban Reserve	39.90	n/a	
Totals			501.33	2,011	

"land_use"

Source: MacKay & Somps

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3. Authorized Services and Estimated Services Costs

This chapter describes the authorized services eligible to be funded through the CFD from special taxes levied under the CFD.

Authorized Services of the CFD

The CFD is authorized to fund certain services required to serve the project. Authorized services are identified in the List of Authorized Services (**Exhibit B** of this report). Authorized services are briefly discussed below.

Open Space

Services include open space improvements, operations and management, monitoring, maintenance (including, but not limited to, general maintenance, signage, benches, striping, City-owned fence maintenance, trash and debris collection, and bike trails and their appurtenances [drainage culverts or pipes from adjacent subdivisions] within open space), creation and maintenance of fire breaks, permits, vandalism/graffiti, flood conveyance (vegetation/tree removals), beaver dam removals, outfall/drainage swale maintenance, erosion control/bank stabilization, native planting/replanting, pre and post emergent, environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the Environmental Impact Report, maintenance activities as required by the 404 permit and Open Space Overarching Maintenance & Management Plan and repair and replacement of facilities within open space areas.

Landscape Corridors

Services includes maintenance of on-site landscape corridors and paseos designed to serve the territory within the CFD, including, but not limited to, general maintenance, masonry walls, accent lighting, and water and utility costs.

Medians, Entries, and Entry Monumentation

Services include the maintenance of medians, entries, and entry monumentation.

Leaf Pickup and Street Sweeping

The performance of leaf pick up and street sweeping designed to serve the territory within the CFD, including along the following roads:

- Westbrook Boulevard.
- Westpark Boulevard.
- Blue Oaks Boulevard.

Neighborhood Parks

Services include neighborhood park maintenance and repair and replacement.

Storm Water Management

Services include storm water management, water quality structural controls, including, but not limited to, drainage swales constructed between storm drain facilities and receiving waters, and maintenance of flood control facilities including, but not limited to, detention basins and created wetlands.

Transit

Services include bus transfer station, bus shelters, bus stops, and any park-and-ride lots, as well as bus signs.

Other Services

Other services include miscellaneous costs related to any of the items described above, including planning, engineering, GIS, legal, and city and county administration costs. They also include the levy of special taxes to accumulate sinking funds for anticipated future repairs or replacement costs of landscape corridors, irrigation facilities, medians, entries and entry monumentation, lighting, neighborhood parks, storm water management, and other facilities maintained by the CFD as determined by the Administrator.

Formation, Administrative, and Incidental Expenses

Costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check, and other costs related to acceptance of the facilities by the City; payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

Authorized Services Estimated Costs

The City, with assistance from consultants, prepared estimates of the annual cost of providing authorized services within the initial territory included in the CFD. A cost per unit was established for each of the authorized services of the CFD.

City staff, in conjunction with the developer and developer consultants, developed a cash flow model to establish initial-year cost estimates for the various land uses. The results of the analysis became the basis for the initial special tax rates for the CFD.

Table 2 shows the preliminary estimated maintenance costs for major maintenance activities are \$835,917 (in 2020 dollars).

Table 2
Creekview CFD No. 2 (Public Services)
Authorized Services Costs (2018 \$s)

Item	Quantity	Cost per Unit/ per Year	Total Annual Cost
Residential/Nonresidential Improvements			
Landscape Corridors	7.4 acres	\$11,664	\$86,314
Paseos	7.1 acres	\$11,664	\$82,814
Medians	2.6 acres	\$11,664	\$30,326
Open Space Corridors	49.6 acres	n/a	\$45,466
Bike Paths	12,122.3 lineal feet	\$1.11	\$13,456
Access Gates	14.0 per year	\$200	\$2,800
Entry Monuments	9.0 per year	\$100	\$900
Post & Cable Fencing	14,787.1 lineal feet	\$0.30	\$4,436
Masonry Walls	13,539.7 lineal feet	\$0.06	\$812
Leaf Pick-Up	4.0 miles	\$64.04	\$256
Streetsweeping	12.1 miles	\$39.80	\$482
Pleasant Grove Open Space Bypass Channel	68.5 acres	\$988	\$67,658
Northern Preserve	87.0 acres	\$787	\$68,512
Subtotal Costs			\$404,232
Repair/Replacement Sinking Fund		5%	\$20,212
City Administration		13%	\$55,178
County Administration		1%	\$4,796
Annual Maintenance Costs (Residential/Nonresidential)			\$484,417
Annual Maintenance Cost Adjustment to 2020 Dollars		1.04	\$503,794
Residential Improvements			
Neighborhood Parks	8.8 acres	\$12,960	\$114,048
Neighborhood School Parks	7.4 acres	\$13,806	\$102,164
Stormwater Management	2,011.0 units	\$25	\$50,275
Subtotal Costs			\$266,487
Repair/Replacement Sinking Fund		5%	\$13,324
City Administration		13%	\$36,376
County Administration		1%	\$3,162
Annual Maintenance Costs (Residential)			\$319,349
Annual Maintenance Cost Adjustment to 2020 Dollars		1.04	\$332,123
Total Maintenance Costs			\$835,917

"cfd_costs"

Sources: DPGF and EPS

4. Structure of the CFD

Description of the CFD

The CFD is being formed to fund authorized services of the CFD. The attached exhibits are documents contained in the ROF. **Exhibit A** is the CFD RMA. **Exhibit B** is the List of Authorized Services.

The CFD Funding Program

The CFD will be authorized to levy and collect the special tax to pay all annual costs of the CFD.

Allocation of CFD Annual Costs to Taxable Land Uses

Table 3 shows the cost allocation assumptions for residential and nonresidential land uses. Costs are allocated to residential land uses based on an assumed persons-per-household for residential land uses, and an assumed building square footage per employee for nonresidential land uses.

Affordable housing units are not assigned an assumed person-per-household and therefore are not allocated any annual CFD costs.

Determining the Maximum Annual Special Tax

The maximum annual special tax rates for the various land uses (tax categories) are determined using the results of the cost allocations shown in **Table 3**. **Table 4** shows the maximum annual special tax rates by tax category in the base year.

Table 5 shows the assignment of the maximum annual special tax per large lot parcel, using the maximum annual special tax rates per unit/acre times the planned units or acres assigned to each large lot parcel.

Table 3
Creekview CFD No. 2 (Public Services)
Allocation of Maintenance Costs to Units (2020 \$s)

Land Use	Developable Acres	Units/ Sq. Ft.	Person PHH/ Sq. Ft. per Employee	Total Persons/ Employees	Distribution of Persons	Res/Nonres Costs	Residential Costs	Total Costs	Costs per Acre	Costs per Unit/Acre
Residential										
LDR	182.81	951	2.54	2,416	56.1%	\$282,542	\$193,934	\$476,476	\$2,606	\$501.03
MDR	51.20	473	2.17	1,026	23.8%	\$120,058	\$82,406	\$202,464	\$3,954	\$428.04
MDR-Affordable		40	2.17	0	0.0%	\$0	\$0	\$0	\$0	\$0.00
HDR	17.68	386	1.80	695	16.1%	\$81,270	\$55,783	\$137,052	\$7,752	\$355.06
HDR-Affordable		161	1.80	0	0.0%	\$0	\$0	\$0	\$0	\$0.00
Subtotal	251.69	2,011		4,137	96.0%	\$483,870	\$332,123	\$815,993		
Nonresidential										
CC	9.22	100,841	592	170	4.0%	\$19,924	\$0	\$19,924	\$2,161	\$0.20
Subtotal	9.22	100,841		170	4.0%	\$19,924	\$0	\$19,924		
Totals	260.91			4,307	100.0%	\$503,794	\$332,123	\$835,917		

"cost_alloc"

Sources: DPFG and EPS.

Table 4
Creekview CFD No. 2 (Public Services)
Maximum Annual Special Tax by Tax Category - Base Year

Tax Category	Maximum Annual Special Tax per Unit/Acre [1]
Residential Uses	<i>per Unit</i>
Low Density Residential (LDR)	\$502.00
Medium Density Residential (MDR)	\$429.00
Affordable Medium Density Residential (Affordable MDR)	\$0.00
High Density Residential (HDR)	\$356.00
Affordable High Density Residential (Affordable HDR)	\$0.00
Nonresidential Uses	<i>per Acre</i>
Business Professional (BP)	\$2,161.00
Community Commercial (CC)	\$2,161.00
Light Industrial (LI)	\$2,161.00

[1] The Maximum Annual Special Tax per Unit/Acre is increased by the Tax Escalation Factor in each Fiscal Year following the Base Year of FY 2020-21.

