



AGENDA
July 6, 2016

CITY COUNCIL MEETING
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

2. ROLL CALL

Councilmember: Bonnie Gore
Vice Mayor: Susan Rohan
Councilmember: Tim Herman
Councilmember: Pauline Roccucci
Mayor: Carol Garcia

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

All Items on the agenda will be open for the public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) - minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

6. CONSENT CALENDAR

NOTICE TO THE PUBLIC

All matters listed under Consent Calendar are considered to be routine and all will be passed by one motion. There will be no discussion of these items unless members of the City Council or the public request specific items be removed from the Consent Calendar for separate discussion. Any member of the public may address the City Council on items on the Consent Calendar. Public comments on any item or items on the Consent Calendar are limited to five (5) minutes per speaker

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Traffic Signal Detection and Minor Signal Repair (RFQ 01-3084) - Reject All Bids

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-286 REJECTING ALL BIDS FOR TRAFFIC SIGNAL DETECTION AND MINOR SIGNAL REPAIR WORK. Staff recommends Council reject all bids for RFQ 01-3084 for traffic signal detection and minor signal repair. The bid bond amount from both bidders was incorrect, and the apparent low bidder, St. Francis Electric, LLC, made calculation errors in their bid response. There is no fiscal impact, since no purchases are being made. A new bid will be issued at a later date.

CC #: 7808

File #: 0203-13-02

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

6.2. Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project – Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Associate Engineer Edward Winston and Environmental Utilities Director Richard Plecker recommending Council approve the project plans and specifications and authorize staff to advertise for and accept bids for the Dry Creek Wastewater Plant Roof Rehabilitation Project. The engineer's cost estimate to complete the construction work for the project is \$220,000.00. The project is funded by the Wastewater Rehabilitation Fund and the South Placer Wastewater Authority.

CC #: 7797

File #: 0900-02-02-1

CONTACT: Edward Winston 916-774-5566 ewinston@roseville.ca.us

6.3. Software Annual Licensing and Maintenance Fees - Purchase Order Renewal

Memo from Electric Operations Manager Jason Grace and Electric Utility Director Michelle Bertolino recommending Council approve the renewal of a purchase order with DNV-GL, dba Digital Inspections for licensing, maintenance, and software support for Roseville Electric Utility's existing computerized maintenance management software. The annual cost of this service is \$24,325.00. Funding for this service is included in Roseville Electric Utility's approved FY2016-17 budget.

CC #: 7821

File #: 0800-03

CONTACT: Jason Grace 916-774-5643 jgrace@roseville.ca.us

6.4. Liquid Aluminum Sulfate (BACC 01-2016) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-288 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CHEMTRADE CHEMICALS US, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703203). This is a request of Council to authorize a service agreement with Chemtrade Chemicals US LLC, as the lowest responsive bid received for BACC 01-2016 for the purchase and delivery of liquid aluminum sulfate for the City's Water Treatment Plant. The total cost of service is \$200,710.00. Funding is included in the Environmental Utilities Department's FY2016-17 budget.

CC #: 7810

File #: 0203-03

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.5. Asphalt Products (RFQ 01-3088) - Purchase Order

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council authorize award of an open annual purchase order to Vulcan Materials Company as the lowest bidder in response to RFQ 01-3088 Asphalt Products. The Public Works Street Maintenance Division has recurring annual requirements for asphalt products for street patching. The purchases will be made on an as-needed basis throughout the City's fiscal year. The total estimated annual cost of the asphalt products including tax is \$350,000.00, or not to exceed budgeted amount. Funding is included in the Public Works Street Maintenance Division's FY2016-17 budget.

CC #: 7793

File #: 0203-13-01

CONTACT: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

6.6. Guardrail and Fence Repair Project (RFQ 01-3078) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-285 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND GOLDEN BAY FENCE & IRON WORKS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1603429). This service agreement with Golden Bay Fence & Iron Works is for repair of six (6) guard rails and four (4) fences throughout the City. The total cost of the guard rail and fence repairs will not exceed \$58,863.00. Funding was included in the Streets Maintenance Department's FY2015-16 budget and will be carried over into the new fiscal year.

CC #: 7807

File #: 0203-04

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.7. Slurry and Concrete Mix (RFQ 01-3082) - Service Agreement

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-293 APPROVING A SERVICE AGREEMENT BY AND BETWEEN CITY OF ROSEVILLE AND ABA DABA RENTS & READY MIX, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1704141). The Environmental Utilities Water and Wastewater Divisions have ongoing requirements for slurry or concrete mix. The total estimated value of the award is \$110,000.00. Funding is included in Environmental Utilities Water and Wastewater Division's FY2016-17 budgets.

CC #: 7814

File #: 0203-09

CONTACT: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

6.8. Utility Trench Patching (RFQ 01-3083) - Service Agreement

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-296 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CENTRAL VALLEY ENGINEERING AND ASPHALT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1704140). The Environmental Utilities Water and Wastewater Divisions have a requirement for open orders for trench patching services on an as needed basis. The estimated annual value of the award is \$220,000.00. Funding is included in the Environmental Utilities Department FY2016-17 budget.

CC #: 7817

File #: 0203-09

CONTACT: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

6.9. Fire Hose (RFQ 2060) - Purchase Order

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council authorize the renewal of an open annual purchase order to Allstar Fire Equipment, Inc. for fire hose to be purchased as needed utilizing RFQ 2060. The estimated total annual cost of the hose is \$50,000.00 or not to exceed department budgeted amounts. Funding is included in the Fire Department's FY2016-17 budget. The dollars will be encumbered one year at a time for each remaining optional renewal year of the bid contract pending Council approval of budgets for each year.

CC #: 7798

File #: 0203-12

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

6.10. Public Safety Dry Cleaning - Service Agreement Renewal

Memo from Administrative Analyst Katrina Rostam and Fire Chief Rick Bartee recommending Council adopt RESOLUTION NO. 16-292 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND

JUDI'S CLEANERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705063). This is a request of Council to authorize a renewal of a service agreement with Judi's Cleaners Inc. for the Fire and Police Departments' annual requirement of dry cleaning/laundry services. The estimated total value for the contract is \$70,000.00 annually for the remaining two years. Additionally, staff requests authorization to continue utilizing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including the authorization for the City Manager to sign the fourth and final optional renewal agreement in FY2017-18 pending Council approval of budgets for that year.

CC #: 7813

File #: 0203-15

CONTACT: Katrina Rostam 916-774-5848 krostam@roseville.ca.us

6.11. Police Radios - Purchase Order

Memo from Buyer Peter Brevik and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Motorola Solutions for the purchase of nineteen radios. The Police Department has a requirement for a quantity of nineteen (19) police radios to outfit new police vehicles that were recently purchased. The City will be piggybacking the Houston-Galveston Area Council contract #RA05-15 for the radios. The total cost of the radios is \$88,040.10. Funding was included in the Auto Replacement Budget for FY2015-16 and will be carried over into the new fiscal year.

CC #: 7799

File #: 0203-12

CONTACT: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

6.12. Lab Testing (RFQ 2043) - Service Agreement Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-278 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND CALTEST ANALYTICAL LABORATORY AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703031). This is a request of Council to authorize a service agreement renewal with Caltest Analytical Laboratory for lab testing services for mandated sampling/monitoring criteria. The estimated annual cost of the agreement is \$96,000.00. Funding is included in the Environmental Utilities Department's FY2016-17 budget.

CC #: 7800

File #: 0203-009

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.13. Exterior Lighting Maintenance and Repair - Service Agreement Renewal

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-279 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF

ROSEVILLE AND CENTURY LIGHTING AND ELECTRIC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170521A). Staff recommends Council authorize the renewal of a service agreement with Century Lighting to provide exterior lighting services which includes maintenance and repairs at City facilities and Lighting & Landscape districts. The total amount of the one year agreement is \$150,000.00. Funding is included in the Building Maintenance and Park Maintenance Division FY2016-17 budgets.

CC #: 7801

File #: 0203-04

CONTACT: Dan Allen 916-774-5741 dallen@roseville.ca.us

6.14. Fire Alarm and Sprinkler Systems - Service Agreement Renewal

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-280 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND INTEGRATED FIRE SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703200). This service agreement with Integrated Fire Systems provides fire alarm and fire sprinkler system scheduled maintenance, repair and replacement. The total amount of the agreement renewal is \$80,000.00. Funding is included in the Building Maintenance Division and Environmental Utilities Department's FY2016-17 budget.

CC #: 7802

File #: 0203-04

CONTACT: Dan Allen 916-774-5741 dallen@roseville.ca.us

6.15. HVAC Maintenance and Repair - Service Agreement Renewal

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 16-282 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND EMCOR SERVICES, MESA ENERGY SYSTEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170517A). Staff recommends Council authorize the renewal of a service agreement with EMCOR to provide HVAC service to include scheduled maintenance, as-needed HVAC repairs, and replacement services. The total value of the agreement renewal is \$275,000.00. Funding is included in the Building Maintenance, Electric, Environmental Utilities, Information Technology, and the Parks, Recreation & Libraries Departments' FY2016-17 budgets.

CC #: 7804

File #: 0203-04

CONTACT: Dan Allen 916-774-5741 dallen@roseville.ca.us

Resolutions

6.16. 2016 Justice Assistance Grant

Memo from Department Public Information Officer Dee Dee Gunther and Police

Chief Daniel Hahn recommending Council adopt RESOLUTION NO. 16-303 ACCEPTING A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AWARD DOCUMENT ON BEHALF OF THE CITY OF ROSEVILLE. Each year, the U.S. Department of Justice allocates funds to local law enforcement through the Edward Byrne Memorial Justice Assistance Grant program and for 2016 the City has been allocated \$19,928.00. The funds will support the Police Department's crime prevention programs and services designed to prevent crimes and increase citizen engagement in the policing of the City.

CC #: 7827

File #: 0214

CONTACT: Dee Dee Gunther 916-774-5015 ddgunther@roseville.ca.us

6.17. COBRA - Service Agreement

Memo from Human Resources Manager Lisa Achen and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 16-298 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND P&A ADMINISTRATIVE SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The agreement with P&A Administrative Services, Inc. is for administering elements of the City's Consolidated Omnibus Budget Reconciliation Act (COBRA) obligations. The cost is estimated at \$3,700.00 annually, driven by the number of employees and/or dependents that either separate employment and/or have qualifying events that require COBRA notification. The Human Resources Department has designated funds in the FY2016-17 budget.

CC #: 7819

File #: 0600

CONTACT: Gayle Satchwell 916-774-5374 gsatchwell@roseville.ca.us

6.18. Westbrook - Phase 1 Village 24 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-300 APPROVING A SUBDIVISION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WOODSIDE 05N, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the final map for Westbrook Phase 1 Village 24. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 53 residential lots and 4 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 7822

File #: 0400-04-12-1

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

6.19. Intertie and Zone 4 Transfer Pump Stations Project - Notice of Completion

Memo from Senior Engineer Jose Lopez and Environmental Utilities Director

Richard Plecker recommending Council adopt RESOLUTION NO. 16-283 ACCEPTING THE PUBLIC WORK KNOWN AS THE INTERTIE AND ZONE 4 TRANSFER PUMP STATIONS PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The purpose of the Intertie and Zone 4 Transfer Pump Station Project is to increase local water supply reliability during emergency and drought situations. The project was completed on February 24, 2016. The final project cost was \$3,092,289.00. To assist with project costs, the City received a Prop 84 Drought Grant in the amount of \$1,142,500.00. The remaining project costs of \$1,949,789.00 were funded through the City's Water Construction Fund.

CC #: 7805

File #: 0900-02

CONTACT: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

6.20. West Roseville Specific Plan Westpark Phase 3, Detention Berm - Certificate of Completion

Memo from Senior Engineer Guy Howes and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 16-287 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WEST ROSEVILLE SPECIFIC PLAN, WESTPARK PHASE 3, OPEN SPACE DETENTION BERM PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. This is a request for a Certificate of Completion for a detention berm that was completed as part of the West Roseville Specific Plan Phase 3 construction project. The requested action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 7809

File #: 0704-02

CONTACT: Guy Howes 916-774-5430 ghowes@roseville.ca.us

6.21. FY2015-16 Annual Review of Affordable Assisted Rental Housing Development Agreements, Affordable Rental Housing Agreements, Affordable Rental Housing Development Agreements, Regulatory Agreements, and Owner Participation Agreements

Memo from Housing Supervisor Nancy Cox and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 16-275 FY2015/16 ANNUAL REVIEWS OF AFFORDABLE ASSISTED RENTAL HOUSING DEVELOPMENT AGREEMENTS, AFFORDABLE RENTAL HOUSING AGREEMENTS, AFFORDABLE RENTAL HOUSING DEVELOPMENT AGREEMENTS, REGULATORY AGREEMENTS, AND OWNER PARTICIPATION AGREEMENTS. During the FY2015-16 site monitorings were completed for twenty-four (24) complexes and they were all found to be in full compliance with their affordable rental agreements. This included paying a total of \$33,605.00 Tenant Monitoring and \$85,027.43 Administrative Fees as required by their

agreements. There is no impact to the General Fund. The staff time to undertake this review was paid out of the Successor Agency's Low/Moderate Income Housing Set Aside Fund (formerly known as the Redevelopment Agency) and from a total of \$33,605.00 Tenant Monitoring Fees that are required by some agreements.

CC #: 7788

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

CONTACT: Nancy Cox 916-774-5451 ncox@roseville.ca.us

6.22. Cell Tower at Maidu Park - Agreement Amendment

Memo from Information Technology Assistant Director Tom Pelster and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 16-302 APPROVING A FIRST AMENDMENT TO STANDARD TOWER ATTACHMENT LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND NEW CINGULAR WIRELESS PCS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve the First Amendment to Standard Tower License Agreement with New Cingular Wireless PCS, LLC representing AT&T to perform installation of network cabling via a Utility Right of Way in order to upgrade the cellular infrastructure for the tower located at Maidu Park. New Cingular Wireless PCS will make a one-time payment of \$11,800.00 within 45 days from the effective date of the First Amendment. Any City staff time spent assisting with the work associated with this Amendment will be reimbursable up to \$5,000.00 by New Cingular Wireless PCS.

CC #: 7824

File #: 0708 & 1006-01

CONTACT: Tom Pelster 916-774-5166 tpelster@roseville.ca.us

6.23. Roseville Transit and South Placer Transit Information Center - Amended Agreements

Memo from Alternative Transportation Analyst Eileen Bruggeman and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-294 APPROVING A SIXTH AMENDMENT TO AGREEMENT FOR CITY OF ROSEVILLE TRANSIT SYSTEM MANAGEMENT AND OPERATIONS SERVICES BETWEEN THE CITY OF ROSEVILLE AND MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 16-295 APPROVING A SECOND AMENDMENT TO AGREEMENT FOR OPERATION OF THE SOUTH PLACER TRANSIT INFORMATION CALL CENTER BETWEEN THE CITY OF ROSEVILLE AND MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. City Council is requested to authorize the City Manager to sign the Sixth Amendment for the Transit Management and Operations Services Agreement, and also the Second Amendment for the South Placer Transit Information Call Center. Both Amendments will extend the Agreements by one-year terms ending June 30, 2017, at costs not to exceed \$3,848,765.00, and \$273,235.00, respectively. The amendment costs are included in the Fiscal Year 2017 budget, and are funded

independently of the General Fund through local, State and Federal transportation funding sources.

CC #: 7815

File #: 0721

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

6.24. Amtrak Station Bike Lockers - Purchasing, Hosting, and Operations Agreement

Memo from Alternative Transportation Analyst Michael Dour and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-276 APPROVING AN AGREEMENT FOR PURCHASING, HOSTING AND OPERATIONS OF ELECTRONIC BICYCLE LOCKERS, BY AND BETWEEN CAPITOL CORRIDOR JOINT POWERS AGENCY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement would authorize the Capitol Corridors Joint Powers Agency (CCJPA) to purchase, install, and operate electronic bicycle lockers on City-owned property at the Amtrak multi-modal station at 201 Pacific Street. The bicycle lockers would be available for bike parking by Capitol Corridor train riders as well as the general public at a nominal cost, currently estimated to be \$0.05 per hour. The electronic bicycle lockers would replace the existing City-owned keyed lockers located at the site. Per the agreement, CCJPA will be responsible for all costs associated with purchasing, installing and operating the electronic bike lockers.

CC #: 7792

File #: 0721

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

6.25. Water Conservation and Engagement Program - Professional Services Agreement Amendment

Memo from Environmental Utilities Administrative Technician Jennifer Sbaffi and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-301 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WATERSMART SOFTWARE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve a second amendment to professional services agreement with WaterSmart Software extending the current communication and outreach program through March 2017. Total contract amount of \$79,435.00 will be funded from the professional services budget. Contract and fiscal impact remains the same as previous year.

CC #: 7823

File #: 0800-02

CONTACT: Jennifer Sbaffi 916-746-1707 jsbaffi@roseville.ca.us

6.26. Wastewater Collection Projects - Cost Sharing Agreement

Memo from Wastewater Superintendent Chris Bracco and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-299 APPROVING A COST-SHARING AGREEMENT WITH MEMBER AGENCIES OF

THE CALIFORNIA ALLIANCE FOR SEWER SYSTEM EXCELLENCE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests that Council approve a cost-sharing agreement with California Alliance for Sewer System Excellence (CASSE). CASSE was created to collaboratively create collection system "Best Practices", and share this information throughout the member agencies. In order to engage consultant assistance for projects benefitting all CASSE members, an agreement has been developed that defines agency cost share for potential contract project services. Total cost will not exceed \$6,000.00. Costs associated with the CASSE agreement will be funded by the Wastewater Collection Division's Contract Services budget in Materials/Services/Supplies budgets.

CC #: 7820

File #: 0800-02

CONTACT: Chris Bracco 916-746-1892 cbracco@roseville.ca.us

6.27. On-Call Hydrologic Services - Professional Services Agreement

Memo from Senior Engineer Jose Lopez and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 16-291 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GEI CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement is to create an on-call services agreement with GEI Consultants for a variety of hydrologic services for a total not-to-exceed cost of \$300,000.00. Also included in the agreement is Task Order 1 to develop specifications for the destruction of three old wells for a not-to-exceed cost of \$52,000.00. Funds for Task Order 1 services will be provided from the Water Rehabilitation Fund. Funds for future task orders issued under this agreement are expected to be provided from one or more of the following sources: Water Rehabilitation Fund, Water Construction Fund, and the Water Operations Fund.

CC #: 7812

File #: 0800-02

CONTACT: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

6.28. Citywide Tree Pruning and Tree Maintenance - Services Agreement

Memo from Urban Forester Michael-Gerold Neumann and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 16-277 APPROVING A TREE PRUNING AND TREE MAINTENANCE SERVICES SERVICE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST COAST ARBORISTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests Council approve the service agreement between the City and West Coast Arborist, Inc. for tree pruning and maintenance services, for a five year period. The annual contract is \$860,543.12, consisting of \$607,530.80 of preventative maintenance and \$253,012.43 of non-routine work. The total contract shall not exceed \$4,302,715.60. Funding is provided through approved General Funds, Golf Course Funds, Preserve Funds and CFD/LLD District Funds.

CC #: 7796

File #: 0322

CONTACT: Michael-Gerold Neumann 916-774-5579 mneumann@roseville.ca.us

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

6.29. Tower Theater Loan - Budget Adjustment

Memo from Accounting Supervisor Jacquelyn Flickinger and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5703 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request to increase the Electric Rehabilitation Fund budget to allow write off of an uncollectible loan. This will increase the budget for the Electric Rehabilitation Fund by \$26,908.00. There will be no impact on the General Fund.