Table 5
Creekview CFD No. 2 (Public Services)
Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
C-10	017-101-050	LDR	5.99	36	\$502.00	\$18,072.00
C-11	017-101-050	LDR	7.54	34	\$502.00	\$17,068.00
C-12	017-101-050	LDR	18.72	95	\$502.00	\$47,690.00
C-13	017-101-050	LDR	7.20	50	\$502.00	\$25,100.00
C-14	017-101-050	LDR	3.72	20	\$502.00	\$10,040.00
C-15	017-101-050	LDR	3.59	20	\$502.00	\$10,040.00
C-16	017-101-050	LDR	12.93	71	\$502.00	\$35,642.00
C-17	017-101-050	LDR	6.92	36	\$502.00	\$18,072.00
C-23	017-101-050	MDR	8.13	61	\$429.00	\$26,169.00
C-24	017-101-050	MDR	8.12	59	\$429.00	\$25,311.00
C-25	017-101-050	MDR	7.25	52	\$429.00	\$22,308.00
C-25	017-101-050	MDR-Affordable		10	\$0.00	\$0.00
C-41	017-101-050	HDR	4.27	47	\$356.00	\$16,732.00
		HDR - Affordable		80	\$0.00	\$0.00
C-42	017-101-050	HDR	4.33	55	\$356.00	\$19,580.00
	017-101-050	HDR-Affordable	0.00	81	\$0.00	\$0.00
C-43	017-101-050	HDR	3.88	116	\$356.00	\$41,296.00
C-70	017-101-050	CC	9.22	n/a	\$2,161.00	\$19,924.42
C-1	017-101-051	LDR	19.50	94	\$502.00	\$47,188.00
	017-101-051, Por. 017-101-					
C-2	012	LDR	10.10	52	\$502.00	\$26,104.00
C-3	017-101-051	LDR	14.00	67	\$502.00	\$33,634.00
C-4	017-101-051	LDR	9.60	51	\$502.00	\$25,602.00
	017-101-051, Por. 017-101-					
C-5	012	LDR	13.60	74	\$502.00	\$37,148.00
C-6	017-101-012	LDR	8.00	48	\$502.00	\$24,096.00
C-7	017-101-012	LDR	13.90	74	\$502.00	\$37,148.00
C-8	017-101-053	LDR	5.70	32	\$502.00	\$16,064.00
	017-101-053, Por. 017-101-					
C-9	052	LDR	21.80	97	\$502.00	\$48,694.00
C-20	017-101-012	MDR	8.70	96	\$429.00	\$41,184.00
		MDR-Affordable	0.00	10	\$0.00	\$0.00
	Por. 017-101- 012, 017-101- 051, and 017-					
C-21	101-052	MDR	7.70	95	\$429.00	\$40,755.00
	017-101-052, Por. 017-101-					
C-22	053	MDR	11.30	110	\$429.00	\$47,190.00
		MDR-Affordable	0.00	20	\$0.00	\$0.00
C-40	017-101-052	HDR	5.20	168	\$356.00	\$59,808.00
Totals			260.91	2,011		\$837,659.42

"att2"

[1] The Maximum Annual Special Tax per Unit/Acre and Maximum Annual Special Tax per Large Lot is increased by the Tax Escalation Factor in each Fiscal Year following the Base Year of FY 2020-21.

Base Year

The base year is Fiscal Year (FY) 2020-21. A base year is defined in the RMA as a means of defining the special tax base in a given fiscal year that is allowed to increase by a given factor over a period of time.

Annual Tax Escalation Factor

The annual tax escalation factor is a factor not to exceed 4 percent, as determined by the Administrator, in every fiscal year following the base year.

Termination of the Special Tax

The special tax is authorized to be levied and collected in perpetuity.

Definition of Annual Costs

The maximum annual special tax established under the RMA is the maximum exposure to an annual special tax levy for a given parcel of land. The actual amount of the levy is derived through determining the “annual costs” of the CFD. The RMA identifies the annual costs components as these:

- a. Cost of Authorized Services.
- b. Administrative expenses.
- c. The amount needed to cure any delinquencies in the payment of the special tax in the current or prior fiscal year.

Assignment of Maximum Annual Special Tax

Sections 4 and 5 of the RMA describe in detail the precise method for assigning the maximum annual special tax to parcels in the CFD. The RMA assigns a total maximum annual special tax to taxable parcels based on parcel configurations at the time of formation of the CFD, and then as subdivision maps are recorded. Original parcels are those parcel configurations when the CFD is formed. Successor parcels are created as large lot subdivision maps are recorded, and then small lot final maps are recorded, defining individual buildable residential lots.

Original Parcels

Original parcels are assigned a maximum annual special tax using Attachment 1 of the RMA. Attachment 1 (**Table 5** of this document) shows the total maximum annual special tax and maximum annual special tax per unit or per acre for original parcels.

Successor Parcels

Successor parcels are created when original parcels are subdivided by the recording of large lot subdivision maps, and further subdivided into buildable residential lots. The RMA provides specific detail and definitions used in allocating the maximum annual special tax to parcels in their final use, whether as residential or nonresidential parcels.

Attachment 1 (**Table 5** of this document) shows the maximum annual special tax for planned large lot parcels. Each large lot is assigned one tax category, the number of planned residential units, and a maximum annual special tax per unit or per acre. The maximum annual special tax for a large lot parcel is the sum of the number of units in the tax category multiplied by the maximum annual special tax for the tax category.

If fewer units are realized at the recordation of a final map defining buildable lots than shown in **Table 5**, the maximum annual special tax for the large lot parcel is divided by the actual number of residential units created by the final map to determine the maximum annual special tax per unit. If more residential units are created by a final map than shown in **Table 5**, the maximum annual special tax per unit is that amount shown in **Table 5**.

The RMA is structured to ensure that the maximum annual special tax for a large lot is not reduced over time by anticipated development of each large lot. The special tax revenue for large lot parcels may increase if higher densities are realized over time.

Affordable Units

The RMA recognizes affordable housing units to be built in the CFD. These units are assigned a maximum annual special tax rate of zero. An affordable unit that becomes a market-rate unit will be assigned a maximum annual special tax based on the instruction in Section 4.e of the RMA.

Transfer of the Assigned Maximum Annual Special Tax

The City may, in its sole discretion, allow for a transfer of the maximum annual special tax from one large lot parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the Chief Financial Officer and (2) there is no reduction in the CFD maximum annual special tax revenues as a result of the transfer. Provisions for such a transfer are discussed in Section 4.f of the RMA.

Conversion of a Tax-Exempt Parcel to a Taxable Parcel

If a tax-exempt parcel is not needed for public use or other nontaxable use and is converted to a taxable use or transferred to a private owner, it shall become subject to the special tax. The maximum annual special tax for the newly assigned tax category for such a parcel is determined using the provisions of Sections 4 and 5 of the RMA.

Taxable Parcels Acquired by a Public Agency

A taxable parcel that is acquired by a public agency after the CFD is formed will be determined to be a tax-exempt parcel.

Determination of Parcels Subject to the Special Tax

By June 30 of each fiscal year, using the definitions in Section 2 of the RMA, the parcel records of the Assessor's Secured Tax Roll as of January 1, and other City development approval records, the Administrator shall cause:

1. Each parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
2. Each parcel to be classified as a Developed Parcel, a Final Use Small Lot Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.

Setting the Special Tax Levy for Taxable Parcels

To determine the annual levy, the Administrator will use the process presented in Section 6 of the RMA. In general, the provisions of Section 6 describe the following procedures to set the annual special tax levy for each taxable parcel:

- First, the Administrator must compute the annual costs using the definitions in Section 2 of the RMA. Next, the Administrator shall levy the special tax proportionately on all developed parcels, up to the amount of annual costs, or 100 percent of the maximum special tax for developed property, whichever is less.
- If additional revenue is needed for annual costs, the Administrator shall levy the special tax proportionately on all final use small lot parcels, such that when added to the levy on developed parcels, is up to the amount of annual costs, or up to

100 percent of the maximum special tax for final use small lot parcels, whichever is less.

- If additional revenue is needed for annual costs, the Administrator shall levy the special tax proportionately on all small lot tentative map parcels, such that when added to the levy on developed parcels, is up to the amount of annual costs, or up to 100 percent of the maximum special tax for small lot tentative map parcels, whichever is less.
- If additional revenue is needed for annual costs, the Administrator shall levy the special tax proportionately on all large lot parcels, such that when added to the levies on parcels described above, is up to the amount of annual costs, or up to 100 percent of the maximum special tax for large lot parcels, whichever is less.
- If additional revenue is needed for annual costs, the Administrator shall levy the special tax proportionately on all undeveloped parcels, such that when added to the levies on parcels described above, is up to the amount of annual costs, or up to 100 percent of the maximum special tax for large lot parcels, whichever is less.

Once the special tax levy is determined for a fiscal year, the Administrator creates the tax schedule to deliver to the County Auditor-Controller.

Prepayment of the Special Tax Obligation

The special tax obligation may not be prepaid.

Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the special tax assigned to a parcel is in error may file a notice with the Administrator appealing the levy of the special tax. The Administrator then will promptly review the appeal and, if necessary, meet with the applicant. If the Administrator verifies that the tax should be modified or changed, the special tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without resolution or ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the special tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the Finance Director may make minor, non-substantive administrative and technical changes to the provisions of the RMA that do not materially affect the rate, the method of apportionment, or the manner of collection of the special

tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

Manner of Collection

The special tax will be collected in the same manner and at the same time as ad valorem property taxes. As specified in Section 9 of the RMA, the Administrator or its designee may directly bill the special tax and may collect the special tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

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EXHIBITS:

- Exhibit A: Rate, Method of Apportionment, and
Manner of Collection of Special Tax
- Exhibit B: List of Authorized Services

EXHIBIT A:

Rate, Method of Apportionment, and
Manner of Collection of Special Tax



EXHIBIT A

City of Roseville
Creekview Community Facilities District No. 2
(Public Services)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND
MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Creekview Community Facilities District No. 2 (Public Services) (CFD) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or, if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" mean the actual or estimated costs incurred by the City to form the CFD and to determine, levy, and collect the Special Taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the Special Taxes on the general tax rolls, preparation of required reports, the cost of GIS mapping services, and any other costs required to administer the CFD as determined by the City.

"Administrator" means a City official in the Finance Department or their designee responsible for determining the levy and collection of the Special Taxes.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that oversees the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable or is determined to be exempt from the Special Tax under applicable law. A Multifamily For Rent Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or their designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot

number and, in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"Annexation Parcels" mean a Parcel or Parcels annexed into the CFD after formation. The Maximum Annual Special Tax will be assigned to such Parcels using the provisions of **Section 4.c** of this Rate, Method of Apportionment, and Manner of Collection of Special Tax (RMA). Annexation Parcels may be assigned a different Maximum Annual Special Tax Rate or Maximum Annual Special Tax per Parcel using a methodology different from other Parcels in the CFD and may be placed in an area designated as a separate zone of the CFD, all of which shall be set forth in revised attachments hereto as needed, without further CFD proceedings.