CC #: 7816

File #: 0201-01 & 0717

CONTACT: Jacquelyn Flickinger 916-774-5516 jflickinger@roseville.ca.us

6.30. Staffing and Salary Schedule Changes - Budget Adjustment

Memo from Senior Human Resources Analyst Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5705 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5676, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "D" TO BE EFFECTIVE JULY 9, 2016, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5706 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5642, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE JULY 9, 2016, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5707 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council approve Management A & B salary schedules to reflect the new classification of ERP Manager and a salary adjustment for Refuse and Stormwater Utility Manager. In addition, staff is recommending Council approve Local 39 A & B salary schedules to reflect the new classification of Recycling and Organics Coordinator. Staff is also recommending Council approve the Citywide allocation schedule reflecting the addition of one ERP Project Manager in the Finance Department and one Recycling and Organics Coordinator in the Environmental Utilities Department and approve the budget adjustment to provide funding for the Refuse and Stormwater Utility Manager salary adjustment. The proposed changes will result in an annual cost of \$186,816.00 to the CIP ERP project fund which is already included in the FY17 budget and an annual cost of \$151,142.00 to the enterprise fund. The proposed changes will result in a total fiscal impact of \$280,059.00, of which \$243,176.00 is already included in the FY17 budget.

CC #: 7825

File #: 0201-01 & 0600-01

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

6.31. Citizen's Benefit Trust Grant Awards - Budget Adjustment

Memo from Financial Analyst Jacquie Clarizio and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5701 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. On June 1, 2016 grant applications were approved from the Citizen's Benefit Trust Fund by the City Council to be distributed in FY2016-17. Among the grant recipients, four were for City departments totaling \$26,000.00 which now require budget adjustments to record the revenue and related expenditures. There is no impact to the City's General Fund.

CC #: 7795

File #: 0103-34-02 & 0201-01

CONTACT: Jacquie Clarizio 916-774-5323 jclarizio@roseville.ca.us

Ordinances (for second reading and adoption)

6.32. Second Reading of Ordinance - Amoruso Ranch Specific Plan - Prezone and Development Agreements

ORDINANCE NO. 5710 OF THE COUNCIL OF THE CITY OF ROSEVILLE PREZONING CERTAIN REAL PROPERTY LOCATED WITHIN UNINCORPORATED PLACER COUNTY (AMORUSO RANCH SPECIFIC PLAN); and ORDINANCE NO. 5708 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT REGARDING 525.7 ACRES WITHIN THE AMORUSO RANCH SPECIFIC PLAN (BROOKFIELD SUNSET, LLC and JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and ORDINANCE NO. 5709 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT REGARDING 148.7 ACRES WITHIN THE AMORUSO RANCH SPECIFIC PLAN (BROOKFIELD SUNSET, LLC and JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE for second reading and adoption.

CC #: 5709

File #: 0400-04-15

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

6.33. Woodcreek Oaks Blvd Widening Project - Professional Design Services Agreement and Budget Adjustment

Memo from Assistant Engineer Stephanie Kemen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 16-297 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE

CITY OF ROSEVILLE AND DOKKEN ENGINEERING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5704 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends City Council approve the Professional Design Services Agreement with Dokken Engineering for the Woodcreek Oaks Boulevard Widening Project for the not to exceed fee of \$790,418.80. Staff also requests approval of a budget adjustment to add \$760,000.00 from the Traffic Mitigation Fund (TMF) to the existing \$150,000.00 in TMF previously budgeted in the project account.

CC #: 7818

File #: 0201-01 & 0900-04-02

CONTACT: Stephanie Kemen 916-746-1300 skemen@roseville.ca.us

Ceremonial Documents

6.34. Proclamation - Parks and Recreation Month

Proclaim July 2016 as Parks and Recreation Month and encourage all citizens to use and enjoy the parks, trails, open spaces, facilities, and recreation opportunities.

CC #: 7829

File #: 0102-06

CONTACT: Ellen Worland 916-774-5131 eworland@roseville.ca.us

6.35. Resolution of Congratulations to Sun City Roseville

Sun City Roseville be congratulated on their 20th Anniversary, and extended best wishes for its continued growth and prosperity in the years to come.

CC #: 7831

File #: 0102-10

CONTACT: Heather Blanco 916-774-5265 hblanco@roseville.ca.us

6.36. Resolution of Commendation and Appreciation to Mike Wixon

Mike Wixon be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 7832

File #: 0102-10

CONTACT: Debbie Dion 916-774-5331 ddion@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Homeless Survey - Professional Services Agreement

Memo from Government Relations Administrator Mark Wolinski and Economic

Development Director Chris Robles Council adopt RESOLUTION NO. 16-281 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SACRAMENTO STEPS FORWARD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Professional Services Agreement with Sacramento Steps Forward will conduct a survey of the City's homeless population using the Homeless Management Information System and the Vulnerability Index-Service Prioritization Decision Assistance Tool to produce a recommendation for the resources needed to address the needs of the surveyed population. The cost for the professional services is \$36,814.00. The expenditure is included in the FY2016-17 budget of the Housing Successor's Low and Moderate Income Housing Asset Fund.

CC #: 7803

File #: 0709

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

8. APPOINTMENTS

8.1. Board and Commission Bi-Annual Vacancies

Memo from Deputy City Clerk Mary Esquivel and City Clerk Sonia Orozco recommending Council appoint two (2) members to the Economic Development Advisory Committee with terms ending June 30, 2018, from the following seven (7) individuals who submitted applications for consideration: Donna Chabrier, Alyson Murphy, Colin Roe, Geoff Sakala, Darin Starkey, Matthew Tryon and Jefferson Willoughby; appoint two (2) members to the Planning Commission with terms ending June 30, 2020, from the following thirteen (13) individuals who submitted applications for consideration: Christopher Scott Blangeres, Erich Brashears, Donna Chabrier, Bruce Houdesheldt, Kevin Lee, Dale Liang, David McClain, Cynthia Moore, Alyson Murphy, Michael Schmittner, Matthew Tryon, Robert Weatherford, and Jefferson Willoughby; appoint one (1) member to the Public Utilities Commission with a term ending June 30, 2020, from the following ten (10) individuals who submitted applications for consideration: Philip Scott Haskins, Kevin Lee, Dale Liang, Robert Lyss, Charles McClain, David McClain, James McHan, Cynthia Moore, Laxmi Rao, and Robert Weatherford; and appoint two (2) members to the Roseville Grants Advisory Commission with terms ending June 30, 2020, from the following six (6) individuals who submitted applications for consideration: K. Ellaison Carroll, Kristine Dohner, Dawn Heywood, Robert Lyss, Laxmi Rao, and Geoff Sakala.

CC #: 7794

File #: 0103-07-02, 0103-09-02, 0103-34-02, 0103-44-02

CONTACT: Mary Esquivel 916-774-5266 mesquivel@roseville.ca.us

9. 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.

9.1. HP Campus Oaks Community Facilities District No. 2 (Public Services) - Resolution of Formation

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 16-304 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA, RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT CITY OF ROSEVILLE HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES); and adopt RESOLUTION NO. 16-305 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA, RESOLUTION CALLING SPECIAL LANDOWNER ELECTION CITY OF ROSEVILLE HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES); and adopt RESOLUTION NO. 16-306 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA, RESOLUTION DECLARING RESULTS OF SPECIAL LANDOWNER ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN CITY OF ROSEVILLE HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES); and introduce for first reading ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA, ORDINANCE LEVYING SPECIAL TAX WITHIN HP CAMPUS OAKS COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES). The landowners are obligated under the fourth amendment to their Development Agreement to participate in a CFD to provide a funding mechanism to pay for ongoing maintenance of the neighborhood parks, streetscapes, paseos and open space parcels within the Campus Oaks property. 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.

CC #: 7828

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Monty Hanks 916-774-5313 mhanks@roseville.ca.us

9.2. Municipal Code Amendment - Temporary A-Frame Signage

Memo from Senior Planner Derek Ogden and Development Services Director

Kevin Payne recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 17.10.186 OF CHAPTER 17.10 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE REGARDING A-FRAME SIGNS. This item is a request to amend the Sign Ordinance section of the Roseville Municipal Code to allow for A-frame signs on a permanent basis, while limiting the duration and location these signs may be displayed. The change in regulation may create additional workload for the City's Code Enforcement section but the actual cost to the General Fund will be absorbed as part of this section's annual work program.

CC #: 7826

File #: 0321 & 0800-06

CONTACT: Derek Ogden 916-774-1348 dogden@roseville.ca.us

10. COUNCIL / STAFF / REPORTS/ COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 7808

File #: 0203-13-02

Title: Traffic Signal Detection and Minor Signal Repair (RFQ 01-3084) - Reject All Bids

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

Meeting Date: 7/6/2016

Item #: 6.1.

RECOMMENDATION TO COUNCIL

Recommend Council reject all bids for RFQ 01-3084 for traffic signal detection and minor signal repair. The bid bond amount from both bidders was incorrect, and the apparent low bidder, St. Francis Electric, LLC, made calculation errors in their bid response.

BACKGROUND

The Public Works Engineering Division has an ongoing requirement for traffic signal detection and repair work on an as needed basis. Traffic signal detection is a key element of the City's traffic signal and Intelligent Transportation System (ITS). The detection allows traffic signals to determine the traffic demand for a particular direction of travel and respond accordingly. The detection system also provides key volume, congestion, and level of service data for the City's ITS. Timely repairs to the system are essential in order to maintain an optimized traffic network. In addition to detection, this contract will provide the City with on-call contractor assistance to repair damaged traffic signal equipment and make minor system modifications. The Engineering Division does not currently have the necessary staff or the equipment to perform this type of work in-house; and therefore requires the assistance of an on-call contractor.

Vendors were asked to provide pricing on a per job basis. The prices include the purchase and installation of each item to City standards. The cost of any traffic control in conformance with City standards is also included in the vendor's per unit cost. Bidders were asked to provide pricing on various types of traffic signal detector repairs (example: Type A detector loops, Type D detector loops, and detector loop cable repairs, etc.). The bid specified that the contract award would be based on the combined unit pricing for "day work" and "night work".

A formal bid was issued with two vendors responding as follows:

<u>Vendor</u>	<u>Total</u>
St. Francis Electric LLC	\$2,315.00
San Leandro, CA	
 M&M Electric	 \$27,852.00
Sacramento, CA	

Staff discovered that the bidder from St. Francis Electric, LLC made calculation errors in their bid response. Additionally, the bid bonds from both bidders were for the incorrect amount, so staff recommends that Council authorize the rejection of all bids and a new bid will be issued at a later date.

FISCAL IMPACT

There is no fiscal impact, since all bids are being rejected.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). All bids are being rejected, so there is no potential for a significant environmental effect and therefore CEQA does not apply.

Respectfully Submitted,

Joanna Oukrop, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-286

RESOLUTION NO. 16-286

REJECTING ALL BIDS FOR TRAFFIC SIGNAL DETECTION AND
MINOR SIGNAL REPAIR WORK

WHEREAS, the City of Roseville requested bids for traffic signal detection and minor signal repair work; and

WHEREAS, the bid bonds from both bidders were for the incorrect amount; and

WHEREAS, staff desires to reject all bids for traffic signal detection and minor repair work;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that all bids for traffic signal batteries are hereby rejected.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 7797

File #: 0900-02-02-1

Title: Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project – Approval of Plans and Specifications and Authorization to Call for Bids

Contact: Edward Winston 916-774-5566 ewinston@roseville.ca.us

Meeting Date: 7/6/2016

Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project (#173501) plans and specifications (Exhibit A) and authorize the Environmental Utilities Department to advertise for and accept bids.

BACKGROUND

Staff from the Environmental Utilities Department wastewater division has determined the need to rehabilitate the roofs of four buildings at the Dry Creek Wastewater Treatment Plant. This determination was made based on an initial condition assessment conducted of the wastewater plant buildings by Tremco Incorporated in April 2011. The 2011 Tremco condition assessment identified these roofs as nearing the end of their useful life and estimated that in three to five years, they would need to be replaced. A follow up assessment by Tremco in February 2016 confirmed the need to proceed with the replacements now, as the integrity of the roofing was at the point of being compromised. The buildings requiring roof rehabilitation include the following:

- Blower Building
- RAS Building
- “Old” Digester Control/Boiler Building
- “New” Digester Control Building

The roofing systems for these buildings will be rehabilitated with a 60 mil Tri-Polymer Alloy (TPA) single ply roof system as further described below.

Project Work

The existing 60 mil Tri-Polymer Alloy (TPA) single ply roof system of the Blower Building, the RAS Building, the “Old” Digester Control/Boiler Building, and the “New” Digester Control Building will be removed to the concrete deck. Tapered insulation will be installed on the concrete deck prior to installing the fully adhered TPA single ply roof system. A combined total of approximately 15,930 square feet of this roofing system will be removed and replaced.

Public Outreach

There will be no adverse impacts to the public since all the work would be located within the Dry Creek Wastewater Treatment Plant (DCWWTP) Facility. The Contractor shall coordinate all the work with the DCWWTP staff to ensure that plant operations are not impacted.

FISCAL IMPACT

The engineers cost estimate to complete the construction work for the Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project is \$220,000. The total project budget of \$315,000 was approved with the Fiscal year 16-17 budget and will be funded by the Wastewater Rehabilitation Fund and South Placer Wastewater Authority (SPWA). The proportionate project costs have been fully funded and authorized by the SPWA Board. Roseville and the Regional SPWA partners jointly share in rehabilitation project costs at the DCWWTP. Roseville's cost share is 61.74% and the Regional Partners, Placer County and South Placer Municipal Utility District share in the remaining 38.26% of the cost.

ECONOMIC DEVELOPMENT / JOBS CREATED

The project will create up to 10 temporary construction jobs.

ENVIRONMENTAL REVIEW

The proposed project involves the repair/maintenance of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Edward Winston, Associate Engineer

Richard Plecker, Environmental Utilities Director

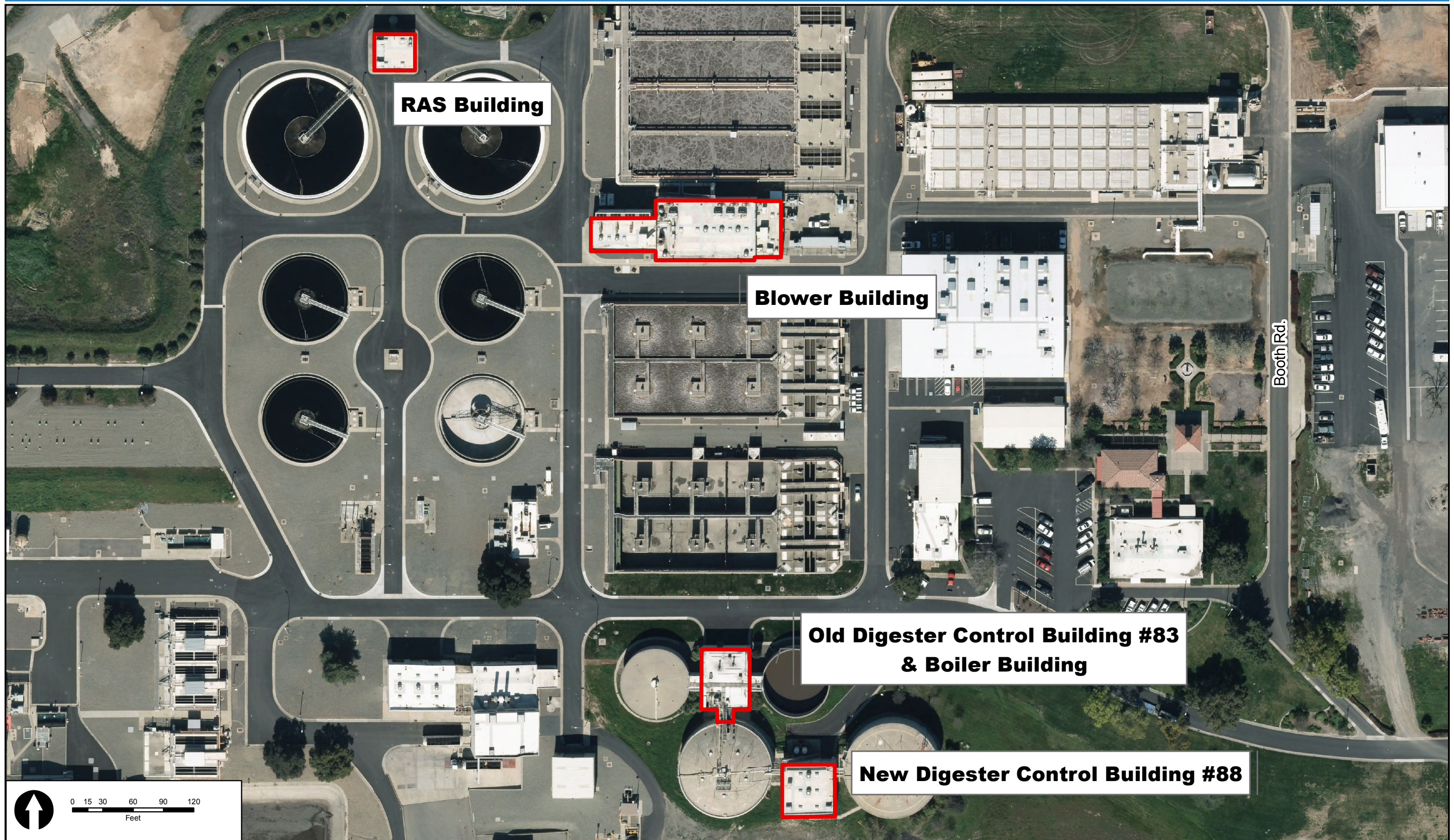


Rob Jensen, City Manager

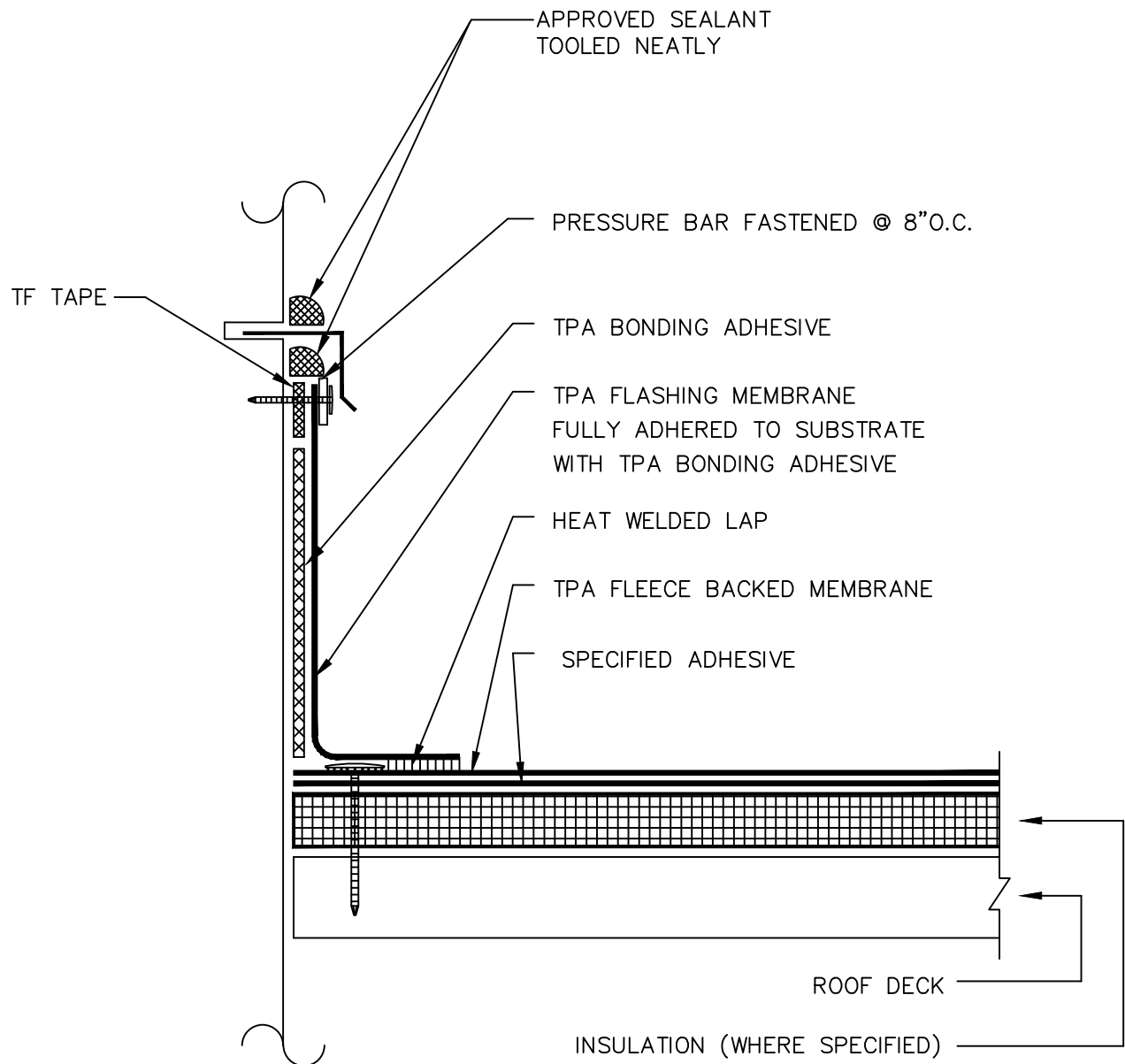
ATTACHMENTS:**Description**

DCWWTP Roof Rehabilitation Plans

DCWWTP Roof Rehabilitation Specifications



CONSTRUCTION DETAILS



NOTE:

1) FLASHING MUST BE A MINIMUM OF 8" HIGH.