"Annual Costs" mean, for any Fiscal Year, the total of the following items: (1) Authorized Services, (2) Administrative Expenses, and (3) any amounts needed to cure actual or estimated delinquencies in Special Taxes for the current or previous Fiscal Year.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the Maximum Annual Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, as shown in **Attachment 1**. For any Annexation Parcels that do not have approved Large Lot Parcels, Expected Land Uses will be based on the approved Specific Plan land uses for each Assessor's Parcel that is annexed. In this instance, the Assigned Maximum Annual Special Tax will be assigned to Assessor Parcel Number(s) and added to **Attachment 1**.

"Authorized Services" mean those services listed in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2020, and ending June 30, 2021.

"Building Permit" means a permit issued by the City for construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for a wide variety of office uses and other uses related to and supporting office uses.

"CFD" means the Creekview Community Facilities District No. 2 (Public Services) of the City of Roseville, Placer County, California.

"Chief Financial Officer" means the Chief Financial Officer for the City, or their designee.

"City" means the City of Roseville in Placer County, California.

"Council" means the City Council of the City acting for the CFD under the Act.

"Community Commercial" means a Parcel or Parcels zoned to serve the principal retail shopping needs of the entire community by providing areas for shopping centers and other retail and service uses.

"County" means the County of Placer, California.

"Developed Parcel" means, in any Fiscal Year, any Taxable Parcel for which a Building Permit was issued before May 1 of the preceding Fiscal Year for Residential Uses on Single-Family Parcels, Multifamily For-Rent Parcels, Multifamily For-Sale Parcels, or for Nonresidential Uses on Nonresidential Use Parcels.

"Development Plan" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, Acreage, square footage, or number of Units that are approved to be developed on a Single-Family Parcel, Multifamily Parcel For-Rent Parcels, Multifamily For-Sale Parcels, and Nonresidential Parcel.

"Expected Land Use(s)" mean(s) the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 1** of this RMA. Future Annexation Parcels may not have approved Large Lot Parcels with an assigned total number of Units. Such Annexation Parcels will be assigned an Assigned Maximum Annual Special tax per Unit or per Acre and added to **Attachment 1**.

"Final Use Small Lot Parcel" means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

"Final Small Lot Subdivision Map" means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"High-Density Residential" means, based on the Creekview Specific Plan, a land use designation that primarily accommodates attached housing but, depending on the Unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium-design apartments/condominiums.

"Large Lot Parcel" means a Parcel created by a Large Lot Subdivision Map.

"Large Lot Subdivision Map" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Single-Family Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"Light Industrial Uses" mean Parcels zoned by the City as Light Industrial (Tech./Business Park).

"Low-Density Residential" means, based on the Creekview Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density

range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include standard, alley-loaded, or clustered, single-family detached Units.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Maximum Annual Special Tax" means the greatest amount of Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 1** and **2**.

"Maximum Annual Special Tax Rate" means the rate of Maximum Annual Special Tax charged per Unit or per Acre, as shown in **Attachments 1** and **2**.

"Maximum Annual Special Tax Revenue" means the greatest amount of revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Special Tax.

"Maximum Annual CFD Special Tax Revenue" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"Medium-Density Residential" means, based on the Creekview Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium-Density Residential areas.

"Mixed-Use Parcel" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"Multifamily For-Rent" or **"Multifamily For-Rent Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit per Parcel, and where such Units initially are offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High-Density Residential. Each residential dwelling Unit in Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"Multifamily For-Sale" or **"Multifamily For-Sale Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit in a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High-Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or a Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"Nonresidential Use" means a Taxable Parcel with land uses other than Residential Uses that may include Business Professional, Community Commercial, Light Industrial, and Mixed Use.

"Original Parcel" means a Taxable Parcel identified in **Attachment 1** (and shown in **Map 1**) at formation of the CFD. **Attachment 1** and **Map 1** shall be updated, or additional maps may be added with each new annexation into the CFD.

"Parcel" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Final Use Small Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Final Use Small Lot Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"Public Parcel" means any Parcel that is or is intended to be publicly owned, as designated in any final map that is normally exempt from the levy of general ad valorem property taxes under California law, including public streets; schools; parks; and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a portion of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

"Residential Use" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium-Density Residential or High-Density Residential.

"RMA" means this Rate, Method of Apportionment, and Manner of Collection of Special Tax.

"Single-Family Parcel" means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"Small Lot Tentative Map" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Parcel" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year and which have not yet become a Final Use Small Lot Parcel or a Developed Parcel.

"Special Tax(es)" mean(s) any tax levy under the Act in the CFD.

"Subdivision" or **"Subdivided"** means division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

“Successor Parcel” means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

“Tax Category” means the categories of taxable land uses shown in **Attachments 1 and 2**.

“Tax Collection Schedule” means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

“Tax Escalation Factor” means a factor not to exceed 4 percent, determined by the Administrator in any Fiscal Year following the Base Year by which the Maximum Annual Special Tax for the previous Fiscal Year will be increased to provide sufficient services for the current Fiscal Year.

“Tax Zone A” is the initial Tax Zone in the CFD for the Maximum Annual Special Tax.

“Tax Zone(s)” mean(s) geographically designated areas in the CFD which may have different Maximum Annual Special Tax Rates.

“Taxable Acreage” means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 1**, contains both taxable and tax-exempt uses, such as a park site.

“Taxable Parcel” means any Parcel that is not a Tax-Exempt Parcel.

“Tax-Exempt Parcel” means a Parcel not subject to the Special Tax. Tax-Exempt Parcels include (a) Public Parcels, (b) Parcels owned by the City, school districts, special districts, or the state or federal government, and (c) Affordable Units.

Certain privately owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowners’ associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

“Undeveloped Parcel” means a Taxable Parcel that is not a Developed Parcel, Final Use Small Lot Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

“Unit” means, for a Single-Family Parcel, the individual residential Unit on such Parcel or, for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential Unit in a multifamily building.

3. Duration of the Special Tax

Parcels in the CFD will remain subject to the Special Tax in perpetuity.

If the Special Tax ceases to be levied, the City will direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax, in addition, will identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

4. Administrative Tasks

Tasks required of the Administrator are discussed below:

- a. Annual Special Tax Escalation. The Administrator shall increase the Maximum Annual Special Tax by the Tax Escalation Factor in each Fiscal Year following the Base Year.
- b. Assignment of the Maximum Annual Special Tax to Original Parcels. **Attachment 1** identifies the Assigned Maximum Annual Special Tax and Tax Zone for each Original Parcel at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Special Tax shall equal the sum of the Assigned Maximum Annual Special Tax for all Large Lot Parcels in that Assessor's Parcel.
- c. Assignment of the Maximum Annual Special Tax to Annexation Parcels. If Parcels are annexed into the CFD after formation, the Maximum Annual Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Special Tax per Unit or Acre shown in **Attachment 2** for the assigned Tax Zone, as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Special Taxes under a new Tax Zone. **Attachment 1** shall be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable Special Taxes by Tax Zone. If new Maximum Annual Special Taxes are created, **Attachments 1** and **2** should be amended to reflect the Maximum Annual Special Taxes and Tax Zone(s) for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assigning the Maximum Annual Special Tax to Successor Parcels described in **Section 4.d**. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge or fee in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.
- d. Assignment of the Maximum Annual Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are created through recordation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Special Tax to new Successor Parcels. As necessary, the assignment of the Maximum Annual Special Tax to Successor Parcels should use the Maximum Annual Special Tax Rates for the Tax Zone within which the Original Parcel and Successor Parcel resides. As a result of each assignment of the Maximum Annual Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Special Taxes assigned to the newly created Taxable Parcels

shall never be less, but may be greater, than the Assigned Maximum Annual Special Tax for that Original Parcel or Successor Parcel.

1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Special Tax to Single-Family Parcels. All references to Maximum Annual Special Taxes in the attachments are subject to application of the Tax Escalation Factor by the Administrator:
 - A. Multiply the Maximum Annual Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.1.d.A above to each Single-Family Parcel created by the Subdivision.
 - C. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, Proportionately increase the Maximum Annual Special Tax per Unit for all Units until the sum of resulting Maximum Annual Special Taxes from all Units equals the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Maximum Annual Special Tax is assigned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:
 - A. Apportion the Assigned Maximum Annual Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
 - B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
 - C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or

Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.

- D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, Proportionately increase the Maximum Annual Special Tax per Unit for all Units until the sum of resulting Maximum Annual Special Taxes from all Units equals the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- E. For the Remainder Parcel or Parcels, identify the Maximum Annual Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Special Tax for all Single-Family Parcels created by the Subdivision. Subtract the sum of the Maximum Annual Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

- 3. If an Original or Successor Parcel designated as Nonresidential Parcel is Subdivided creating multiple Nonresidential Parcels:
 - A. Identify the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided.
 - B. Determine the Taxable Acreage for all new Successor Parcels being created by the Subdivision.
 - C. Sum the Taxable Acreage for all new Successor Parcels from Step 4.d.3.B.
 - D. Divide the Taxable Acreage for each Successor Parcel by the results from Step 4.b.3.C to determine the percentage allocation of the Assigned Maximum Annual Special Tax from Step 4.b.3.A.
 - E. Multiply the percentage derived in Step 4.b.3.D times the Assigned Maximum Annual Special Tax from Step 4.b.3.A to determine the Assigned Maximum Annual Special Tax for each Successor Parcel created by the Subdivision.
- 4. If an Original or Successor Parcel designated as a Multifamily For-Rent or For-Sale Parcel has a Building Permit issued:

- A. Identify the Assigned Maximum Annual Special Tax per Unit for High Density Residential shown in **Attachment 2**.
 - B. Identify the number of Market Rate Units for the Parcel.
 - C. For a Multifamily For-Rent Parcel, multiply the Market Rate Units times the Maximum Annual Special Tax per Unit from Step 4.b.4.A times the number of from Step 4.b.4.b to derive the Maximum Annual Special Tax for the Multifamily For-Rent Parcel.
 - D. For a Multifamily For-Sale Parcel, assign the Maximum Annual Special Tax per Unit from Step 4.b.4.a to each Market Rate Unit to derive the Maximum Annual Special Tax for each Parcel.
5. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
- A. Identify the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Zone and Tax Category.
 - C. Sum the Maximum Annual Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being Subdivided is greater than the sum of Maximum Annual Special Tax for each Taxable Parcel being created, increase Proportionately the Maximum Annual Special Tax per Unit or per Acre on each Taxable Parcel such that the sum of Maximum Annual Special Tax for all Taxable Parcels equals the Maximum Annual Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Special Tax per Unit based on their Tax Category as shown in **Attachment 1**, as adjusted by the Tax Escalation Factor.
- f. Transfer of the Assigned Maximum Annual Special Tax from One Large Lot Parcel to Another. The Maximum Annual Special Taxes shown in **Attachment 1** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 1**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording of a Final Small Lot Subdivision Map in any portion of the Large

Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the Chief Financial Officer, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachment 1** of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to affect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and **Attachment 1**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.

- g. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is transferred to a private owner, it shall become subject to the Special Tax. The Maximum Annual Special Tax for the newly assigned Tax Category for such a Parcel is determined using the provisions of **Sections 4 and 5**.
- h. Taxable Parcels Acquired by a Public Agency A Taxable Parcel acquired by a public agency shall be reclassified as a Tax-Exempt Parcel and is no longer subject to the Special Tax levy.

5. Assignment of the Maximum Annual Special Tax

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Final Use Small Lot Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
 - 3. Each Unit to be classified as a Market-Rate Unit or an Affordable Unit.
- b. Identification of Tax Zones: Identify the Tax Zone within which each Taxable Parcel is located.
- c. Assignment of the Maximum Annual Special Tax to Taxable Parcels. The Maximum Annual Special Tax will be assigned to each Taxable Parcel by Tax Zone each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.

6. Calculating Annual Special Taxes

The Administrator will compute the Annual Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4 and 5**. All calculations and steps described in this section shall be done for all areas within the CFD regardless of how many Tax Zones may exist. The Administrator then will determine the tax levy for each Taxable Parcel using the following process:

- a. Compute the Annual Costs using the definition of Annual Costs in **Section 2**.
- b. For all Taxable Parcels, calculate the Special Tax levy for each using the following steps:

- Step 1: Compute 100 percent of the Maximum Annual Special Tax Revenue for all Developed Parcels.
- Step 2: Compare the Annual Costs with the amount calculated in the previous step.
- Step 3: If the Annual Costs are lower than the amount calculated in Step 1, decrease Proportionately the Maximum Annual Special Tax levy for each Developed Parcel until the revenue from the Special Tax levy equals the Annual Costs.
- Step 4: If the Annual Costs are greater than the amount calculated in Step 1, increase Proportionately the Maximum Annual Special Tax levy for each Final Use Small Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Final Use Small Lot Parcels, if needed to fund Annual Costs.
- Step 5: If the Annual Costs are greater than the amount calculated in Step 1 and Step 4, increase Proportionately the Maximum Annual Special Tax levy for each Small Lot Tentative Map Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Small Lot Tentative Map Parcels, if needed to fund Annual Costs.
- Step 6: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, and Step 5, increase Proportionately the Maximum Annual Special Tax levy for each Large Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Large Lot Parcels, if needed to fund Annual Costs.
- Step 7: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, Step 5, and Step 6, increase Proportionately the Maximum Annual Special Tax levy for each Undeveloped Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Undeveloped Parcels, if needed to fund Annual Costs.
- c. Levy on each Taxable Parcel the amount calculated above.
- d. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 8**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will not be sent later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to correct any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

7. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Chief Financial Officer appealing the levy of the Special Tax. The Chief Financial Officer then will promptly review the appeal and, if necessary, will meet with the applicant. If

the Chief Financial Officer verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the Chief Financial Officer may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment only affects such owner's land and does not reduce the total Maximum Annual Special Tax Revenue for the CFD.

8. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

Attachment 1
Creekview CFD No. 2 (Public Services)
Maximum Annual Special Tax by Large Lot - Base Year

Large Lot	APN	Land Use	Acres	Planned Units	Maximum Annual Special Tax per Unit/Acre [1]	Maximum Annual Special Tax per Large Lot [1]
C-10	017-101-050	LDR	5.99	36	\$502.00	\$18,072.00
C-11	017-101-050	LDR	7.54	34	\$502.00	\$17,068.00
C-12	017-101-050	LDR	18.72	95	\$502.00	\$47,690.00
C-13	017-101-050	LDR	7.20	50	\$502.00	\$25,100.00
C-14	017-101-050	LDR	3.72	20	\$502.00	\$10,040.00
C-15	017-101-050	LDR	3.59	20	\$502.00	\$10,040.00
C-16	017-101-050	LDR	12.93	71	\$502.00	\$35,642.00
C-17	017-101-050	LDR	6.92	36	\$502.00	\$18,072.00
C-23	017-101-050	MDR	8.13	61	\$429.00	\$26,169.00
C-24	017-101-050	MDR	8.12	59	\$429.00	\$25,311.00
C-25	017-101-050	MDR	7.25	52	\$429.00	\$22,308.00
C-25	017-101-050	MDR-Affordable		10	\$0.00	\$0.00
C-41	017-101-050	HDR	4.27	47	\$356.00	\$16,732.00
		HDR - Affordable		80	\$0.00	\$0.00
C-42	017-101-050	HDR	4.33	55	\$356.00	\$19,580.00
	017-101-050	HDR-Affordable	0.00	81	\$0.00	\$0.00
C-43	017-101-050	HDR	3.88	116	\$356.00	\$41,296.00
C-70	017-101-050	CC	9.22	n/a	\$2,161.00	\$19,924.42
C-1	017-101-051	LDR	19.50	94	\$502.00	\$47,188.00
	017-101-051, Por. 017-101-					
C-2	012	LDR	10.10	52	\$502.00	\$26,104.00
C-3	017-101-051	LDR	14.00	67	\$502.00	\$33,634.00
C-4	017-101-051	LDR	9.60	51	\$502.00	\$25,602.00
	017-101-051, Por. 017-101-					
C-5	012	LDR	13.60	74	\$502.00	\$37,148.00
C-6	017-101-012	LDR	8.00	48	\$502.00	\$24,096.00
C-7	017-101-012	LDR	13.90	74	\$502.00	\$37,148.00
C-8	017-101-053	LDR	5.70	32	\$502.00	\$16,064.00
	017-101-053, Por. 017-101-					
C-9	052	LDR	21.80	97	\$502.00	\$48,694.00
C-20	017-101-012	MDR	8.70	96	\$429.00	\$41,184.00
		MDR-Affordable	0.00	10	\$0.00	\$0.00
	Por. 017-101- 012, 017-101- 051, and 017-					
C-21	101-052	MDR	7.70	95	\$429.00	\$40,755.00
	017-101-052, Por. 017-101-					
C-22	053	MDR	11.30	110	\$429.00	\$47,190.00
		MDR-Affordable	0.00	20	\$0.00	\$0.00
C-40	017-101-052	HDR	5.20	168	\$356.00	\$59,808.00
Totals			260.91	2,011		\$837,659.42

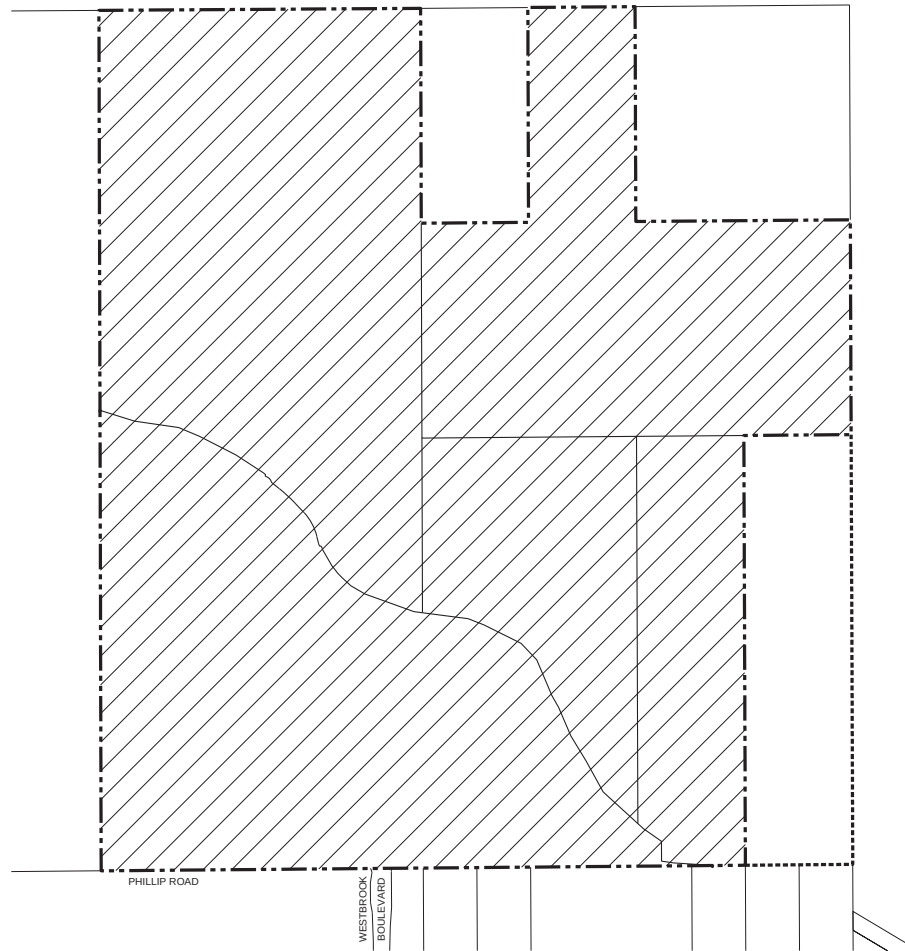
"att2"

[1] The Maximum Annual Special Tax per Unit/Acre and Maximum Annual Special Tax per Large Lot is increased by the Tax Escalation Factor in each Fiscal Year following the Base Year of FY 2020-21.