DO NOT COVER OR BLOCK WEEP HOLES WITH FLASHING OR SEALANT.

TREMCO®

SHEET TITLE:

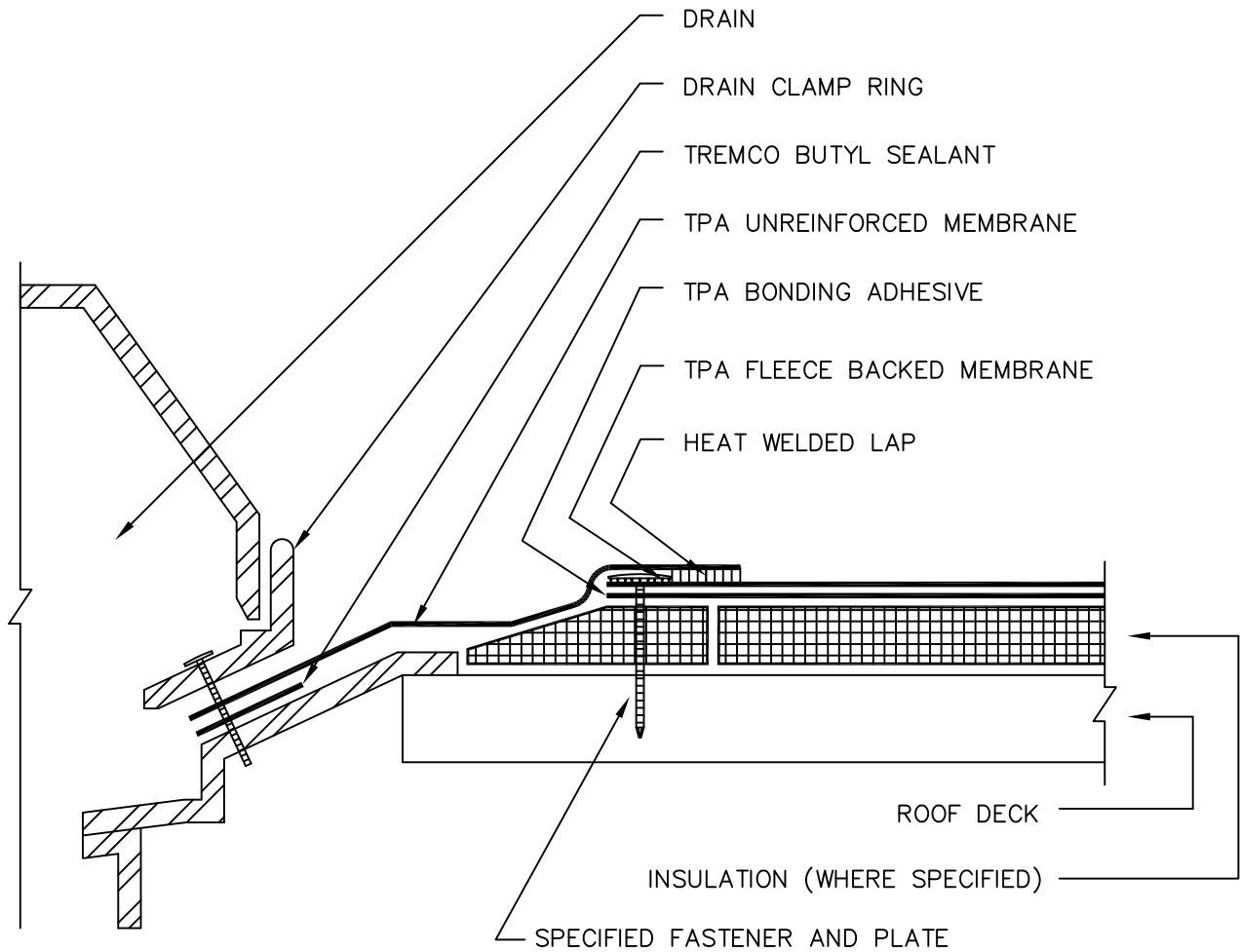
REGLET METAL
COUNTERFLASHING DETAIL

SCALE:

NTS

DRAWING No.:

TPA FB-7



NOTES:

1. THIS TWO PIECE DESIGN MUST BE USED WHEN INSTALLING THE TPA FLEECE BACKED MEMBRANE.
2. MEMBRANE MUST EXTEND MINIMUM 1" BEYOND THE BOLT HOLES.
3. FIELD WELD MUST NOT PASS UNDER THE CLAMPING RING.
3. THE CLAMPING RING MUST PENETRATE THE MEMBRANE.
4. ALL METAL SURFACES SHALL BE PRIMED BEFORE CONTACT WITH ANY ADHESIVE OR MASTIC.

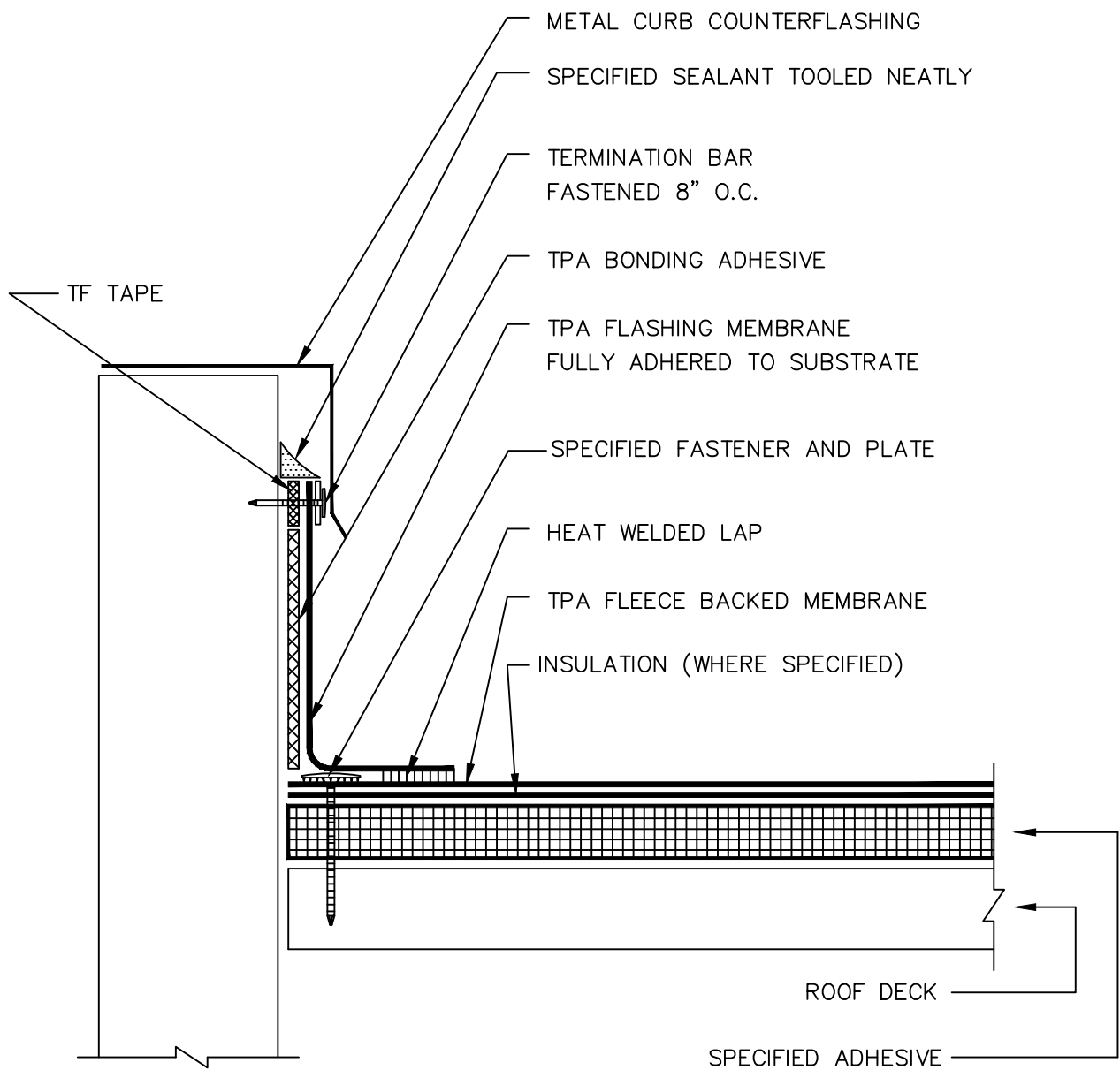
TREMCO®

SHEET TITLE:

DRAIN DETAIL

SCALE: NTS

DRAWING No.:
TPA FB-15



NOTE:

1. ALL FLASHING SHALL BE A MINIMUM OF 8" HIGH.

TREMCO®

SHEET TITLE:

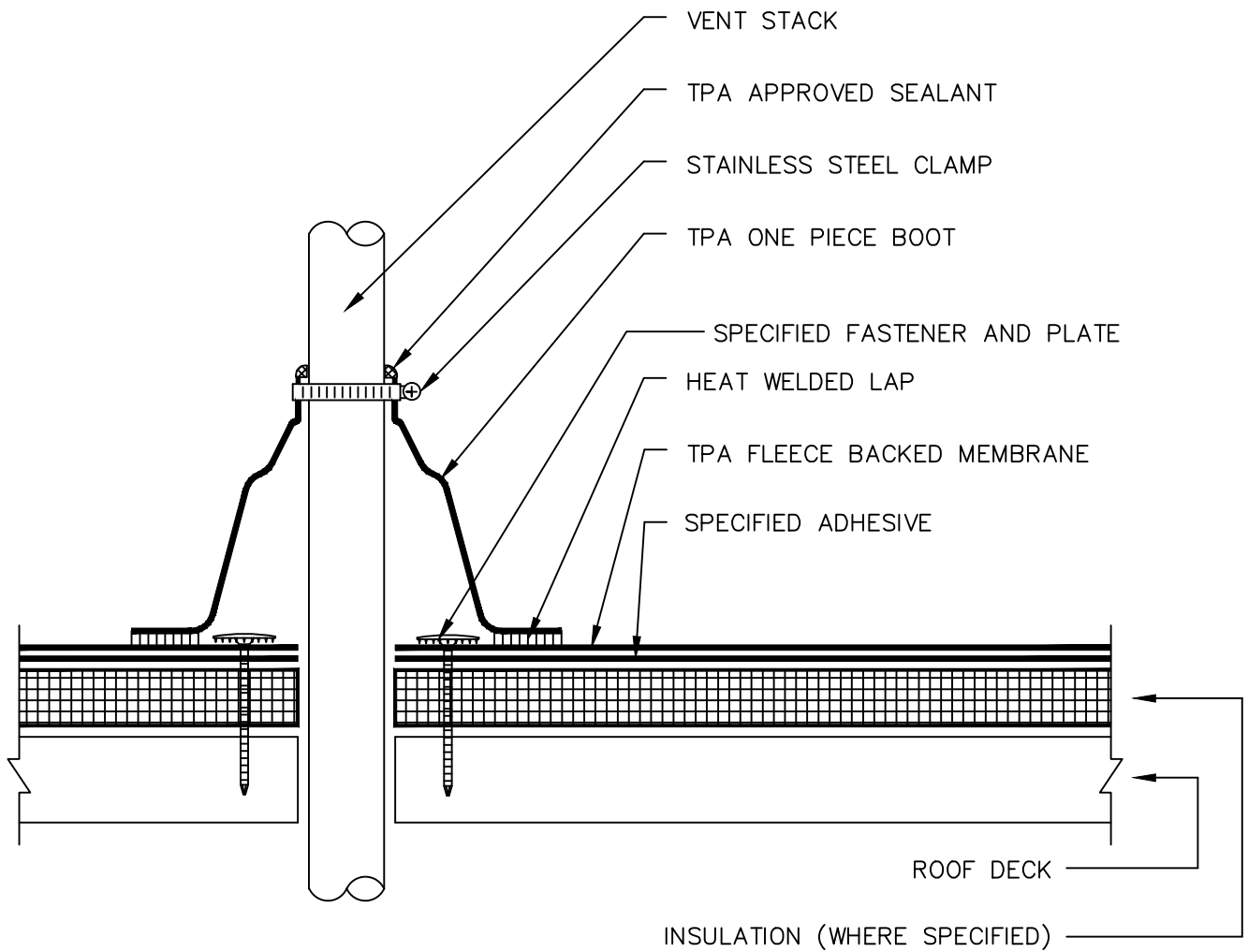
CURB FLASHING DETAIL

SCALE:

NTS

DRAWING No.:

TPA FB-20



NOTES:

1. DO NOT CUT PREFABRICATED BOOT. IT MUST BE PULLED OVER VENT PIPE.
2. PREFABRICATED BOOTS ARE AVAILABLE IN SMALL & LARGE SIZES, AND MUST BE USED WHENEVER POSSIBLE TO FLASH PIPES 1" TO 8" IN DIAMETER.

TREMCO®

SHEET TITLE:

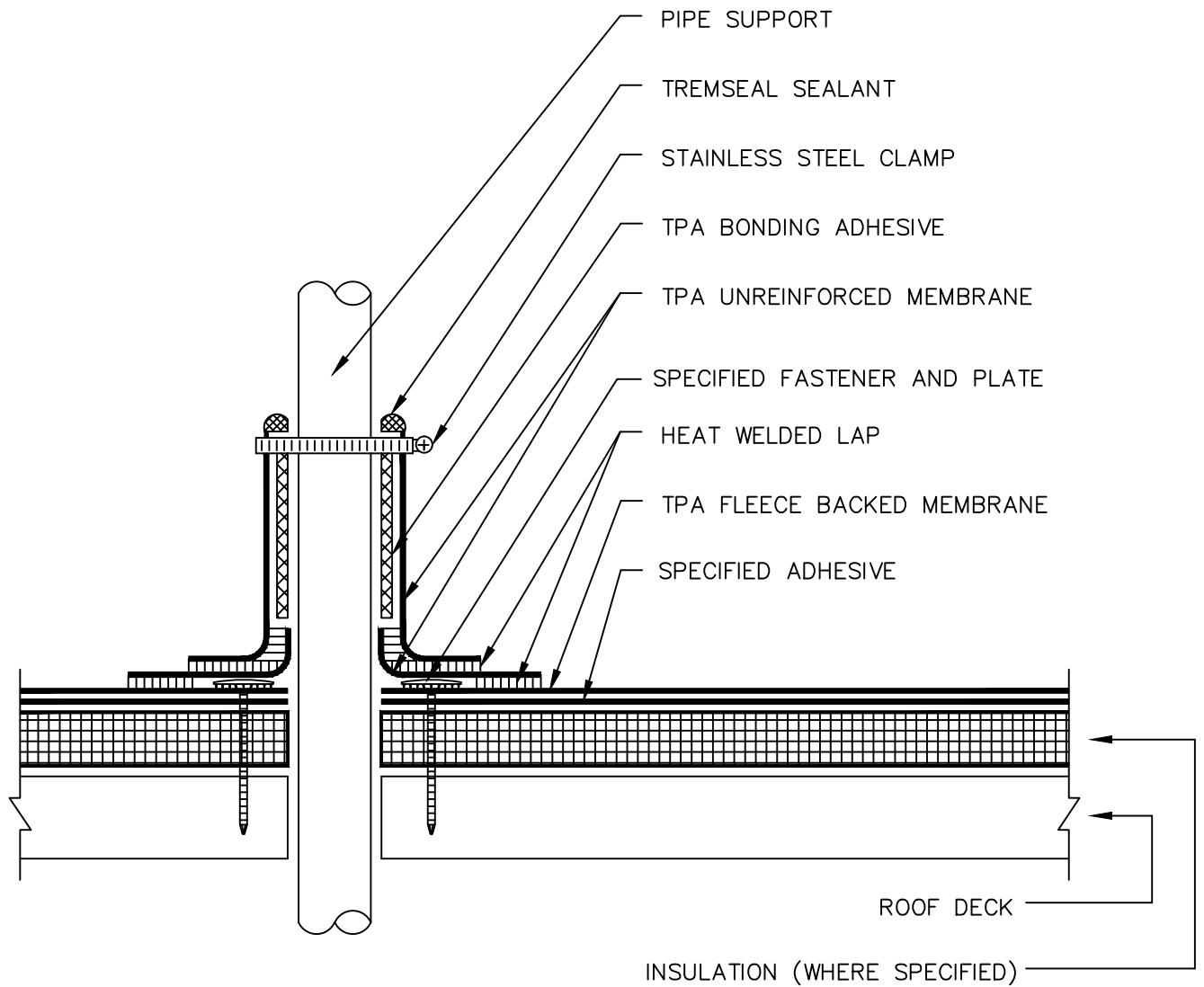
PREFABRICATED
VENT PIPE FLASHING

SCALE:

NTS

DRAWING No.:

TPA FB-22



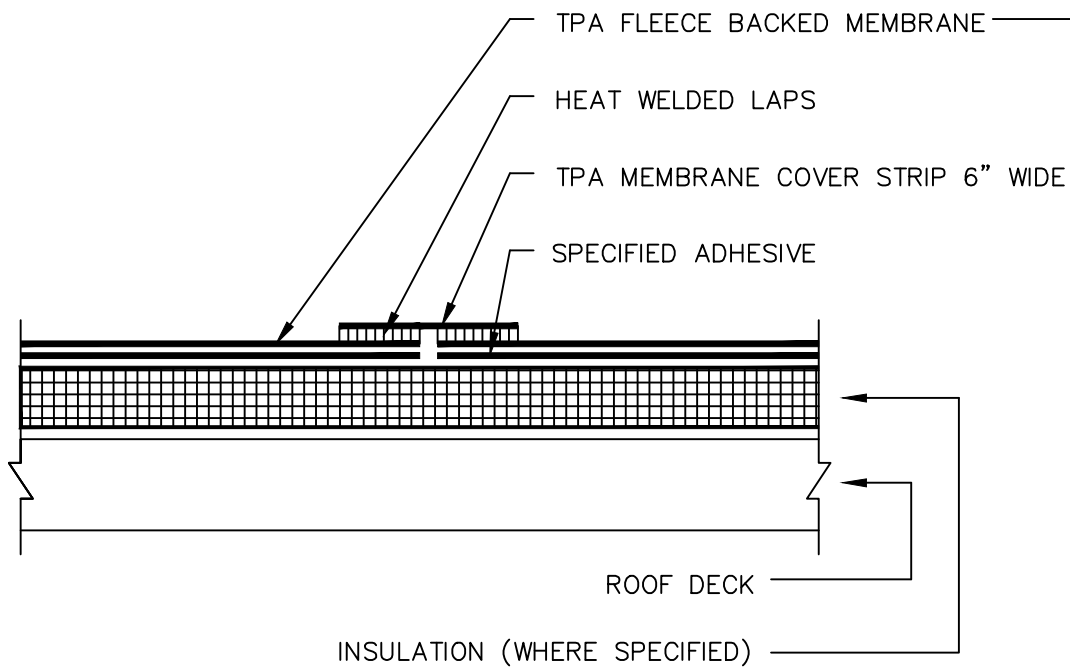
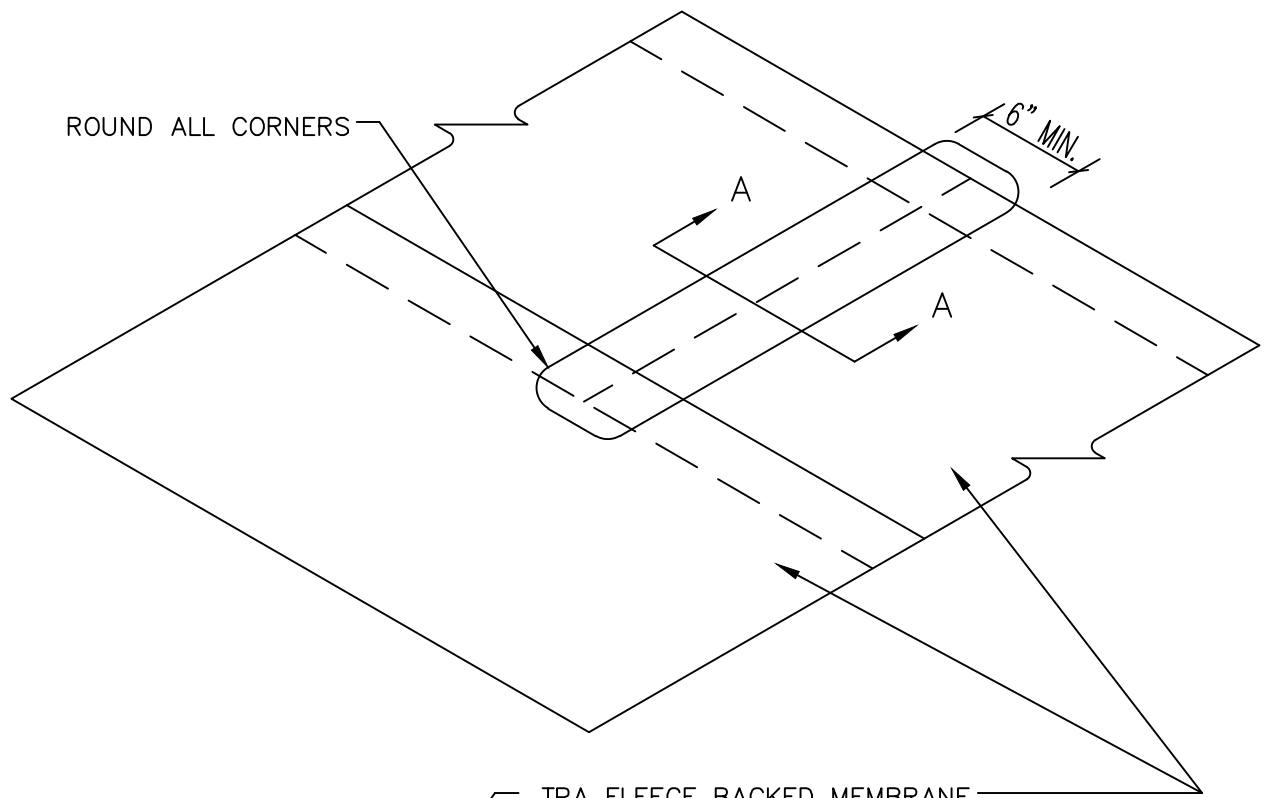
TREMCO®

SHEET TITLE:

TWO — PIECE
PIPE FLASHING

SCALE: NTS

DRAWING No.:
TPA FB-23



SECTION A-A

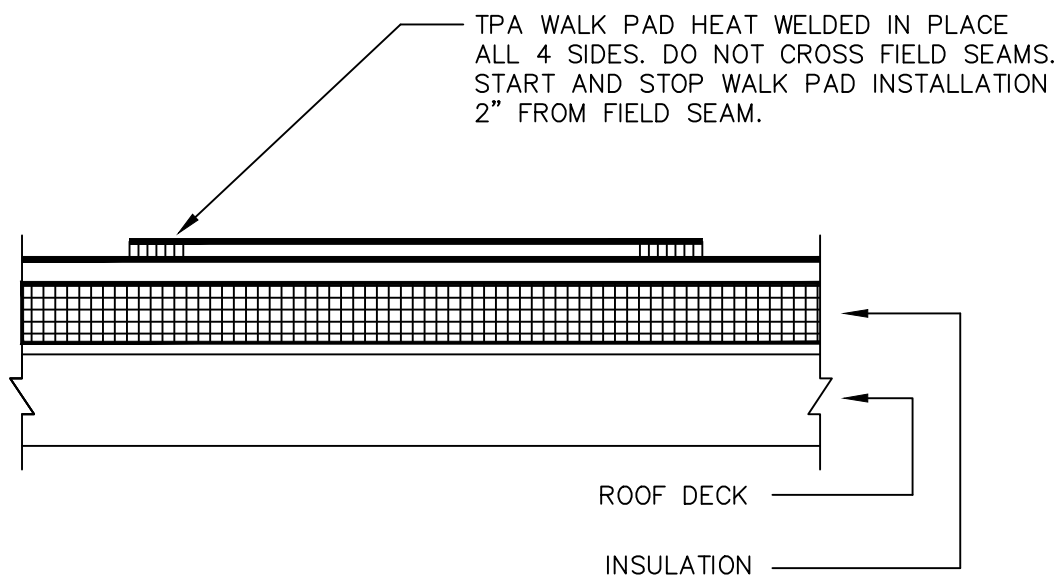
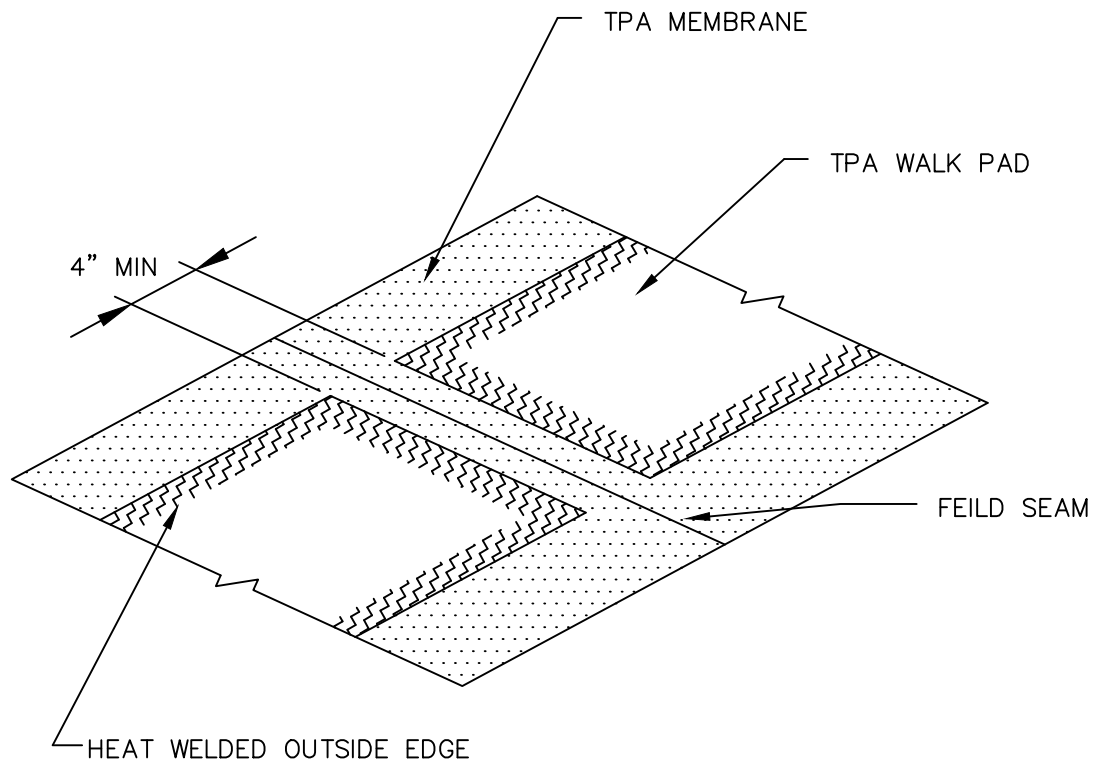
TREMCO®

SHEET TITLE:

END LAP DETAIL

SCALE: NTS

DRAWING No.:
TPA FB-25



TREMCO®

SHEET TITLE:

WALK-PAD
INSTALLATION

SCALE:

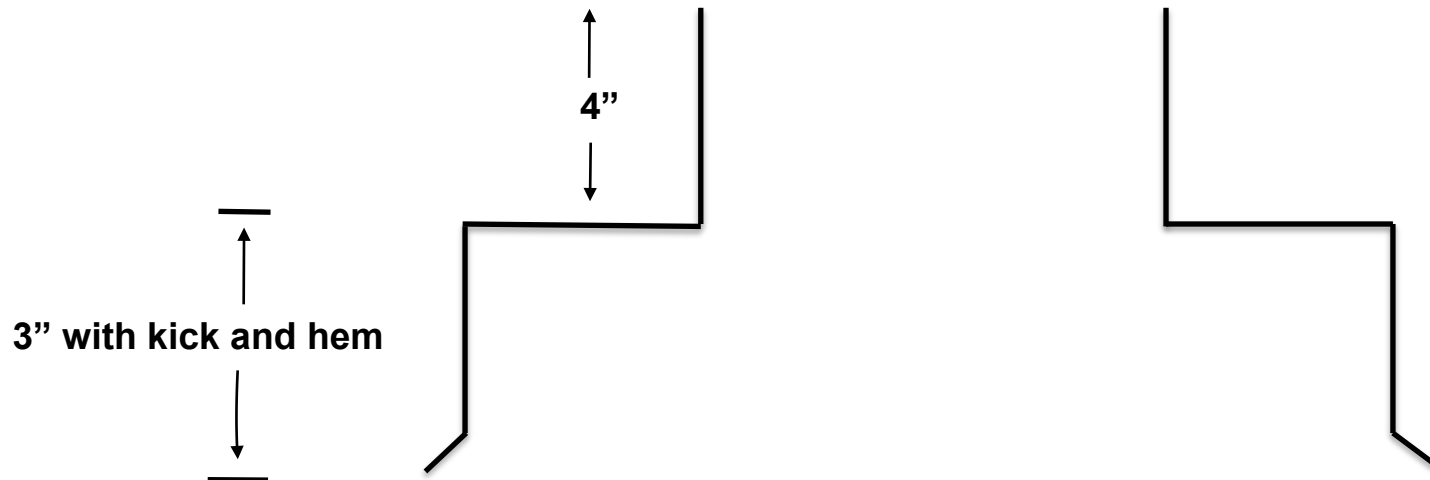
NTS

DRAWING No.:

TPA-29

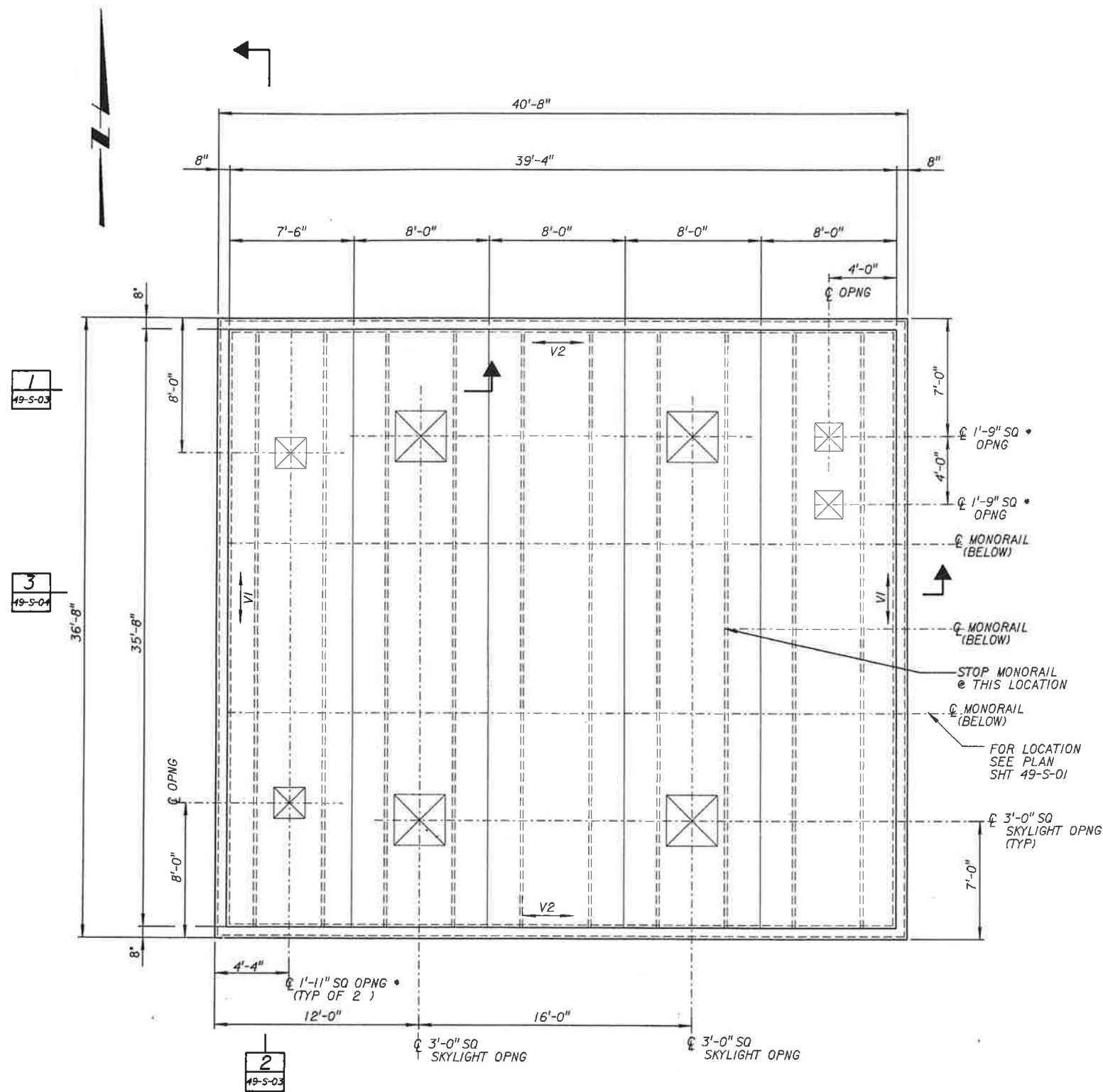


Typical Metal Pan Detail



Evaporative Cooler Metal Pan

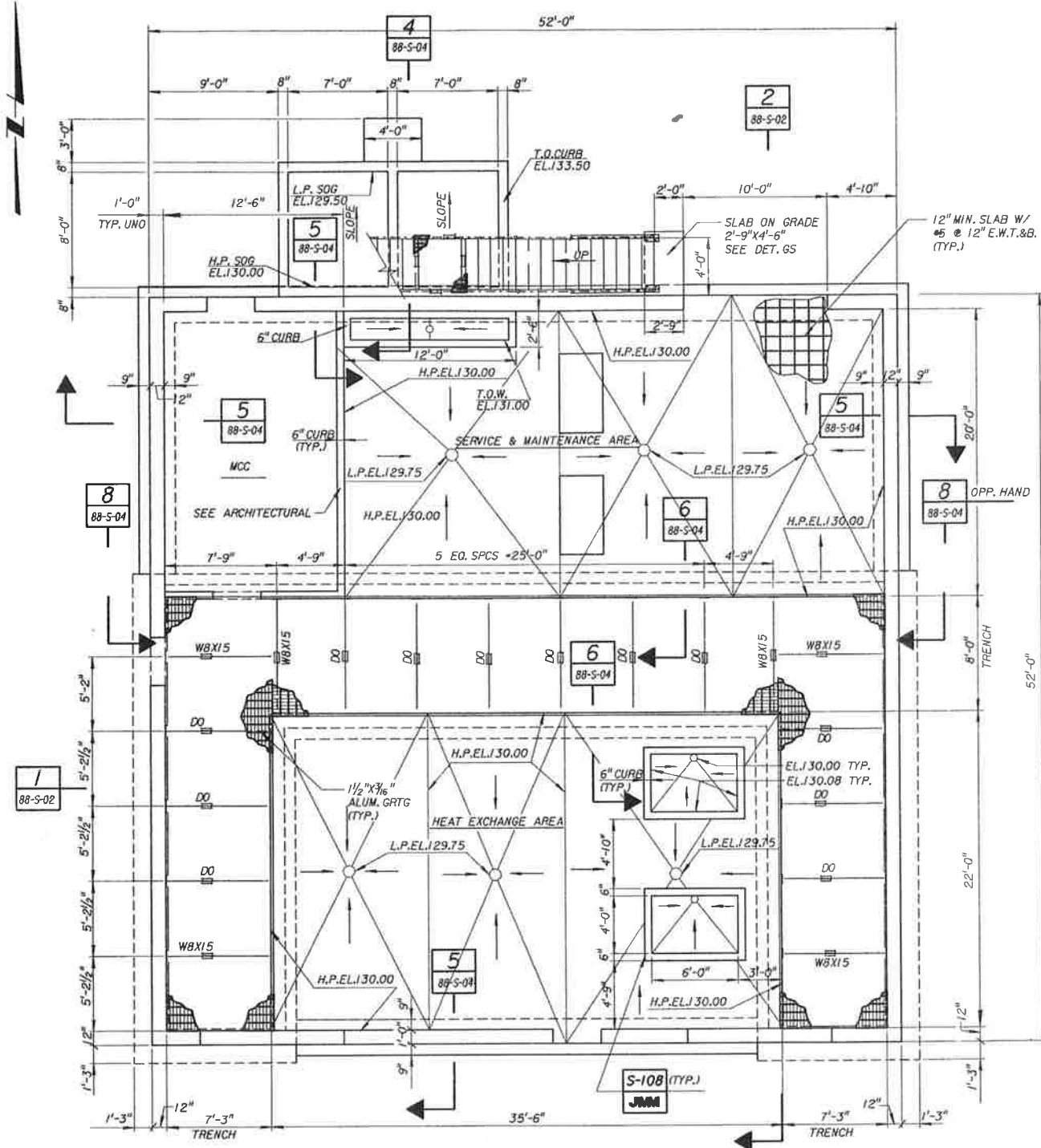
ORIGINAL BUILDING ROOF PLANS



- NOTES:
- COORDINATE SIZE OF OPNG W/ MFR'S SHOP DWGS
 - FOR DOUBLE TEE CONNECTION DETAILS SEE SHEET GS-07
 - LOADING FOR DOUBLE TEES:
 $V1 = 0.60 \text{ KLF}$
 $V2 = 0.53 \text{ KLF}$
 - THE CONTRACTOR SHALL DETERMINE SPACING OF SHEAR CONNECTORS IN CONFORMANCE WITH DET S-914