Attachment 2
Creekview CFD No. 2 (Public Services)
Maximum Annual Special Tax by Tax Category - Base Year

Tax Category	Maximum Annual Special Tax per Unit/Acre [1]
Residential Uses	<i>per Unit</i>
Low Density Residential (LDR)	\$502.00
Medium Density Residential (MDR)	\$429.00
Affordable Medium Density Residential (Affordable MDR)	\$0.00
High Density Residential (HDR)	\$356.00
Affordable High Density Residential (Affordable HDR)	\$0.00
Nonresidential Uses	<i>per Acre</i>
Business Professional (BP)	\$2,161.00
Community Commercial (CC)	\$2,161.00
Light Industrial (LI)	\$2,161.00

[1] The Maximum Annual Special Tax per Unit/Acre is increased by the Tax Escalation Factor in each Fiscal Year following the Base Year of FY 2020-21.



PROPOSED BOUNDARY MAP
CREEKVIEW
COMMUNITIES FACILITIES DISTRICT NO. 2
AND FUTURE ANNEXATION AREA
(PUBLIC SERVICES)

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
 BEING A PORTION OF SECTION 14, T.11 N., R.5 E., M.D.M.

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS ____ DAY OF _____, 2020.

 SONIA OROZCO, CITY CLERK
 CITY OF ROSEVILLE
 PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 2 AND FUTURE ANNEXATION AREA (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2020 BY IT'S RESOLUTION NO. _____.

 SONIA OROZCO, CITY CLERK
 CITY OF ROSEVILLE
 PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 2020, AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

FEE: _____

BY: _____
 RYAN RONCO
 COUNTY RECORDER
 COUNTY OF PLACER

LEGEND

-  PROPOSED BOUNDARY OF CFD NO. 2
 AREAS OF FUTURE ANNEXATION

Mackay & Somp
 ENGINEERS PLANNERS SURVEYORS
 1025 Creekside Ridge Drive, Suite 100, Roseville, CA 95678 (916) 773-1188

MAY 2020

SHEET 1 OF 1 18431-CFD



EXHIBIT B:

List of Authorized Services

EXHIBIT B

**Creekview
Community Facilities District No. 2 (Public Services)
City of Roseville
Placer County, California**

The authorized services to be funded from the levy and collection of annual special taxes shall consist of those items set forth below, in addition to the costs associated with collecting and administering the special taxes and annual administering the CFD. The authorized services to be funded for the Creekview Community Facilities District (CFD) No. 2 (Public Services) include these:

1. Open Space improvement, operations and management, monitoring, maintenance (including, but not limited to, general maintenance, signage, benches, striping, City owned fence maintenance, trash and debris collection, and bike trails and their appurtenances [drainage culverts or pipes from adjacent subdivisions] within open space), creation and maintenance of fire breaks, Permits, Vandalism/Graffiti, Flood Conveyance (Vegetation/tree removals), Beaver dam removals, Outfall/drainage swale maintenance, Erosion control/bank stabilization, Native planting/replanting, Pre and post emergent, environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the Environmental Impact Report, maintenance activities as required by the 404 permit and Open Space Overarching Maintenance & Management Plan and repair and replacement of facilities within open space areas.
2. The maintenance of on-site landscape corridors and paseos designed to serve the territory within the CFD, including, but not limited to, general maintenance, masonry walls, accent lighting, water and utility costs.
3. The maintenance of medians, entries, and entry monumentation.
4. The performance of leaf pick-up and street sweeping designed to serve the territory within the CFD, including along the following roads:
 - Westbrook Boulevard.
 - Westpark Boulevard.
 - Blue Oaks Boulevard.
5. Neighborhood park maintenance, and repair and replacement.
6. Storm water management, water quality structural controls, including, but not limited to, drainage swales constructed between storm drain facilities and receiving waters, and maintenance of flood control facilities including, but not limited to, detention basins and created wetlands.

7. Bus Transfer Station, bus shelters, bus stops and any park and ride lots as well as bus signs.
8. Miscellaneous costs related to any of the items described above, including but not limited to planning, engineering, GIS, legal, and City and County administration costs.
9. The levy of special taxes to accumulate sinking funds for anticipated future repairs or replacement costs of landscape corridors, irrigation facilities, medians, entries and entry monumentation, lighting, neighborhood parks, storm water management and other facilities authorized to be maintained by the CFD or for which the City is authorized to finance services through the CFD, as determined by the Administrator.

NOTICE OF PUBLIC HEARING

RE: Establishment of Community Facilities District and Future Annexation Area

Notice is hereby given that the City Council (the "Council") of the City of Roseville (the "City") adopted "A Resolution of Intention to Form Creekview Community Facilities District No. 2 (Public Services) and Future Annexation Area" (the "Resolution of Intention") to establish "City of Roseville Creekview Community Facilities District No. 2 (Public Services)" (the "CFD") and a future annexation area thereto (the "Future Annexation Area") under the Mello-Roos Community Facilities Act of 1982, constituting Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"). Under the Act and the Resolution of Intention, the Council gives notice as follows:

1. The text of the Resolution of Intention, including the exhibits thereto, as adopted by the Council, is on file with City Clerk and reference is made thereto for the particular provisions thereof. The text of the Resolution of Intention is summarized as follows:

a. Under the Act, this Council is undertaking proceedings for the establishment of the CFD and the Future Annexation Area, the boundaries of which are shown on a map on file with the City Clerk.

b. The purpose of the CFD is to provide for the financing of certain public services (the "Services") as more fully described in the Resolution of Intention and Exhibit B thereto.

c. The method of financing the Services is through the imposition and levy of a special tax (the "Special Tax") to be apportioned on the properties in the CFD under the rate and method of apportionment described in the Resolution of Intention and Exhibit A thereto. The Special Tax requires the approval of two-thirds of landowner votes voted at a special election called for that purpose by the Council, with each landowner having one vote for each acre or portion of acre such owner owns in the CFD.

d. The Resolution of Intention directed the preparation of a CFD Report that shows the Services by type that are required to adequately meet the needs of the CFD and the estimated costs of the Services. The CFD Report will be made a permanent part of the record of the public hearing specified below. Reference is made to the CFD Report as filed with the Clerk.

e. Property within the Future Annexation Area will be annexed to the CFD, and a special tax will be levied on such property, only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

f. As set forth below, the Council will hold a public hearing on the establishment of the CFD and the Future Annexation Area, the provision of the Services and the levy of the Special Tax.

2. The time and place established under the Resolution of Intention for the public hearing required under the Act are Wednesday, July 15, 2020 at 6:00 p.m. or as soon as possible thereafter, at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

3. At the hearing, the testimony of all interested persons or taxpayers for or against the establishment of the CFD, the extent of the CFD or the furnishing of the specified Services will be heard. Any person interested may file a protest in writing as provided in Section 53323 of the Act. If 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be included in the CFD, or the owners of one-half or more of the area of land in the territory proposed to be included in the CFD and not exempt from the special tax, file written protests against the establishment of the CFD and the protests are not withdrawn to reduce the value of the protests to less than a majority, the Council shall take no further action to create the CFD or levy the special taxes for a period of one year from the date of decision of the Council, and if the majority protests of the registered voters or landowners are only against the furnishing of a type or types of Services within the CFD, or against levying a specified special tax, those types of Services or the specified special tax will be eliminated from the proceedings to form the CFD.

In addition, at the hearing, the testimony of all interested persons for and against the establishment of the Future Annexation Area or the levying of special taxes within any portion of the Future Annexation Area annexed in the future to the CFD will be heard. If 50% or more of the registered voters, or 6 registered voters, whichever is more, residing within the proposed territory of the CFD, or if 50% or more of the registered voters, or 6 registered voters, whichever is more, residing in the territory proposed to be included in the Future Annexation Area, or the owners of 50% or more of the area of land in the territory proposed to be included in the CFD or in the Future Annexation Area, file written protests against the establishment of the Future Annexation Area and the protests are not withdrawn to reduce the value of the protests to less than a majority, the City Council shall take no further action to create the Future Annexation Area for a period of one year from the date of decision of the City Council.

4. The proposed voting procedure shall be by special mail or hand-delivered ballot to the property owners within the territory proposed to be included in the CFD.

Dated: _____, 2020

Sonia Orozco, City Clerk
City of Roseville

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 20-292

**A RESOLUTION OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES
DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF
TAX TO QUALIFIED ELECTORS**

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 24 (Creekview)

WHEREAS, the City Council (the "Council") of the City of Roseville (the "City") on June 3, 2020, adopted Resolution No. 20-205, entitled "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention"), stating its intention to annex territory to the City's Community Facilities District No. 3 (Municipal Services) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the services to be provided and the rate and method of apportionment of the special tax to be levied within the territory to be annexed to the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

WHEREAS, said annexation boundary map, labeled Annexation Map No. 24 of Community Facilities District No. 3 (Municipal Services) (Creekview), has been recorded with the County Recorder of the County of Placer on June 19, 2020, in Book 3 at Page 41-19 of Maps of Assessment and Community Facilities Districts, which map shows the territory to be annexed to the CFD;

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD;

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD.

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

2. The description and map of the boundaries of the territory to be annexed to CFD, as described in the aforementioned Annexation Map No. 24 on file with the Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

3. The provisions of the Resolution of Intention as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefor as hereinafter provided.

5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This Council hereby determines that paragraphs (a), (b), and (c)(1) of said Section 4000 and Section 4108 of the California Elections Code are applicable to this election, provided however, the City has received written waivers from the owner of all the territory to be annexed and the election may be expedited.

7. The Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on July 15, 2020 either virtually (if so noticed by the City) or at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

8. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which form is hereby approved.

9. The City Clerk shall accept the ballots of the qualified electors received prior to 6:00 p.m. on July 15, 2020, whether received by mail or by personal delivery.

10. This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

11. Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision and/or acquisition of the services

and the incidental costs thereof, all as defined in the Resolution of Intention, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual audit and report of the CFD.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 20____, by the following vote of the City Council:

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

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 24 (Creekview)

**OFFICIAL BALLOT
SPECIAL TAX ELECTION**

This ballot is for the special landowner election to annex property into City of Roseville Community Facilities District No. 3 (Municipal Service). You must return this ballot to the office of the City Clerk of the City of Roseville **no later than the hour of 6:00 p.m. on July 15, 2020, either by mail or in person**. The Clerk's office is located at 311 Vernon Street, Roseville, CA 95678.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT, OR THE VOTER MAY WRITE NUMBERS IN THE SPACES PROVIDED.

The amount of money to be raised annually by the special tax levied in the territory to be annexed is \$663,461 for Fiscal Year 2020-21 (and subject to escalation annually), the duration of the special tax is perpetual, and the rate of the special tax shall be determined in accordance with the rate, method of apportionment, and manner of collection of special tax for the CFD.

BALLOT MEASURE: Shall the City of Roseville (the "City"), by and for its Community Facilities District No. 3 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors," adopted by the City Council of the City on July 15, 2020?

YES: _____

NO: _____

By execution in the space provided below, you also indicate your waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings that may be claimed as a result of the this vote or the application of such waivers.

Number of Acres: _____

Property Owner:

Number of Votes: _____

By: _____

NOTICE OF PUBLIC HEARING
CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)
Annexation No. 24 (Creekview)

Notice is hereby given by the City of Roseville (the "City") with respect to its Community Facilities District No. 3 (Municipal Services) (the "CFD") that on June 3, 2020, the City Council of the City, as the legislative body for the CFD, adopted its Resolution No. 20-205, "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention, on file with the City Clerk of the City for further particulars. The following is a summary of the provisions of the Resolution of Intention.

Pursuant to the Resolution of Intention, the Council determined that the public convenience and necessity require that certain territory, as more particularly described in the Resolution of Intention, be annexed to the existing CFD, all as provided in the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq., California Government Code (the "Act')). The Resolution of Intention provides that the special taxes heretofore caused to be levied in the CFD for financing the services provided through the CFD shall be levied in the territory proposed to be annexed, subject to public hearing and landowner election proceedings as specified in the Act.

Notice is further given that Wednesday, July 15, 2020 at 6:00 p.m. or as soon as possible thereafter, either virtually (if so noticed by the City) or at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678, as the time and place when and where the Council of the City as the legislative body for the CFD, will conduct a public hearing on the annexation of the territory described in the Resolution of Intention to the CFD and finally consider and determine whether the public convenience and necessity require the annexation of said territory to the CFD and the levy of special taxes therein.

Notice is further given that at the hearing, the testimony of all interested persons for and against the annexation of said territory to the CFD or the levying of special taxes within the territory proposed to be annexed will be heard.

Dated: _____, 2020

/s/ Sonia Orozco
Sonia Orozco, City Clerk
City of Roseville

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 20-293

**A RESOLUTION DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION,
DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF
AMENDED NOTICE OF SPECIAL TAX LIEN**

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 24 (Creekview)

WHEREAS, in proceedings heretofore conducted by the City Council (the "Council") of the City of Roseville (the "City") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 3 (Municipal Services) (the "CFD");

WHEREAS, pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council has reviewed the Canvass and hereby approves it;

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this Council on July 15, 2020, entitled, "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors."

2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.

3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.

4. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

5. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 20____, by the following vote of the City Council:

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

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 24 (Creekview)

I hereby certify that on this date, I canvassed the returns of the election held on July 15, 2020, in the territory annexed to City of Roseville Community Facilities District No. 3 (Municipal Services), which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner <u>Votes</u>	Votes <u>Cast</u>	<u>YES</u>	<u>NO</u>
City of Roseville Community Facilities District No. 3 (Municipal Services) Annexation No. 24 (Creekview) Special Tax Annexation Election, July 15, 2020	_____	_____	_____	_____

BALLOT MEASURE: Shall the City of Roseville (the "City"), by and for its Community Facilities District No. 3 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors," adopted by the City Council of the City on July 15, 2020?

YES: _____

NO: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on July 15, 2020.

By: _____

City Clerk
City of Roseville

**RECORDING REQUESTED BY AND
AFTER RECORDATION PLEASE RETURN TO:**

City Clerk Department
City of Roseville
311 Vernon Street
Roseville, CA 95678
Telephone: (916) 774-5263

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES)
COUNTY OF PLACER, STATE OF CALIFORNIA

Annexation No. 24 (Creekview)

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, et. seq., of the California Government Code (the "Act"), the undersigned City Clerk of the City of Roseville (the "City"), County of Placer, State of California, hereby gives notice that a lien to secure payment of a special tax which the City is authorized to levy for Community Facilities District No. 3 (Municipal Services) (the "CFD"), County of Placer, State of California, is hereby imposed on the property described herein. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of public services in and according to the rate and method of apportionment set forth in that certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Placer, State of California on October 22, 2004, as Document No. 2004-0140669, to which recorded Notice of Special Tax Lien and amendment thereto reference is hereby made and the provisions of which are hereby incorporated by this reference.

This Amended Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of Community Facilities District No. 3 (Municipal Services) of the City Roseville the lands set forth in that certain "Annexation Map No. 24" to Community Facilities District No. 3 (Municipal Services), County of Placer, State of California," heretofore recorded on June 19, 2020 at Book 3 Maps of Assessment and Community Facilities Districts at Page 41-19 in the office of the County Recorder of the County of Placer, State of California.

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53324 of the Government Code, the undersigned, City Clerk of the City of Roseville, hereby gives notice that a lien to secure payment of a special tax which the City Council of the City of Roseville, County of Placer, State of California is authorized to levy is hereby imposed. The special tax secured by this lien is authorized to be levied for the purpose of paying for public services as described in **Exhibit A** attached hereto, and the incidental expenses related thereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which have been annexed to Community Facilities District No. 3 (Municipal Services), as shown in the Annexation Map referred to above, are thus included in this Amended Notice of Special Tax Lien, together with the name(s) of the

owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the City are as set forth in **Exhibit C** attached hereto and hereby made a part hereof.

The special tax is authorized to be levied against the parcel(s) described in **Exhibit C** attached hereto, which parcel(s) has been annexed into Community Facilities District No. 3 (Municipal Services), City of Roseville, County of Placer, State of California, which has been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect unless the special tax obligation is canceled in accordance with law or the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The amended rate, method of apportionment and the manner of collection of the authorized special tax is shown on **Exhibit B** attached hereto. The rate, method of apportionment, and the manner of collection of the authorized special tax does not contain conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the Community Facilities District No. 3 (Municipal Services), City of Roseville, in accordance with Section 3115.5 of the Streets and Highways Code.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Chief Financial Officer of the City of Roseville, 311 Vernon Street, Roseville, CA 95678, telephone number (916) 774-5319.

Dated: As of June ____, 2020

By: _____
Sonia Orozco, City Clerk
City of Roseville

EXHIBIT A – List of Authorized Services
EXHIBIT B – Amended Rate and Method of Apportionment
EXHIBIT C – Property Owner(s) and Parcel Number(s)

EXHIBIT A

CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT No. 3 (MUNICIPAL SERVICES)

LIST OF AUTHORIZED SERVICES

The Community Facilities District No. 3 (Municipal Services) (the “CFD”) shall include the City services authorized under Section 53313 of the Community Facilities Act of 1982, Chapter 2.5 of Division 2 of Title 5 of the California Government Code, commencing with Section 53311 (the “Act”), which include the following services, to the extent that such services are in addition to those provided in the territory of the CFD before the CFD was created (or, as to territory which may be annexed to the CFD, before such territory was annexed to the CFD.) In accordance with Section 53313 of the Act, the additional services may not supplant services already available within the territory when the district was created.

- (a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services are limited to providing services for jails, detention facilities, and juvenile halls.
- (b) Fire protection and suppression services, and ambulance and paramedic services.
- (c) Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities, subject to the limitations contained in Section 53313 of the Act.
- (d) Maintenance of parks, parkways, and open space.
- (e) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems.
- (f) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment, subject to the limitations contained in Section 53313 of the Act.

EXHIBIT B

CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 3 (Municipal Services) [herein "CFD No. 3"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 3, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 3, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or **"Acre"** means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Affordable Housing Director" means, at any point in time, the person within the City who services as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Parcel for which an Affordable Purchase Development Agreement or similar agreement has been recorded on title of the property designating the Unit as affordable (as determined by the City) and resulting in a deed of trust on the Parcel in favor of the City. The City's Affordable Housing Director shall determine which Units are designated as Affordable Units and maintain an Affordable Unit Listing which shall contain all designated buildable parcels by tract and lot number. The Affordable Unit Listing shall also be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market Rate Units. The Affordable Unit Listing, which shall contain all qualifying Affordable Units as of April 30,

shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Special Tax for Parcels pursuant to Section C.