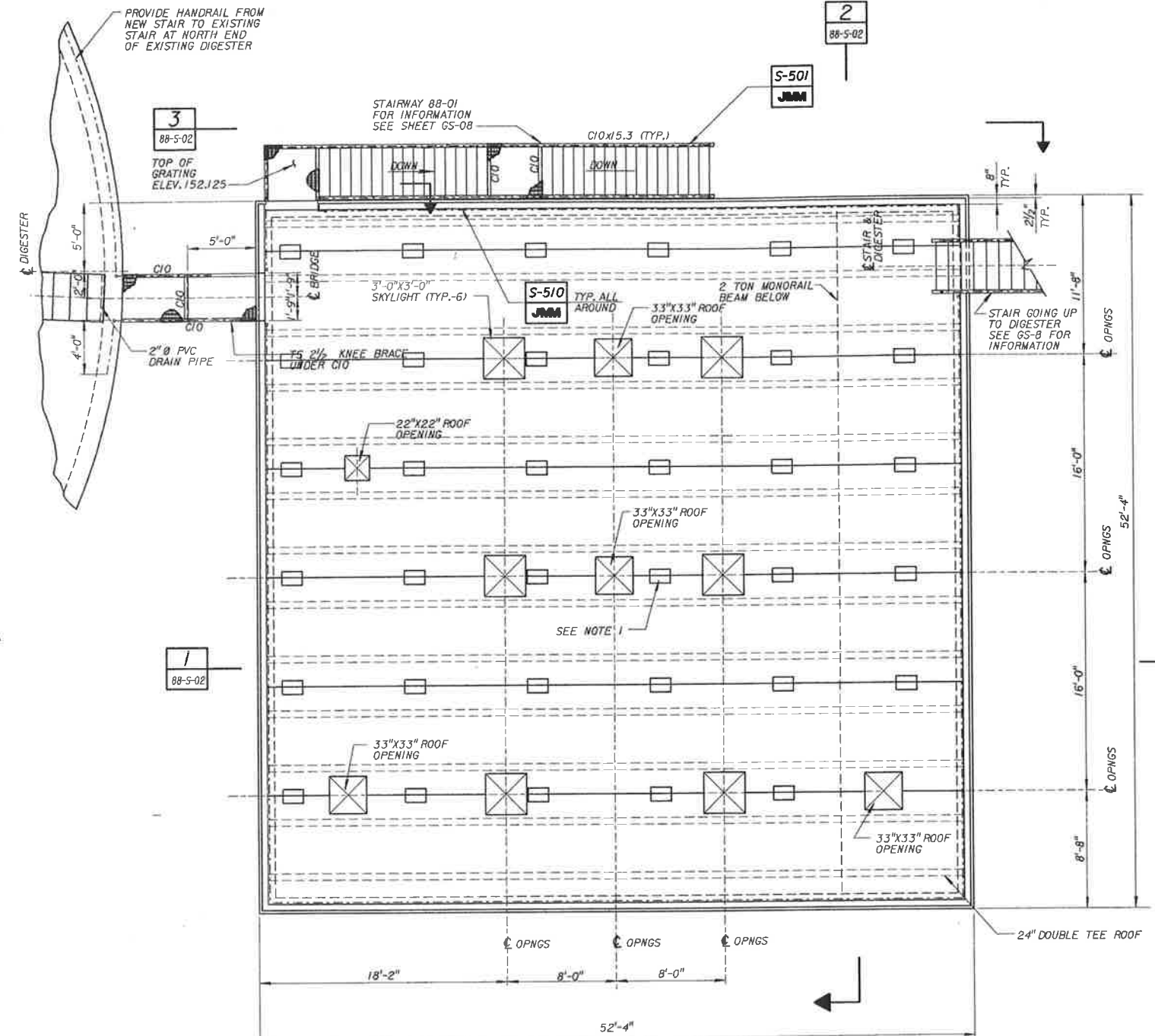
ROOF PLAN
 $\frac{1}{4}" = 1'-0"$





NOTES: 1. ALL STEEL MEMBERS SHALL BE HOT-DIP GALVANIZED.
2. SEE PARTIAL PLAN ON 88-S-02.

FLOOR PLAN
3/16" = 1'-0"



NOTES:

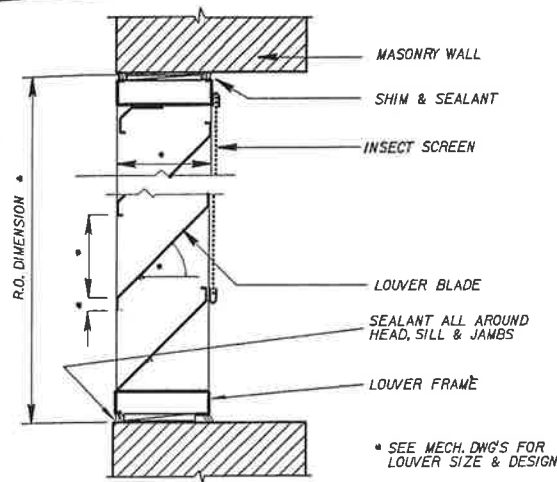
- DOUBLE TEE MANUFACTURER SHALL DESIGN DOUBLE TEE AND ALL THE CONNECTIONS BETWEEN DOUBLE TEES AND DOUBLE TEE FLANGE AND PARAPET BEAMS REQUIRED CONNECTIONS SHOWN ON ROOF PLAN DO NOT REFLECT ACTUAL SPACING OR TYPE.
LOADING DATA:
A. VERTICAL LOAD
LIVE LOAD: 50 PSF
DEAD LOAD: TO BE CALCULATED BY MFR.
MONORAIL BEAM SUPPORTING POINT = 5400# CONC. LOAD
B. HORIZONTAL LOAD = 1.60 K/FT.
- CONTRACTOR SHALL INSTALL A SIGN READING "MAX. LIVE LOAD 50#/SQ.FT" ON THE ROOF.
- TEE MFR. SHALL DESIGN TO SUPPORT ANY EQUIPMENT LOCATED ON THIS ROOF. COORDINATE EXACT LOCATION AND LOADING WITH THE HVAC DWGS AND EQUIPMENT MFR'S DWGS.

ROOF PLAN
3/16" = 1'-0"

EXISTING STRUCTURE INFORMATION IS BASED ON DEWANTE & STOWELL, 1974 WWTP EXPANSION DRAWINGS.



REV. DATE BY DESCRIPTION	SCALE: AS SHOWN WARNING: IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.	DESIGNED: S. W. PARK DRAWN: R. G. ATENDIDO CHECKED: I. G. VARKEY	SUBMITTED: <i>Chris E. Javell</i> 30393 1-3-91 PROJECT ENGINEER R. C. E. NO. DATE <i>James M. Montgomery</i> 36613 1-3-91 JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC. R. C. E. NO. DATE	JMM James M. Montgomery Consulting Engineers, Inc. Walnut Creek, California		CITY OF ROSEVILLE WASTEWATER TREATMENT PLANT EXPANSION DIGESTER CONTROL BUILDING FLOOR AND ROOF PLANS	SHEET 88-S-01 OF SHEETS
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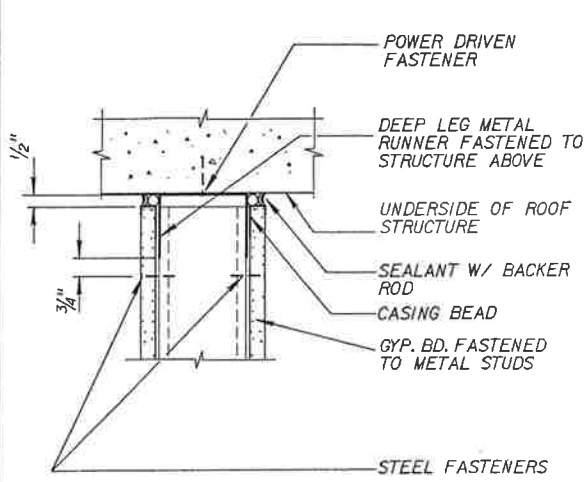
LOWER HEAD & SILL

(JAMB SIM.)

N

SCALE: 3/4" = 1'-0"

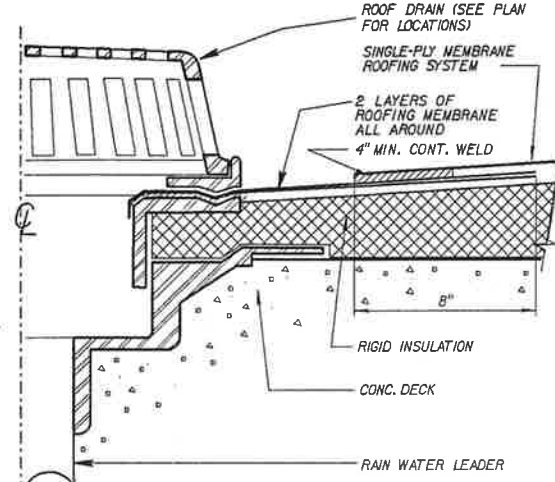
11-A-2



METAL STUD WALL

SCALE: 3/4" = 1'-0"

K

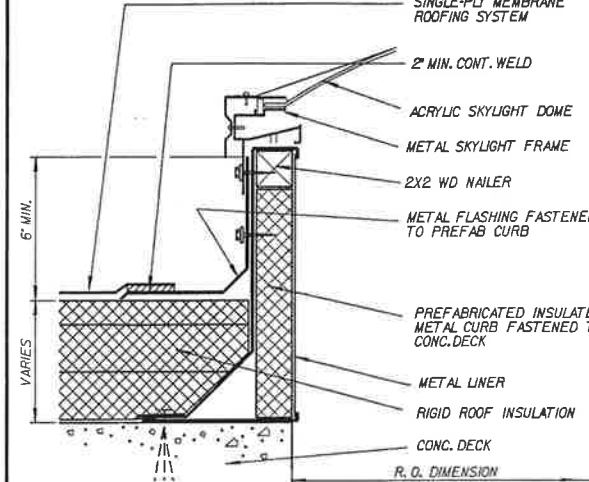


ROOF DRAIN (ROOF OVERFLOW SIM.)

SCALE: 3/4" = 1'-0"

G

11-A-1

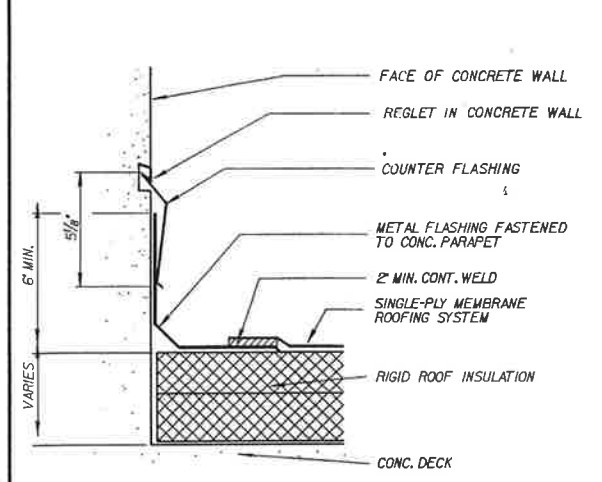


SKYLIGHT @ CONCRETE ROOF

SCALE: 3/4" = 1'-0"

D

70-A-2

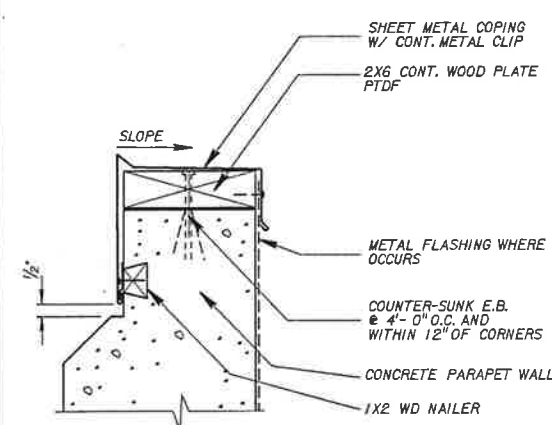


REGLET AT CONCRETE WALL

SCALE: 3/4" = 1'-0"

A

11-A-1

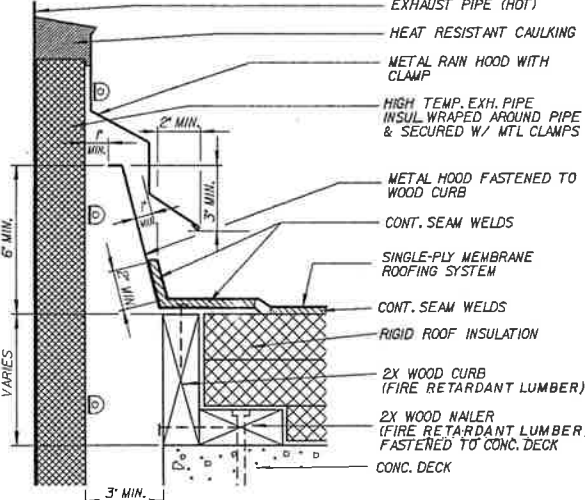


COPING AT PARAPET WALL

SCALE: 3/4" = 1'-0"

L

11-A-1

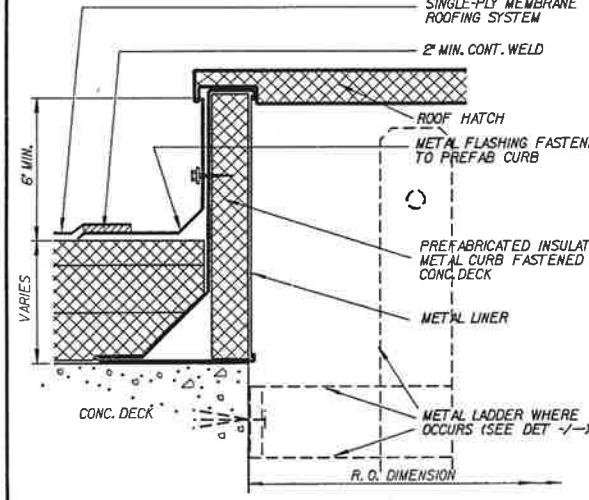


PIPE PENETRATION THRU ROOF

SCALE: 3/4" = 1'-0"

H

39-A-3

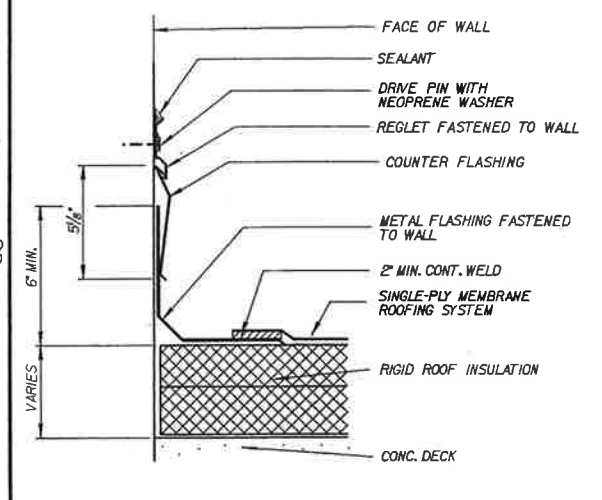


ROOF HATCH @ CONCRETE ROOF

SCALE: 3/4" = 1'-0"

E

11-A-1

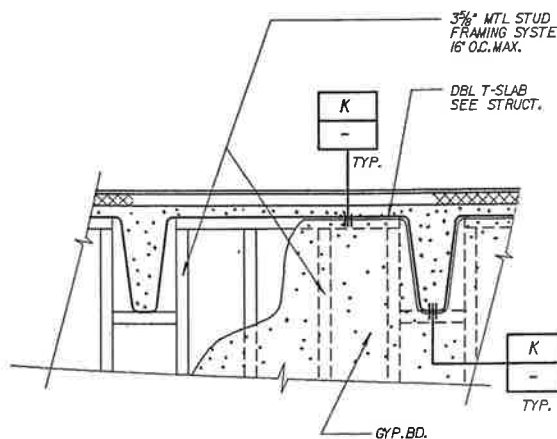


SURFACE MOUNTED REGLET

SCALE: 3/4" = 1'-0"

B

11-A-1

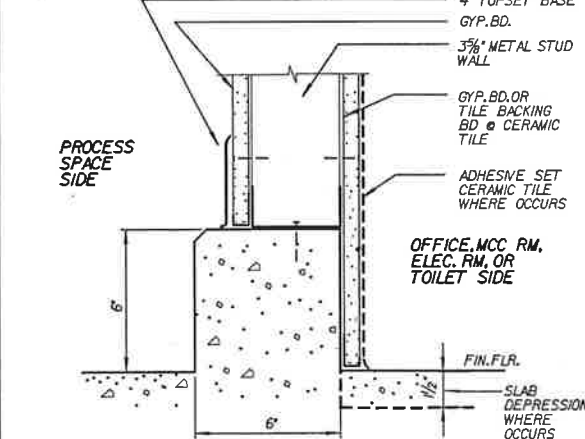


METAL STUD WALL AT DOUBLE T-SLAB

SCALE: 3/4" = 1'-0"

O

GA-02

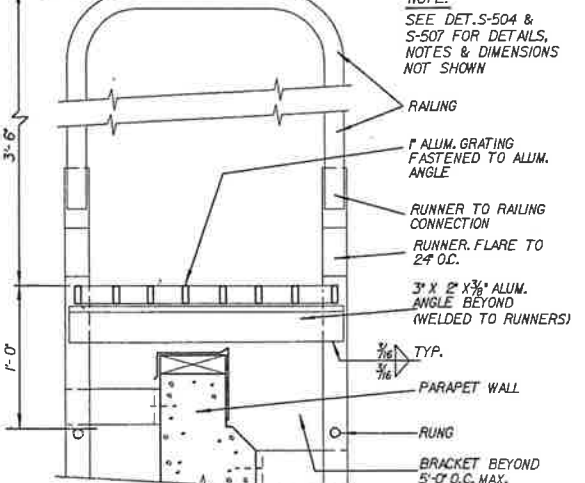


CURB AT METAL STUD WALL

SCALE: 3/4" = 1'-0"

M

GA-02

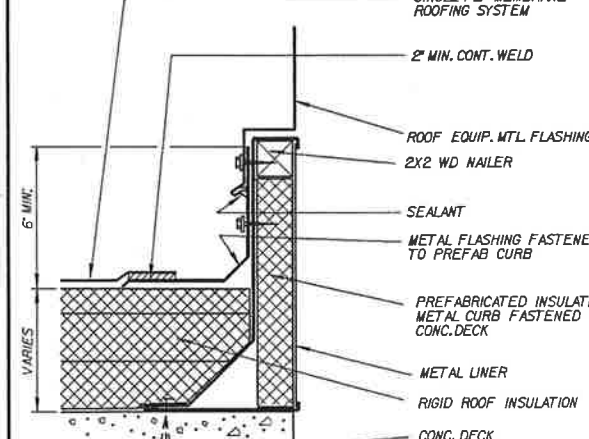


ROOF LADDER CROSS-OVER

SCALE: 1 1/2" = 1'-0"

J

11-A-2

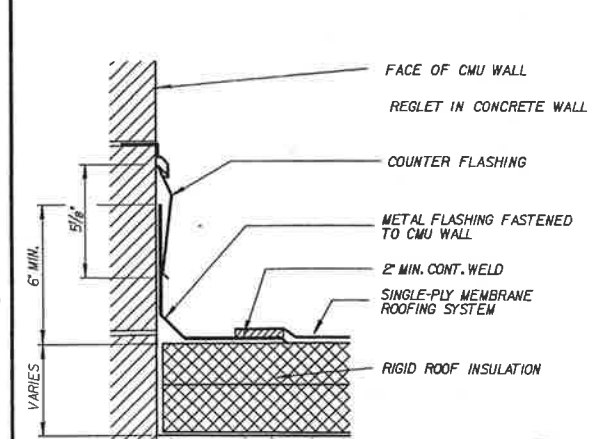


ROOF EQUIPMENT CURB FLASHING

SCALE: 3/4" = 1'-0"

F

11-A-1



REGLET AT MASONRY WALL

SCALE: 3/4" = 1'-0"

C

11-A-1

REV	DATE	BY	DESCRIPTION

SCALE:	WARNING
AS NOTED	0 1/2"
	IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

DESIGNED A. ELHADARY	SUBMITTED
DRAWN E. CARBONNIER	PROJECT ENGINEER
CHECKED W. BRUMM	JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.