“Affordable Unit Assignment” means a reduction in the Maximum Special Tax for a Parcel due to the assignment of an Affordable Unit(s) to the Parcel.

“Annual Tax Escalation Factor” means an annual increase in the Maximum Special Tax following the Base Year in an amount equal to the lesser of: (i) the combined percentage increase, if any, in the City of Roseville General Fund Operating Budget for police and fire services, or (ii) four percent (4%).

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Authorized Services” means the public services authorized to be funded by CFD No. 3 as set forth in the documents adopted by the City Council when the CFD was formed.

“Base Year” means Fiscal Year 2010-11.

“City” means the City of Roseville.

“City Council” means the City Council of the City of Roseville, acting as the legislative body of CFD No. 3.

“County” means the County of Placer.

“Developed Property” means, in any Fiscal Year, both of the following:

- For Condominium Conversion Parcels, all individual Units for which an escrow has closed prior to June 30 of the preceding Fiscal Year; and
- All other Parcels of Taxable Property within the CFD for which a use permit or building permit for new construction of a residential or non-residential structure was issued prior to June 30 of the preceding Fiscal Year.

“Finance Director” means the Finance Director for the City of Roseville or his or her designee or successor.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Land Use Designation” means the land use designated to be built on a particular Parcel based on reference to an adopted community plan or specific plan or, to the extent that such a plan has not been approved for a Parcel, to the City’s general plan.

“Market Rate Unit” means a Unit that is not an Affordable Unit.

“Multi-Family Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued or may be issued for construction of a residential structure with multiple units that share common walls, all of which are offered for rent to the general public.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

“Public Property” means any property within the boundaries of CFD No. 3 that is owned by the federal government, State of California, County, City, or other public agency.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale Units, including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

“Special Tax” means any tax levied to pay for Authorized Services.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 3 which are not exempt from the Special Tax pursuant to law or Section E below.

“Unit” means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

“Zoning Designation” means, for a particular Parcel, the designation of zoning for the Parcel based on the zoning map symbols set forth in the City’s zoning ordinance or, if the designation is inconsistent with the City’s zoning ordinance, as determined by the Administrator.

B. CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Parcels of Developed Property within CFD No. 3. The Administrator shall then identify the Land Use Designation for each Parcel of Developed Property to determine the appropriate Maximum Special Tax pursuant to Section C below. If a Land Use Designation has not been assigned to a Parcel of Developed Property, the Administrator shall determine the Zoning Designation for the Parcel and reference Table 1 below to determine the Maximum Special Tax associated with that Zoning Designation. If the Zoning Designation for the Parcel applies to more than one Land Use Designation as reflected in Table 1, the Administrator shall determine the appropriate Maximum

Special Tax rate for the Parcel by identifying the Maximum Special Tax shown in Table 1 for the land use category that is most similar to the land use that will be built on the Parcel.

For Single Family Attached Property or multi-family property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property. For Condominium Parcels, the Administrator shall also determine the date of which escrow closed for any Units that were sold to individual buyers in the prior Fiscal Year.

For Parcels with a Land Use Designation of Residential, Mixed Use; Village Center – Medium Density Residential; Village Center – High Density Residential; or Commercial, Mixed Use, the Administrator shall determine whether (i) residential units that have been or will be built on the Parcel will be offered for sale to individual home buyers and (ii) a separate Assessor's Parcel number will be assigned to the airspace parcel associated with each residential unit. Once separate Parcel numbers have been assigned to the residential airspace Parcels, the Administrator shall assign a Maximum Special Tax to the airspace Parcel for each residential unit. In addition, the Administrator shall tax the commercial land uses on the Parcel using the Maximum Special Tax for the appropriate commercial Land Use Designation in Table 1 below. The acreage to be used to calculate the Maximum Special Tax on the commercial uses shall be the full land area of the underlying Assessor's Parcel on which the residential and commercial land uses are located.

Upon recordation of each Final Map creating Single Family Detached Property and/or Single Family Attached Property, the ECS Director is to determine the number of Affordable Units included within the Final Map. When building permits are issued for the Affordable Units designated on each Parcel, the Administrator shall reduce the Maximum Special Tax for each Affordable Unit to fifty percent (50%) of the Maximum Special Tax that applies to the Market Rate Units with the same Zoning Designation. After May 1 of each Fiscal Year, the Administrator shall obtain the Affordable Unit Listing from the Affordable Housing Director to confirm which Parcels qualify for an Affordable Unit Adjustment in the following Fiscal Year.

C. MAXIMUM SPECIAL TAX

All Taxable Property within the CFD shall be subject to a Maximum Special Tax that will be levied each Fiscal Year to pay for Authorized Services. As discussed above, the Administrator shall rely first on the Land Use Designation for a Parcel to determine the appropriate Maximum Special Tax in Table 1 below but, in the absence of an assigned Land Use Designation, the Administrator shall refer to the Zoning Designation and land use to be built on the Parcel. The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 3:

Table 1 Maximum Special Taxes		
Land Use Designation	Zoning Designation	Maximum Special Tax (Fiscal Year 2010-11) *
Low Density Residential (LDR)	R1	\$355.68 per Unit
Medium Density Residential (MDR)	RS R2	\$208.00 per Unit
High Density Residential (HDR)	R3	\$104.00 per Unit
Community Commercial	CC	\$969.28 per Acre
General Commercial	GC	\$969.28 per Acre
Highway Commercial	HC	\$969.28 per Acre
Regional Commercial	RC	\$969.28 per Acre
Central Business District	CBD	\$969.28 per Acre
Business Professional	BP, MP	\$833.04 per Acre

* Beginning July 1, 2011 and each July 1 thereafter, the Maximum Special Taxes shown above shall be adjusted by applying the Annual Tax Escalation Factor. The Maximum Special Tax for Affordable Units within a particular Zoning Designation shall be fifty percent (50%) of the amount shown above for that Zoning Designation, as adjusted by the Annual Tax Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Administrator shall levy the Maximum Special Tax on each Parcel of Developed Property in CFD No. 3. The Special Tax for CFD No. 3 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes provided, however, that CFD No. 3 may (under the authority of Government Code Section 53340) in any particular case bill the taxes directly to the property owner off the County tax roll, and the Special Tax will be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning the Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

EXHIBIT C

**CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT No. 3
(MUNICIPAL SERVICES)**

Annexation No. 24 (Creekview)

Property Owner(s) and Assessor Parcel Number(s)

<u>Assessor's Parcel No.</u>	<u>Name of Property Owner</u>
017-101-012-000 017-101-050-000 017-101-051-000 017-101-052-000 017-101-053-000	Anthem United Creekview Developments Limited Partnership



COUNCIL COMMUNICATION

CC #: 0885
File #: 0709-01

Title: Permanent Local Housing Allocation Application
Contact: Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 7/15/2020
Item #: 11.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Conduct a public hearing to solicit comments on the draft Permanent Local Housing Allocation (PLHA) Plan; and
2. Adopt the PLHA Plan, and authorize execution of the PLHA applications, Standard Agreements and other documents, and to apply for and receive PLHA funds; and
3. Adopt a resolution to apply for and receive PLHA funds for City of Rocklin; and
4. Adopt a resolution to approve the attached PLHA agreement with the City of Rocklin.

BACKGROUND

In 2017, Senate Bill 2 (the Building Homes and Jobs Act) created the Permanent Local Housing Allocation (PLHA) Program. The primary goal of the PLHA program, administered under the State of California's Department of Housing and Community Development (HCD), is to create a permanent source of funding available to eligible local governments in California for housing-related projects and programs to address unmet housing needs in local communities.

The PLHA program will provide grants to all entitlement jurisdictions based upon the formula prescribed under federal law for the Community Development Block Grant (CDBG) program. Funds allocated to local governments that do not submit a complete application for PLHA funding revert back to HCD and will be used to fund technical assistance for other HCD funded programs. A provision listed in the PLHA guidelines states that local governments may delegate another local government to submit an application, and administer funds on its behalf, provided that the local governments enter into a legally binding agreement and the funds are expended for eligible activities.

Staff contacted the City of Rocklin and offered to apply for the City's entitlement PLHA funds on their behalf. The City of Rocklin indicated their willingness to participate in this worthwhile partnership. On June 23, 2020, Rocklin City Council approved the delegation of the City's formula funding under the PLHA program to the City of Roseville. This delegation of funds is in the form of a signed agreement for management and oversight of the City of Rocklin's PLHA allocation. The City of Roseville will administer the City of Rocklin's funds and will be responsible for all

program requirements.

The table below sets forth the amount of funding allocated in Year 1 (actual) and an estimate of the amount of funding to be received during the five years of the PLHA Plan. Annual amounts will vary year to year based upon revenue realized under SB2. These figures come from HCD's PLHA Notice of Funding Availability and reflect an inflation factor in future years' revenue projections.

Jurisdiction	Year 1 Allocation	5 Year Estimate
City of Roseville	\$313,366	\$1,880,196
City of Rocklin	\$134,638	\$807,828
Combined Allocation	\$448,004	\$2,688,024

Eligible PLHA activities span a variety of undertakings related to housing, with a maximum of 5% to cover the City's program administrative costs. The draft PLHA Plan sets forth the types of activities to be funded with the City's allocation of PLHA funds during five years of plan implementation. As identified in the PLHA Plan, the City recommends funding Roseville's Homeless Prevention and Rapid Rehousing program (HPRR) which has served the community since 2017. For the last three years, the HPRR program was funded by the partnership between the City of Roseville and Sutter Heath through their Getting to Zero campaign. The Sutter Health campaign concluded in 2019 leaving a gap in funding for the HPRR program.