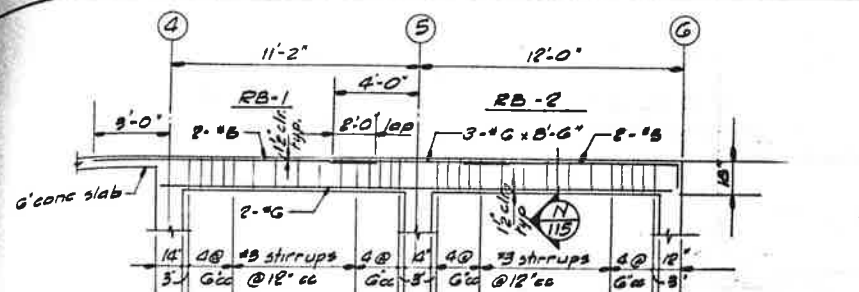
30393	1-3-91
26613	1-3-91

JMM James M. Montgomery Consulting Engineers, Inc.	Pasadena, California
APPROVED	DATE
APPROVED	DATE

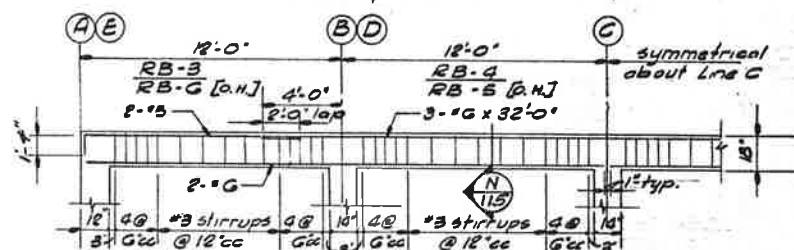
APPROVED	DATE
APPROVED	DATE

CITY OF ROSEVILLE	SHEET
WASTEWATER TREATMENT PLANT EXPANSION	GA-04
MISCELLANEOUS DETAILS	OF SHEETS

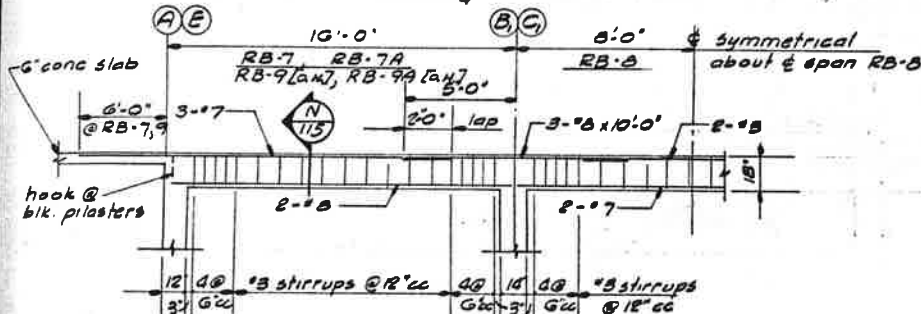




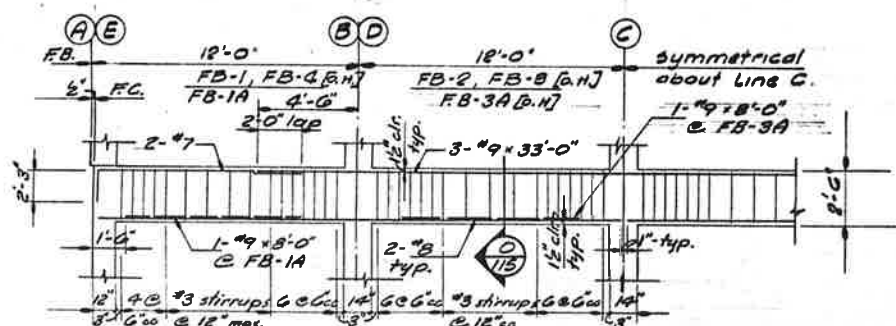
H 115 BEAM ELEVATION 18' wide
SCALE: 1/4" = 1'-0"



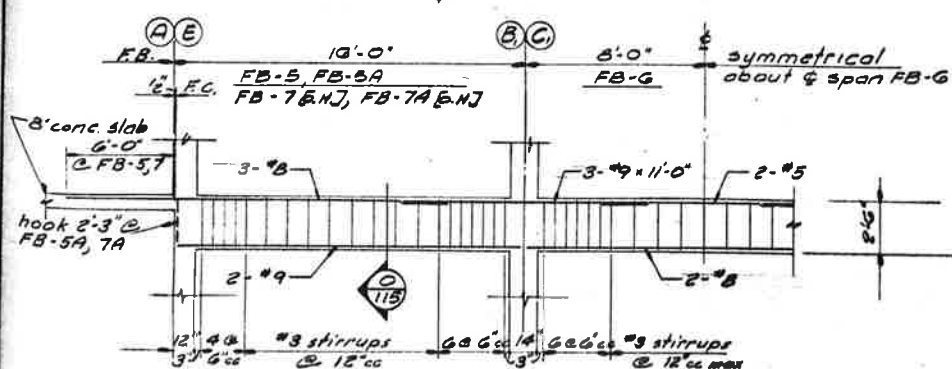
J 115 BEAM ELEVATION 12' wide
SCALE: 1/4" = 1'-0"



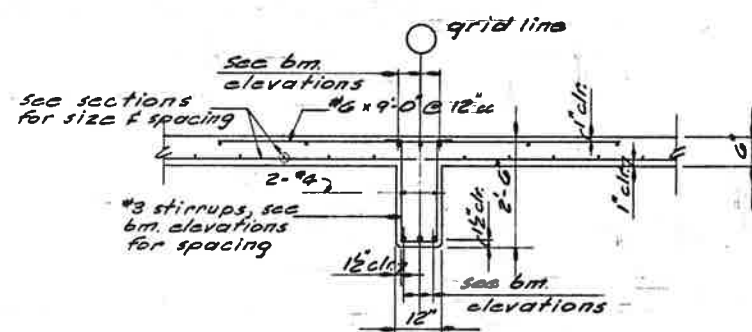
K 115 BEAM ELEVATION 18' wide
SCALE: 1/4" = 1'-0"



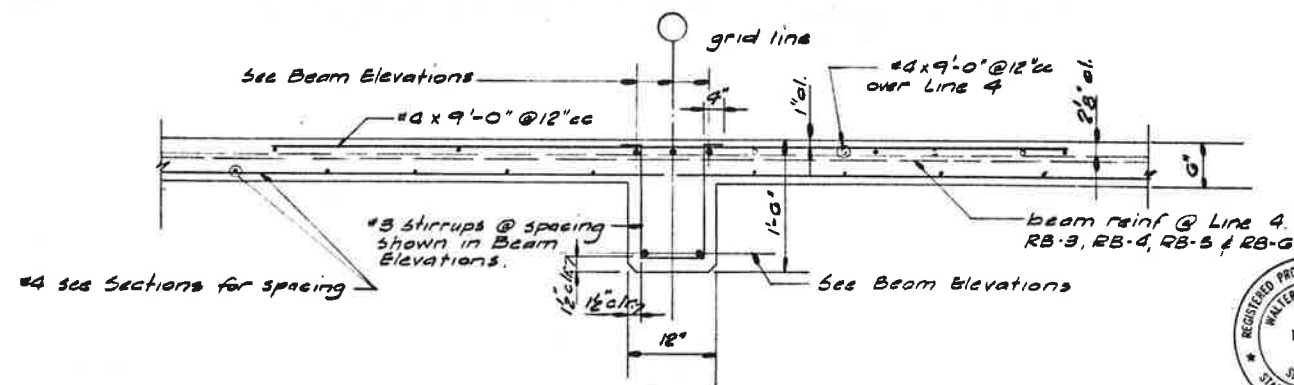
L 114 BEAM ELEVATION 18' wide
SCALE: 1/4" = 1'-0"



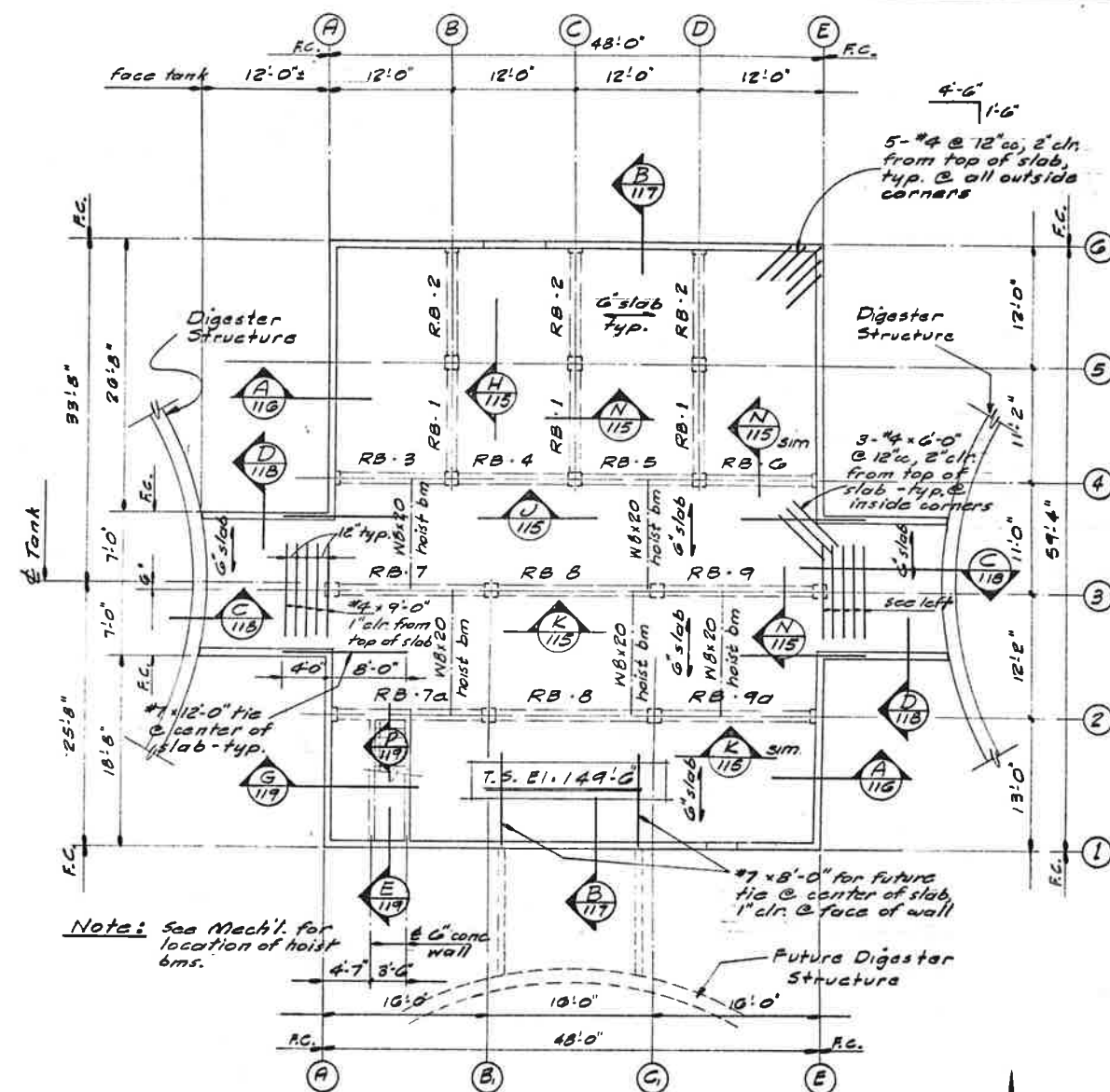
M 114 BEAM ELEVATION 18' wide
SCALE: 1/4" = 1'-0"



SECTION 115
SCALE: 1/2" = 1'-0"



SECTION 117
SCALE: 1/2" = 1'-0"



Note: See Mech'l. for location of hoist bms.

ROOF PLAN
SCALE: 1/8" = 1'-0"

AS BUILT

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

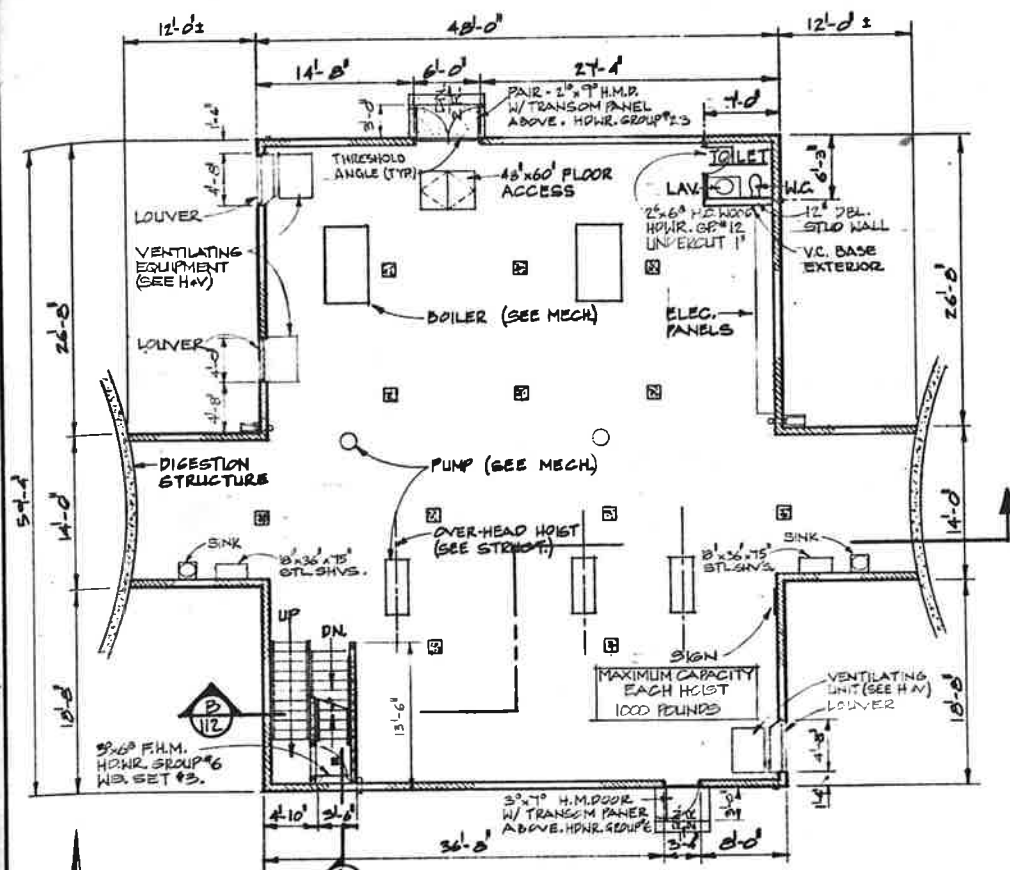
WASTEWATER TREATMENT FACILITIES
DIGESTION CONTROL BUILDING
STRUCTURAL PLAN

DEWANTE AND STOWELL
SANITARY AND CIVIL ENGINEERS - SACRAMENTO, CALIFORNIA

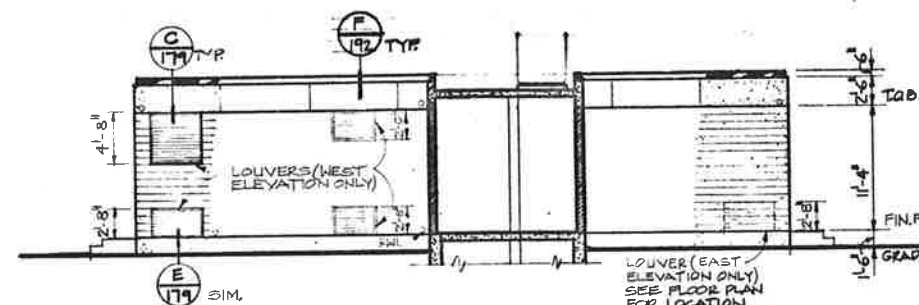
DRAWN: K.A.L. CHECKED: W.D.B. DATE: AUG. 74
SUBMITTED: [Signature] APPROVED: F.L.B.
SHEET NO. 115 OF 265



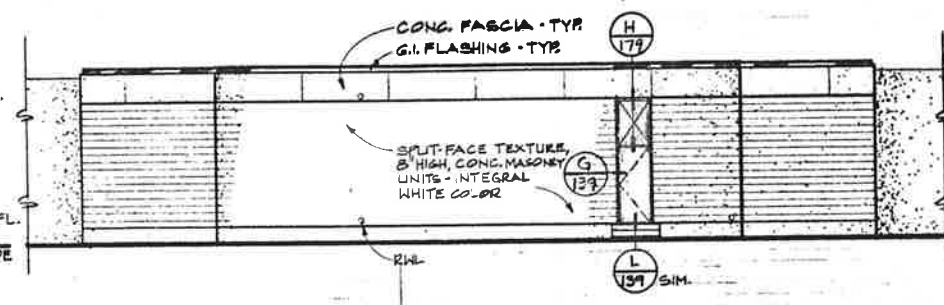
Walter D. Buehler
BUEHLER, COLE, YEE & SCHUBERT
STRUCTURAL ENGINEERS, INC.
118 Alhambra Boulevard Sacramento, Ca.