Past HPRR grantees include Advocates for Mentally Ill Housing, Saint Vincent de Paul, Stand Up Placer, Kids First, The Gathering Inn, Volunteers of America and Salvation Army. HPRR funds provide services to those who are at risk of losing housing due to unpaid bills such as utility and medical bills; or those who are homeless and in need of housing placements, case management and/or short-term financial assistance to obtain housing in the form of a security deposit or first month's rent. Other services provided by the non-profits included mental health assessments, eviction prevention, and job search assistance.

The City must prepare and submit a PLHA Plan noting the intent to fund the City's HPRR program and submit it with an application for each jurisdiction's funding allocations. The PLHA Plan has been posted on Housing's website for public comment as required by HCD. The City is requesting approval to submit an application for its allocation of funding as well as a separate application for the City of Rocklin's funds. HCD anticipates issuing awarded letters to applicants between August and October 2020. When funds are awarded, each allocation will require execution of separate Standard Agreements.

FISCAL IMPACT

The recommended actions in this report do not require any General Fund resources. Creation of the HPRR grant program in 2017 has reduced instances and durations of homelessness in Roseville, thereby reducing indirect costs to the community as well. Additionally, funding of this program has reduced General Fund expenditures by \$30,000 annually by redirecting funding of the City's Salvation Army funding commitment for hotel vouchers and rapid re-housing services to the City's Low/mod Housing Fund.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Trisha Isom, Housing Manager

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

302(c)(4) Plan

Resolution No. 20-296

Resolution No. 20-297

Resolution No. 20-298

City of Rocklin - Roseville Permanent Local Housing Allocation Agreement

§302(c)(4) Plan

Rev. 2/26/20

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The City of Roseville has a Homeless Prevention & Rapid Rehousing (HPRR) program that is annully funded with \$250,000 from the Low & Moderate Income Fund. This program accepts applications annually and grants awards to local non-profits who provide HPRR case management, rental assistance, rapid rehousing, navigations centers, emergency shelter and transitional housing activities. The Permanent Local Housng Allocation monies would be added to the City's current HPRR program to serve low-income households who are homeless or at-risk of homelessness and located in Placer County.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

The Homeless Prevention and Rapid Rehousing programs run by the non-profit organizations target households at or below 60 percent of AMI so this program meets this requirement

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

One of the Goals in the Housing Element is to "reduce the overall incidence of homelessness among individuals and families through regional coordinated and comprehensive housing and supportive services." One of the policies in the Housing Element is to "work in conjunction with other Placer County jurisdictions, agencies, and organizations to provide shelter and supportive services for homeless individuals and families." The Housing Element has a Homeless Voucher Program that is funded through the HPRR program and assists those at risk of homeless, as well as those who are homeless. with grants up to \$1,500 for payment of past due rent, security deposits, first month's rent, past due utility bills and emergency motel vouchers. The Salvation Army runs this program and provides dollar for dollar matching funds. Referrals come from local non-profits, the Roseville Police Department and other advocates for the homeless.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-,very low-, low-, or moderate-income households, including necessary Operating subsidies.

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.

§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.

The City of Roseville has a Homeless Prevention & Rapid Rehousing (HPRR) program that is annully funded with \$250,000 from the Low & Moderate Income Fund. This program accepts applications annually and grants awards to local non-profits who provide HPRR programs that provide services to those who are at-risk of losing housing due to unpaid bills such as utility and medical bills; or those who are homeless and in need of housing placements, case management and/or short-term financial assistance to obtain housing in the form of a security deposit or first month's rent. Other services provided by the non-profits included mental health assessments, eviction prevention, and job search assistance.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2021	2022	2023										
Type of Activity for Persons Experiencing or At Risk of Homelessness	Navigation Centers	Navigation Centers	Navigation Centers	Navigation Centers	Navigation Centers										
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	100%	100%	100%	100%	100%										

§302(c)(4)(E)(ii) Area Median Income Level Served	60%	60%	60%	60%	60%										TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level	N/A	N/A	N/A	N/A	N/A										0
§302(c)(4)(E)(ii) Projected Number of Households Served	650	650	650	650	650										3250
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	N/A	N/A	N/A	N/A	N/A										
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.															
We do not have any major steps or actions to take in order to implement and complete the activity. City of Roseville has an established Homeless Prevention and Rapid Rehousing Program that opens for applications each December. Staff reviews all submitted applications, rate and rank applications to determine which agencies will receive funding, take the funding recommendations to City Council and then enter into grant contracts with each entity awarded funds. This process has happened annually since 2017 and staff is well versed in the process.															
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.															
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.															
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.															
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.															
File Name:	Plan Adoption					§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.							Attached and on USB?		Yes

RESOLUTION NO. 20-296

ADOPTING THE PERMANENT LOCAL HOUSING ALLOCATION PLAN AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE PERMANENT LOCAL
HOUSING ALLOCATION APPLICATIONS, STANDARD AGREEMENTS AND
OTHER DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Department is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))); and

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the City of Roseville is an eligible Local Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If the City of Roseville receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts the City of Roseville may have with the Department; and
2. The City of Roseville is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$1,880,196 in accordance with all applicable rules and laws; and
3. The City of Roseville hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the City of Roseville and the Department; and

4. The City of Roseville certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), “entity” means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation; and
5. The City of Roseville certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest; and
6. Pursuant to The City of Roseville’s certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements; and
7. The City of Roseville shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department; and
8. The Roseville City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to the City of Roseville, as the Department may deem appropriate.

PASSED AND ADOPTED by the Council of the City of Roseville, with at least a quorum present and voting, this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, City Clerk, Sonia Orozco, does hereby attest and certify that the attached Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Roseville, which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:

City Clerk

RESOLUTION NO. 20-297

AUTHORIZING THE CITY MANAGER TO EXECUTE THE PERMANENT LOCAL HOUSING ALLOCATION APPLICATIONS, STANDARD AGREEMENTS AND OTHER DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Department is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))); and

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the City of Roseville is an eligible Local Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If the City of Roseville receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts the City of Roseville may have with the Department; and
2. The City of Roseville is hereby authorized and directed to receive the City of Rocklin’s PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$807,828 in accordance with all applicable rules and laws; and
3. The City of Roseville hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the City of Roseville and the Department; and

4. The City of Roseville certifies that it was delegated by City of Rocklin to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the City of Roseville is submitted with the PLHA application; and
5. The City of Roseville certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), “entity” means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation; and
6. The City of Roseville certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest; and
7. Pursuant to the City of Roseville’s certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements; and
8. The City of Roseville shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department; and
9. The Roseville City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to the City of Roseville, as the Department may deem appropriate.

PASSED AND ADOPTED by the Council of the City of Roseville, with at least a quorum present and voting, this ____ day of _____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, City Clerk, Sonia Orozco, does hereby attest and certify that the attached Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Roseville, which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:

City Clerk

RESOLUTION NO. 20-298

APPROVING AN AGREEMENT BETWEEN CITY OF ROSEVILLE AND CITY OF
ROCKLIN FOR DELEGATION OF PERMANENT LOCAL HOUSING ALLOCATION
FUNDS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement Between the City of Roseville and the City of Rocklin for
Delegation of Permanent Local Housing Allocation Funds, has been reviewed by the City
Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

EXHIBIT A

**AGREEMENT BETWEEN CITY OF ROSEVILLE AND
CITY OF ROCKLIN FOR DELEGATION OF PERMANENT LOCAL
HOUSING ALLOCATION FUNDS**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("ROSEVILLE"), and City of
Rocklin, a municipal corporation ("ROCKLIN"); and

W I T N E S S E T H:

WHEREAS, the California Department of Housing and Community Development
("HCD") is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing
Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for
assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq.
(Chapter 364, Statutes of 2017 (SB 2))); and

WHEREAS, a Notice of Funding Availability ("NOFA") dated February 26, 2020 under
the Permanent Local Housing Allocation ("PLHA") Program was issued by HCD; and

WHEREAS, pursuant to the PLHA Final Guidelines published in October 2019 by HCD,
ROSEVILLE and ROCKLIN are both eligible local governments to administer one or more
eligible activities; and

WHEREAS, Sections 300(c) and 300(d) of the PHLA Final Guidelines provide that an
eligible local government may delegate to another eligible local government, through a "legally

6. Insurance. ROSEVILLE and ROCKLIN agree to continuously maintain, in full force and effect, at a minimum the following policies of insurance, or equivalent self-insurance, during the term of this Agreement:

<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	Bodily Injury: \$500,000 per person \$1,000,000 per accident Property Damage: \$100,000 per occurrence

7. Access to Records. Duly authorized representatives of ROCKLIN shall have right of access during normal business hours to ROSEVILLE's files and records relating to the PLHA program administered hereunder, and may review the files and records at appropriate stages during the administration of the PLHA program.

8. Term of Agreement. This Agreement shall be in effect for the 2020, 2021, 2022, 2023 and 2024 PLHA formula allocation years, and shall remain in effect until all PLHA formula allocation monies are spent and all reporting requirements have been met.

9. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's

fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

12. Notices. Any invoices, payments, notices or other written communication related to this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Housing Manager
City of Roseville
Housing Division
316 Vernon Street Ste. 150
Roseville, CA 95678

CITY OF ROCKLIN

Community Development Director
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

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

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.

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

(Signatures on the following page)

CITY OF ROSEVILLE, a
Municipal Corporation

CITY OF ROCKLIN, a
Municipal Corporation

BY: _____
DOMINICK CASEY
City Manager

BY: _____
STEVEN RUDOLPH
City Manager

ATTEST:

ATTEST:

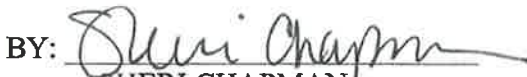
BY: _____
SONIA OROZCO
City Clerk

BY: _____
HOPE ITHURBURN
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

BY: _____
SHERI CHAPMAN
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
LAURA MATTEOLI
Economic Development Director