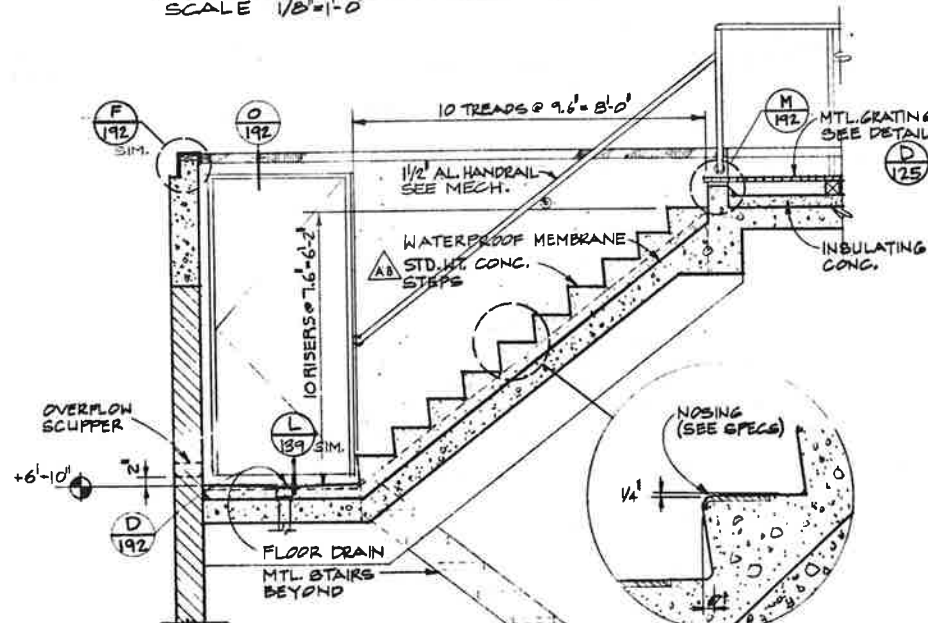
FLOOR PLAN
SCALE 1/8"=1'-0"



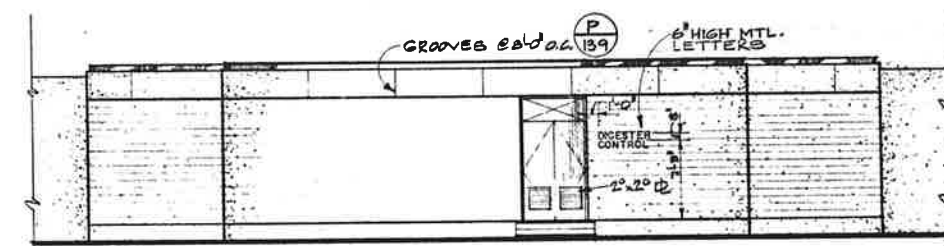
WEST ELEVATION EAST SIMILAR
SCALE 1/8"=1'-0"



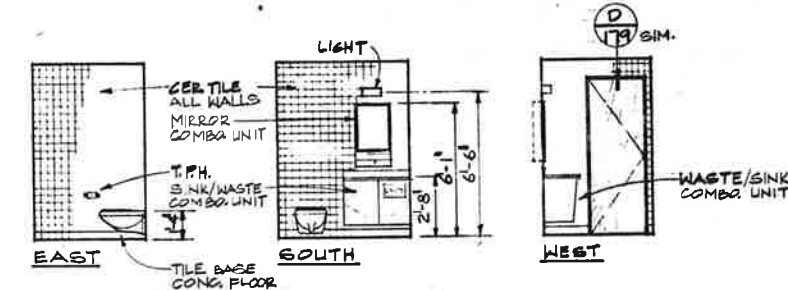
SOUTH ELEVATION
SCALE 1/8"=1'-0"



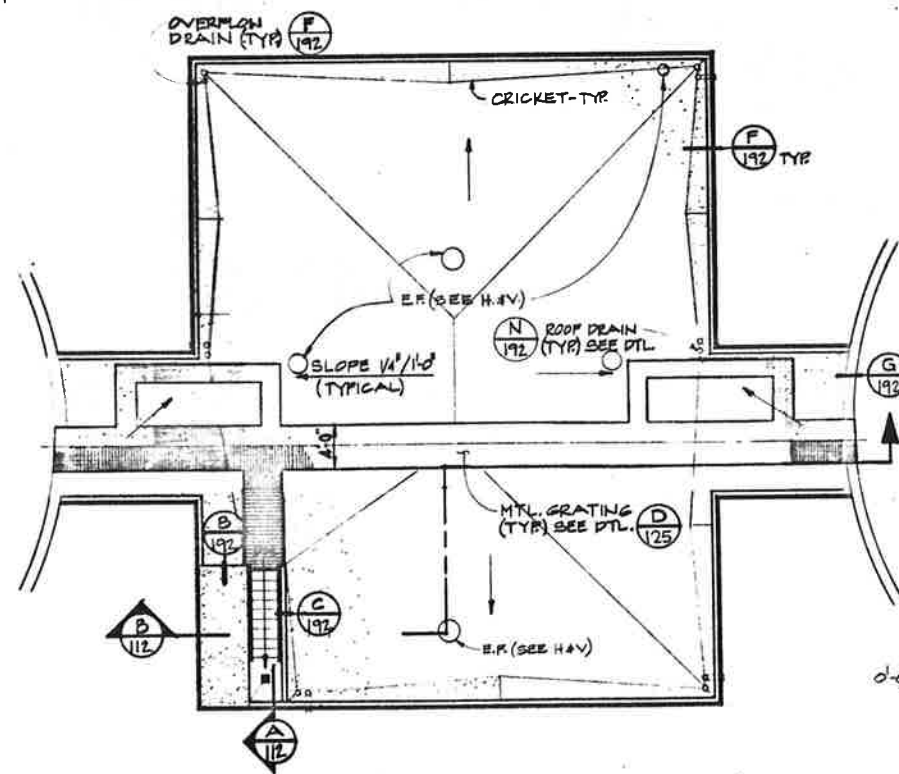
STAIR SECTION
SCALE 1/2"=1'-0"



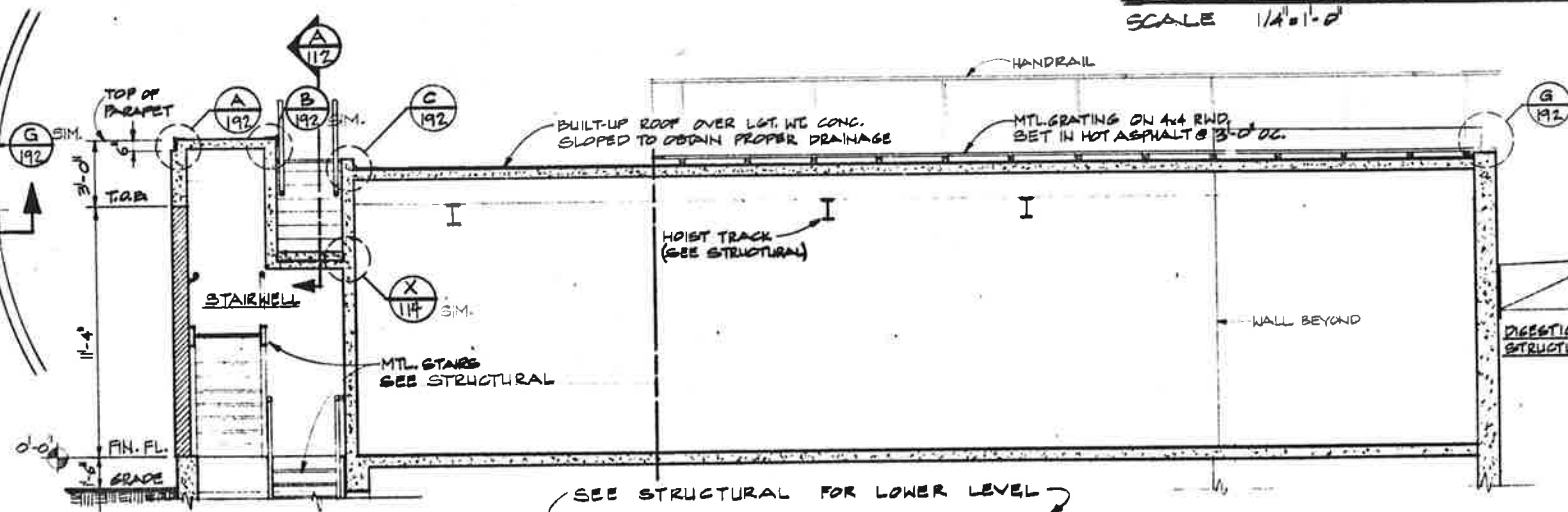
NORTH ELEVATION
SCALE 1/8"=1'-0"



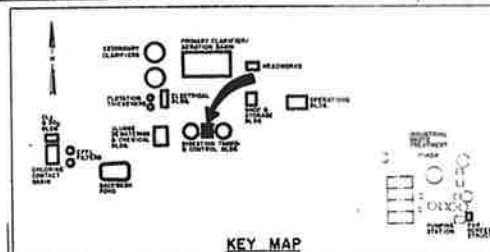
TOILET ROOM ELEVATIONS
SCALE 1/4"=1'-0"



ROOF PLAN
SCALE 1/8"=1'-0"



SECTION
SCALE 1/4"=1'-0"



AS BUILT

CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA
WASTEWATER TREATMENT FACILITIES
DIGESTION CONTROL BLDG.
ARCHITECTURAL

DEWANTE AND STOWELL
SANITARY AND CIVIL ENGINEERS - SACRAMENTO, CALIFORNIA
DRAWN: J.L.N.
CHECKED: J.L.N.
APPROVED: J.L.N.
DATE: 11/1/78
SHEET NO. **112**
OF 265

NACHT & LEWIS ARCHITECTS
SACRAMENTO, CALIFORNIA
R.H. Lewis, 02804



ENVIRONMENTAL UTILITIES

**NOTICE TO CONTRACTORS
PROPOSAL AND CONTRACT
PROVISIONS FOR THE**

**DRY CREEK WASTEWATER TREATMENT
PLANT ROOF REHABILITATION PROJECT**

NON-REFUNDABLE FEE

\$25

**TO BE SUPPLEMENTED WITH
GENERAL PREVAILING WAGE RATES**

FOR PRE-BID INFORMATION CALL:

**Ed Winston, City of Roseville
(916) 774-5566**



**PROJECT MANUAL
FOR
DRY CREEK WASTEWATER TREATMENT PLANT ROOF
REHABILITATION PROJECT**

CITY OF ROSEVILLE

Project: DRY CREEK WASTEWATER TREATMENT PLANT ROOF REHABILITATION
PROJECT

PROJECT MANUAL

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01025	Measurement and Payment
01040	Coordination and Project Requirements
01140	Environmental Protection
01300	Submittals
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City of Roseville

PROJECT MANUAL

Dry Creek Wastewater Treatment Plant Roof Project

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CITY OF ROSEVILLE
DEPARTMENT OF ENVIRONMENTAL UTILITIES

Dry Creek Wastewater Treatment Plant Roof Project

NOTICE TO CONTRACTORS

Sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until 3:00 p.m., July 26, 2016. Late proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk of the City of Roseville at 3:05 p.m. on July 26, 2016 at the Office of the City Clerk at 311 Vernon Street, Roseville, California for the Dry Creek Wastewater Treatment Plant Roof Project.

A mandatory pre-bid meeting will be held at the City of Roseville Dry Creek Wastewater Treatment Plant-EU Maintenance Shop Training Room, 1800 Booth Road, Roseville, CA 95747 on July 18, 2016 at 9:00 a.m.

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, can be obtained at The City of Roseville Corporation Yard, 2005 Hilltop Circle, Roseville, CA 95747 for a non-refundable fee of \$25.00 per set. If requested, Project Manuals will be mailed for a non-refundable fee of \$35.00. In addition, documents can also be reviewed at the following website: http://www.roseville.ca.us/business/bids_rfps_rfqs_and_rfis.asp. Please make checks payable to the City of Roseville. All communications relative to this project shall be directed in writing to Edward Winston at ewinston@roseville.ca.us.

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.

The City of Roseville hereby notifies all Bidders that:

1. The City will affirmatively ensure that, in any Contract entered into pursuant to this Notice to Contractors, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.
2. The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions General Conditions Section 7-1.07. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in California Government Code Section 16430.
3. The City has determined that the Contractor shall possess a valid Class C-39, Roofing Contractor's license at the time that the bid is submitted and the Contract is awarded.

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 award. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

4. The Work is to be done in Placer County. Pursuant to California Labor Code Section 1770, 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. 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 5 "Legal Relations and Responsibility" of the General Conditions.

5. Contractor Registration: No contractor or subcontractor may be listed on a bid 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 the bid proposal. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

City Clerk, City of Roseville

Dated: _____

Affidavits: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1: PROPOSAL REQUIREMENTS AND CONDITIONS

1-1.01 **GENERAL.** The Bidder shall carefully examine the Instructions to Bidders and all Contract Documents, and shall satisfy himself or herself as to the conditions with which he must comply prior to bid and to the conditions affecting the award of the Contract.

These Instructions to Bidders form a part of the Contract Documents. Capitalized terms are defined in General Conditions Section 1.

1-1.02 **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.

1-1.03 **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. 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.

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 and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever in 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 any risk or from properly fulfilling the terms of the Contract.

1-1.04 **PROPOSAL FORMS.** The Department will furnish to each Bidder a standard proposal form, 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 two copies 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.

1-1.05 **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 his total bid, in accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Part 1, Chapter 4). The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

1-1.06 **NONCOLLUSION DECLARATION.** Bidders shall submit a properly completed and executed "Noncollusion Declaration" conforming to the City's form "Noncollusion Declaration." (PROP – 15)

1-1.07 **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.

1-1.08 **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 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.

1-1.09 **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 his duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. A telegraphic or facsimile request is 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.

1-1.10 **ADDENDUM.** Proposals shall include all costs and account for all addenda issued prior to opening of bids. The Bidder is responsible for verifying that he has received all issued addenda. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

1-1.11 **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.

1-1.12 **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 bidding for any reason.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf, or are signed by an agent other than a partner of a partnership, or are signed by an agent for an individual, a power of attorney must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise the proposal will be rejected as irregular and unauthorized. Determination as to the validity of a power of attorney shall be in the City's sole discretion.

1-1.13 **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.

1-1.14 **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.

1-1.15 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may be listed on a bid 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 the bid proposal. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 2: AWARD AND EXECUTION OF CONTRACT

2-1.01 **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) calendar Days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the City 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 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 four (104) calendar 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.

2-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) calendar 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.

2-1.03 **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 Contractor shall within ten (10) calendar Days provide a commensurate increase in the penal amounts of the bonds required. 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 General Conditions, 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).

2-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at his or her 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 General Conditions. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

2-1.05 **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) calendar Days after the Contract has been awarded.

2-1.06 **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)

calendar Days after the Contract has been awarded, shall be cause for 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.

PROPOSAL TO THE DEPARTMENT OF ENVIRONMENTAL UTILITIES
DRY CREEK WASTEWATER TREATMENT PLANT ROOF PROJECT

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Residence _____

The Work to be done and referred to herein is in the City of Roseville, Placer County, State of California, and is to be constructed in accordance with the Contract Documents and the Prevailing Wage Rates of the Department.

The Work to be done is described in the Bidding Documents entitled DRY CREEK WASTEWATER TREATMENT PLANT ROOF PROJECT, City of Roseville, California.

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 Bidder has carefully examined the location of the proposed Work and the Contract Documents; and proposes, and agrees if this Proposal is accepted, that he or she 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, in the manner and time therein prescribed, and according to the requirements of the Engineer, as therein set forth, and that he or she 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 price and a total for the item in the respective spaces provided for this purpose in the Schedule of Bid Items.

In case of discrepancy between the price written in words and the price written in figures for the item, the price written in words shall prevail, provided, however, if the price written in figures is ambiguous, unintelligible or uncertain for any cause, then the amount written in words for the item shall prevail. In case of discrepancy between the unit price and the extension price, the unit price shall prevail. "Extension" shall mean the product of each unit price multiplied by the quantity. In the case where the unit price prevails, the total shall be corrected to reflect the actual extension.

If this Proposal shall be accepted and the undersigned shall fail to Contract, to provide evidence of insurance or to give the two (2) payment and faithful performance bonds required, with Surety satisfactory to the City all within fifteen (15) calendar Days after the Bidder has received notice from the Department that the Contract has been awarded, the City Council may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the Acceptance thereof shall be null and void and the forfeiture of such bid security accompanying this Proposal shall operate and the same shall be the property of the City of Roseville.

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: _____

The names of all persons directly involved in this project include:

Project Superintendent _____

Project Manager _____

The Director has the sole authority to approve or reject the above individuals or project team and to require their replacement prior to bid award.

In accordance with the provisions of California Labor Code Section 6707, whenever the State, a County, City and County, or City issues a call for bids for the construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five (5') feet or deeper, such call shall specify that each bid submitted in response thereto 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 applicable safety orders.

As required under the provisions of California Public Contract Code Section 4104 et seq., any person making a bid or offer to perform the Work, shall in his or her bid or offer, set forth:

(a)(1) The name, location of the place of business and Contractor license number 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 a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a

portion of the Work or improvement according to detailed Drawings contained in the Contract Documents, 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 or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater; (2)(A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors. (B) A state or local agency may implement subparagraph (A) at its option. (b) The portion of the Work that will be done by each such subcontractor under this act. The prime Contractor shall list only one subcontractor for each such portion as defined by the prime Contractor in his or her Bid.

The Contractor shall perform, with the Contractor's own organization and with workers under the Contractor's immediate supervision, work of a value not less than ten percent (10%) of the value of all work embraced in the contract except when certain items may be exempted by the Supplemental Provisions from said ten percent (10%) requirement.

In accordance with California Public Contract Code Section 4104 and following, each proposal shall have listed on the form provided with the proposal, the name, location of the place of business, and portion (type) of work of each California licensed subcontractor who will perform work or labor, or render service to the General Contractor in or about the construction of the work or improvement, or a licensed subcontractor who, under subcontract to the General Contractor, specially fabricates and installs 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 General Contractor's total bid, or in the case of bids or offers for the construction of streets or 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.

The Contractor shall list only one subcontractor for each portion of work in the bid. If a contractor fails to specify a subcontractor for any portion of the work to be performed under this contract in excess of one-half of one percent (0.5%) of the total bid, or for the construction of streets or highways including bridges, in excess of one-half of one percent (0.5%) or ten thousand dollars (\$10,000), whichever is greater, the Contractor shall perform that portion of the contract.

A listed subcontractor shall perform with the subcontractor's own organization and with workers under the subcontractor's immediate supervision, work of a value of not less than seventy-five percent (75%) of the value of each item of work for which the subcontractor is listed.

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.

THE REMAINDER OF THIS PAGE IS BLANK.]

DESIGNATION OF SUBCONTRACTORS

In accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, bidders must list the name, business address and Contractor license number 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. In addition, the Contractor shall also provide proof of current registration with the Department of Industrial Relations for all listed subcontractors with the bid proposal.

The apparent low bidder must submit a listing of license numbers for all subcontractors within ten days of bid opening.

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

IMPORTANT NOTICE: If Bidder, or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with State law providing for the registration of Contractors, Class _____
and License No. _____ Expiration Date _____

SIGN HERE: _____

(Signature of Bidder)

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature and title of the officer or officers authorized to sign Contracts on behalf of the corporation; if Bidder is a co-partnership, the name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the co-partnership; and if Bidder is an individual, his or her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address _____

Place of Residence _____

Dated _____, 20____.

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 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 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. In no case shall the liability of the Surety hereunder exceed the sum of \$ _____

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 Civic Center at 311 Vernon Street, Roseville, California, on _____, 20____ FOR Dry Creek Wastewater Treatment Plant Roof Project.

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 to him or her 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

Address

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

This page intentionally blank.

SCHEDULE OF BID ITEMS

NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	Mobilization, Demobilization, Bonds, Insurance	LS	1		
	NEW DIGESTER CONTROL BUILDING #88 ROOF				
2.	60 mil Tri-Polymer Alloy Single Ply Roof System	SF	2,600		
3.	Labor and Equipment	LS	1		
4.	Walkway	LF	120		
	OLD DIGESTER CONTROL #83/BOILER BUILDING				
5.	60 mil Tri-Polymer Alloy Single Ply Roof System	SF	2,710		
6.	Labor and Equipment	LS	1		
7.	Walkway	LF	120		
	BLOWER BUILDING ROOF				
8.	60 mil Tri-Polymer Alloy single ply roof system	SF	9,180		
9.	Labor and Equipment	LS	1		
10.	Walkway	LF	420		
	RAS BUILDING ROOF				
11.	60 mil Tri-Polymer Alloy Single Ply Roof System	SF	1,440		
12.	Labor and Equipment	LS	1		
13.	Walkway	LF	60		

TOTAL BID AMOUNT ITEMS 1 THROUGH 13 = _____ (Price in figures)

Total Bid Amount in Words _____

In case of discrepancy between words and figures of the total amount, the words shall prevail.

Bid amount of each of the above bid items must be filled in and completed in figures and written in words.

The above amount is for the completed Work and includes any and all sales taxes and levies, which may be applicable.

The undersigned has examined the location of the proposed Work and is familiar with the Specifications and the local conditions at the place where the Work is to be done. The undersigned has checked the above amount and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Number	_____	Date	_____
	_____	Date	_____
	_____	Date	_____
	_____	Date	_____

Failure to acknowledge addenda shall render the bid non-responsive and shall be cause for its rejection.

It is agreed that this proposal may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.

The undersigned understands that the Owner reserves the right to reject any or all bids and to waive any informality in bids received that in the judgment of the Owner is to the best interest of the Owner.

Respectfully submitted,

Signature of Bidder

Title

Date

Company

Business Address

Phone No.

License Number

Expiration 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)

END OF PROPOSAL

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"),

W I T N E S S E T H:

WHEREAS, the City Council of the City of Roseville, at a meeting held on the ____ day
of _____, 20____, approved plans and specifications consisting of the General
Conditions for Buildings and Grounds and Special Conditions for the Dry Creek Wastewater
Treatment Plant Roof 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 City 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 accordance with the aforementioned specifications,

NOW, THEREFORE, the parties hereto as follows:

1. THE WORK. CONTRACTOR agrees:

(a) To do the work and furnish all the labor, materials, tools, equipment and insurance required for the Dry Creek Wastewater Treatment Plant Roof 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 Department for Contract Administration as defined in the Contract Documents.

2. PAYMENT. CITY shall pay CONTRACTOR _____ for the Work to be done under this contract in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of all of the documents described in section 1-1.12 of the General Conditions.

All Contract Documents 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 \$1,000 per day as liquidated damages, in the event of such delay.

5. TIME OF ESSENCE. Time is of the essence of this Agreement.

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

7. 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.

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

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

10. 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.

11. 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 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

CONTRACTOR:

By: _____
ROB JENSEN
City Manager

By: _____
its: _____

ATTEST:

and

By: _____
SONIA OROZCO
City Clerk

By: _____
its: _____

APPROVED AS TO FORM:

Business License #: _____

By: _____
ROBERT R. SCHMITT
City Attorney

INSURANCE BROKER INFORMATION PACKET
DRY CREEK WASTEWATER TREATMENT PLANT ROOF PROJECT

NOTICE TO CONTRACTOR:

For your convenience, this package contains the Requirements for Insurance and Bonds for this project, including the necessary City forms. You are required to return these forms in addition to the executed Contract within fifteen (15) calendar Days after the award of the Bid. (See the Instructions to Bidders.)

Please insert the dollar amount of your accepted Bid into the blank on page INS-1 and present this entire package to your insurance broker if you are awarded the Bid.

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Notice to Insurance Broker	INS-1
Insurance Requirements	INS-2
Public Works Faithful Performance Bond	INS-8
Public Works Payment Bond	INS-10

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 the Dry Creek Wastewater Treatment Plant Roof 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, 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 for review.

Please refer to Supplementary Conditions for modifications of the General Conditions 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: \$_____.

Documents should be forwarded to or questions addressed to:

Office of the City Attorney
City of Roseville
311 Vernon Street
Roseville, CA 95678
(916) 774-5325

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 General Conditions of the project:

5-1.19 **INSURANCE COVERAGE.**

A. **Evidence of Maintenance Required.** The CONTRACTOR shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; 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 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.** Commercial General Liability, automobile liability, and worker's compensation insurance shall be maintained as follows:

1.	Commercial General Liability	\$2,000,000 each occurrence
	Minor Construction Project	\$4,000,000 aggregate
	(Projects under \$1,000,000)	Personal Injury:
		\$2,000,000 each occurrence
		\$4,000,000 aggregate
	Commercial General Liability for	\$5,000,000 each occurrence
	Major Construction Projects	\$10,000,000 aggregate

(Projects over \$1,000,000)

Personal Injury:
\$5,000,000 each occurrence
\$10,000,000 aggregate

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

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 volunteer, as additional insured (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 Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.

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.

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

2. Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

3. Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the worker's compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

4. Builder's Risk/Course of Construction Insurance:

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. 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.

5-1.19A **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Contract Conditions 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 the Contract Conditions 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. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible.

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

Bond No. _____
Premium \$ _____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND
(Dry Creek Wastewater Treatment Plant Roof Project)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____
as contractor ("PRINCIPAL") for the public work described as the Dry Creek
Wastewater Treatment Plant Roof 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 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, his or its heirs,
executors, administrators, successors or assigns, shall abide by, and in all respects
perform the covenants, conditions and provisions in said AGREEMENT and any
alteration thereof made as therein provided, on his or 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 and employees, 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, his or 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.

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: _____

ROBERT R. SCHMITT
City Attorney

Bond No. _____
Premium \$ _____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Dry Creek Wastewater Treatment Plant Roof Project)

WHEREAS, the City of Roseville ("City"), has awarded a bid and contract to _____ as contractor ("PRINCIPAL"), for the public work described as the Dry Creek Wastewater Treatment Plant Roof 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 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 contract price) 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, his or its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in § 3181 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California 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 attorney's 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 § 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: _____

ROBERT R. SCHMITT
City Attorney

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS

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SECTION 1
DEFINITIONS AND TERMS

1-1.01 **GENERAL.** The following abbreviations and terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as provided in this Section 1.

1-1.02 **ACCEPTANCE.** Formal Acceptance by resolution by the Roseville City Council of the Contract when completed in all respects in accordance with the Contract Documents and any modifications previously approved.

1-1.03 **ADDENDUM.** Document or written communication issued by the Department during the bidding period which modifies, supersedes, or supplements the Contract Documents.

1-1.04 **BIDDER.** Individual, firm, copartnership, association, or any combination thereof, submitting a Proposal for the Work, acting directly, or through a duly authorized representative.

1-1.05 **BIDDING DOCUMENTS.** Includes the Notice to Bidders, Bidding Requirements, Contract Conditions, Drawings and Addenda.

1-1.06 **CHANGE ORDER.** Any additions, deletions, or modifications of the Work to be done after the Agreement has been signed.

1-1.07 **CITY.** The City of Roseville.

1-1.08 **CITY ATTORNEY.** The City Attorney of the City.

1-1.09 **CITY CLERK.** The City Clerk of the City.

1-1.10 **CONTRACT.** Agreement relating to the Work to be performed, the labor, materials, and equipment to be furnished, and the payment to be made therefor. The Contract incorporates all of the Contract Documents.

1-1.11 **CONTRACT CONDITIONS.** Include the General Conditions, Supplemental Conditions, and Specifications.

1-1.12 **CONTRACT DOCUMENTS.** Include the Bidding Documents, the Bid or Proposal, Contract Bonds, the Contract, all required insurance certificates or endorsements, all required certifications or statements, Change Orders, any Contract Amendment, any City Standard which is incorporated by reference and these City of Roseville General Conditions for Buildings and Grounds.

1-1.13 **CONTRACTOR.** Individual, firm, co partnership, corporation, association, or any combination thereof, who has entered into the Contract with City.

1-1.14 **DAY OR DAYS.** Unless otherwise designated, Day or Days as used in the Contract Documents will be understood to mean calendar Day or Days.

1-1.15 **DEPARTMENT.** The Department for Contract Administration, as identified in the Supplemental Conditions.

1-1.16 **DIRECT COSTS.** Those cost items (including labor, materials, equipment and any subcontractor's work) that are used in the actual performance of, and are specifically and uniquely attributable to the Work or changed Work. Direct Costs do not include Overhead. Direct Costs include but are not limited to:

A. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be

apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees may include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above only to the extent authorized by City in writing.

B. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.

C. Payments made by Contractor to the subcontractors for work performed by subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

D. Costs of special consultants (including engineers, architects, testing laboratories, surveyors, and accountants) employed for services specifically, and only, related to the Work.

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value of such items used but not consumed which remain the property of Contractor.

3. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

4. Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by laws and regulations.

5. The cost of utilities (including the meter), fuel and sanitary facilities at the site.

6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

1-1-17 **DIRECTOR.** Director of the Department for Contract Administration or his or her designee.

1-1.18 **DRAWINGS.** The official Drawings including plans, elevations, sections, detail Drawings, diagrams, plated, General Notes, information and schedules thereon, or exact reproductions thereof, showing the location, character, dimension, and details of the

Work. The Drawings include any Drawings or plates bound within the Supplemental Conditions.

1-1.19 **GENERAL NOTES.** The written instructions, provisions, conditions or other requirements appearing on the Drawings and so identified thereon, which pertain to the performance of the Work.

1-1.20 **LABORATORY.** Established professional laboratories authorized by the City to test materials and Work involved in the Contract.

1-1.21 **LIQUIDATED DAMAGES.** The amount prescribed in the Supplemental Conditions to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Supplemental Conditions.

1-1.22 **OVERHEAD.** Business or administrative expenses (including but not limited to office expenses, administrative staff, rent, insurance, utilities) not chargeable to a particular part of the Work. The term "overhead" shall include any of the following:

A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in section 1-1.17, all of which are to be considered administrative costs covered by the Contractor's fee.

B. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

C. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

D. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except as provided in section 1-1.16.

E. Other overhead or general expense costs of any kind.

1-1.23 **OWNER.** City of Roseville.

1-1.24 **PROJECT MANUAL.** A book containing all Contract Documents.

1-1.25 **PREMISES.** Shall mean the area within construction easements, easements, rights of entry and City owned property which surrounds the Work Site, limited by the property lines thereof. In some cases Premises may coincide with the Work Site.

1-1.26 **ENGINEER OR ARCHITECT.** Private Engineer or Architect as a person, firm or corporation retained by the City of Roseville for this Work or portions thereof.

1-1.27 **SPECIFICATIONS.** The technical Specifications for the Work prepared by the Director or an Engineer or Architect describing in detail the nature of the Work, its components, any performance standards, and how the Work is to be constructed.

1-1.28 **SUPPLEMENTAL CONDITIONS.** The Supplemental Conditions are specific clauses modifying or supplementing these General Conditions.

1-1.29 **WORK.** The furnishing of all labor, and the furnishing and installing of all materials, articles, supplies and equipment as specified, designated, or required by the Contract Documents.

1-1.30 **WORK SITE.** All or portion of the Premises that the Work is limited to as shown on the Drawings or designated by the Director. Public streets are not included unless Work is being done within the street right-of-way.

SECTION 2

CONTROL AND SCOPE OF THE WORK

2-1.01 **AUTHORITY OF DIRECTOR.** The Contract shall be performed in a manner satisfactory to the Director who shall decide all questions which may arise as to the quality or acceptability of materials furnished and Work performed and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the interpretation of the Contract Documents; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Director shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

2-1.02 **INTENT OF CONTRACT DOCUMENTS.** The intent of the Contract Documents is to prescribe the details for the construction and completion of the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a satisfactory and workmanlike manner.

2-1.03 **COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS.** All Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete Work.

The Supplemental Conditions shall govern over the General Conditions and the Drawings. 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 and General Notes shall prevail over Drawings. The Specifications shall prevail over the Drawings. The Contract Conditions shall prevail over the Bidding Documents. The Contract shall prevail over the Contract Conditions.

Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply 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 the Contract Documents, reference shall be made to the Director. The decisions of the Director shall be final.

2-1.04 **SUBMITTALS.** It shall be the Contractor's responsibility to timely submit, so as to cause no delay in the Work, all shop Drawings, descriptive data, manuals, instructions, affidavits, samples for the various trades as required by the Supplemental and Technical Conditions, and offers of alternatives, if any. Such submittals shall be checked and coordinated by the Contractor with the Work of other trades involved before they are submitted to the Director for examination.

The Contractor shall deliver at least seven (7) copies of the Submittals to the Director. Work requiring the submittal of working Drawings, descriptive data or samples shall not begin prior to approval of said submittal by the Director.

The time allowed for review of each submittal will be as indicated in the Supplemental Conditions. Review time will start upon receipt of the submittal by the Director and will end

upon the Director's mailing of the submittals to the Contractor. Defective, incomplete or partial submittals will be returned to the Contractor unreviewed.

Submittals shall be made by a letter of transmittal that shall contain a list of all matter submitted and identification of all variations from the Contract Documents contained in the submittal. The letter and all items accompanying the same shall be fully identified as to project name and location, Contractor's name, district, county, and Contract number, with ample cross-references to the Contract Documents, to facilitate identification of items and their location in the Work.

All shop Drawings and supporting data, catalogs, schedules, shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. The Contractor shall check all submittals before submitting them to the Director.

2-1.04A **SHOP DRAWINGS.** The Contractor shall submit at least seven (7) copies of all shop Drawings required by the Supplemental Conditions or Specifications. Two (2) copies will be returned to the Contractor either approved for use or returned for correction and resubmittal. Shop Drawings include any drawing, which requires execution by a draftsman as distinguished from printed matter. The size of shop Drawings shall not exceed twenty-four (24") inches by thirty-six (36") inches.

2-1.04B **DESCRIPTIVE DATA.** The Contractor shall submit seven (7) copies of each set of manufacturer's brochures or other data required by the Supplemental Conditions or

Specifications. The City will examine such submittals and return two (2) copies either approved for use or returned for correction and resubmittal.

2-1.04C **SAMPLES.** The Contractor shall submit samples of articles, materials or equipment as required by the Supplemental Conditions or Specifications. The Work shall be in accordance with the approved samples. Samples shall be removed from City property when directed or may be incorporated in the Work if approved by the Director. Samples not removed by the Contractor will become the property of the City or, at the City's option, will be removed or disposed of by the City at the Contractor's expense.

2-1.04D **MANUALS, INSTRUCTIONS AND AFFIDAVIT.**

A. **Manuals and Instructions.** Where operation and maintenance manuals are required by the Supplemental Conditions, the Contractor shall submit three (3) sets of manuals, suitably bound, along with three (3) electronic copies in an approved format, to the Director within forty-five (45) Days after favorable review of the equipment or facilities. All manuals shall be marked to indicate the specific equipment furnished for this project and shall include:

1. Start-up instructions
2. Normal operation instructions
3. Trouble shooting instructions
4. Lubrication instructions
5. Maintenance and reinstallation instructions
6. Parts identification
7. List of spare parts recommended to have on hand
8. Operator safety

In addition, all operation and maintenance manuals for electrical equipment shall include:

9. Equipment ratings
10. Calibration curves and rating tables if appropriate

Operation and maintenance manuals for complex equipment shall also include:

11. Alternate specified operating modes
12. Emergency shutdown instructions
13. Normal shutdown instructions
14. Long term shutdown instructions

Operation and maintenance manuals for systems comprised of separate pieces of equipment shall include a system explanation of items 1, 2, 3, 11, 12, 13 and 14 as well as the instructions for the separate pieces of equipment.

B. Affidavits. Where required in the Supplemental Conditions or Specifications, manufacturers of equipment shall provide field service as a part of this project. Equipment shall not be considered ready for full time operation until after the authorized factory-trained and qualified manufacturer's representative for the specific equipment has checked and adjusted the equipment and certified by written affidavit that the equipment has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. Acceptable affidavits shall be submitted prior to completion of the Work. Affidavits shall contain the following specific wording:

“The (Name of Equipment) has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. The installation has been inspected and has been found to be in conformance with our (the manufacturer's) standards and requirements.”

No amplification, dilution, or modification of this specific wording will be permitted.

2-1.04E **ALTERNATIVES.** For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as “designated by brand name.” An alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

A. The Contractor shall submit his proposal for an alternative in writing. Such request shall be made in ample time to permit approval without delaying the Work.

B. No such proposal will be considered unless accompanied by complete information and descriptive data, necessary to determine the equality of the offered materials. The Contractor shall satisfy the Director as to the comparative quality, suitability, or performance of the offered material, articles, or equipment. In the event that the Director rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name shall be furnished.

The Director will examine, with reasonable promptness, such submittals, and return of submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents, nor shall it relieve the Contractor from responsibility for errors in the submittals. A failure by the Contractor to identify in his or her letter of transmittal, material deviations from the Contract Documents shall void the submittal and any action taken thereon by the Director. When specifically requested by the Director, the Contractor shall resubmit such shop Drawings, descriptive data and samples as may be required.

If any mechanical, electrical, structural, or other changes are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract, such changes shall not be made without the approval of the Director and shall be made without additional cost to the City.

2-1.05 **PRESERVATION AND CLEANING.** The Contractor shall clean up the Work at frequent intervals and at other times when directed by the Director. While finish Work is being accomplished, floors, Work areas and finished areas shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Premises his construction equipment and any waste materials not previously disposed of, leaving the Premises thoroughly clean and ready for final inspection.

2-1.06 **LIMITATIONS ON WORK SITE AND PREMISES.** The Contractor shall limit his construction operations to the Work Site unless otherwise shown on the Drawings or specified. The Contractor shall perform no operation of any nature over or on the Premises except such operations as are authorized by the Contract Documents or as authorized by the Director.

2-1.07 **DUST CONTROL.** During the performance of all Work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor. The Contractor shall comply with all applicable Air Quality Act requirements.

2-1.08 **SANITATION.** The Contractor shall provide sanitary facilities for all persons working on the Work.

2-1.09 **NIGHT WORK AND NORMAL WORKING HOURS.** Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain utility connections and street operations are anticipated to require night Work by the Contractor during low usage periods. The Contractor may also be required to prosecute the Work at night if, at any time, the Director shall deem it necessary for the progress of the Work, or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the Director. The Contractor will also be permitted to Work at night if he or she shall satisfy the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements. Certain activities are required to be performed at night for nominal progress of the Work and/or are specified to be performed at night by other portions of the Supplemental Conditions. When required, ordered, or permitted to Work at night, the Contractor shall provide sufficient and satisfactory lighting and other facilities therefor. The Contractor shall receive no extra payment for night Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

If Contractor performs work during weekends, holidays or any non-normal work hours, Contractor shall pay for required City Inspectors.

2-1.10 **LINES AND GRADES.** Unless otherwise provided in the Supplemental Conditions, the Contractor shall lay out all Work, including structures and pipelines, and shall be

responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Director's decision will be final.

As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all Work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Drawings and as required for the proper operation and function. The Contractor shall stake his Work area limits.

The Contractor's lay-out shall be based on existing structures, property lines, survey control, and bench marks established by the City. All structures and pipeline connections shall be installed based on actual elevation of existing structures to which connections are made.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Director in checking location and grades of the Work as set by the Contractor if the Director desires to perform this checking. This shall include moving materials and equipment located between monuments and the construction Work.

2-1.11 **PRESERVATION OF MONUMENTS.** Any monuments or bench marks disturbed by construction operations shall be repaired per the City's standard and promptly re-established by a registered land surveyor or civil engineer. A plat for each monument shall be furnished to the Director after the plat has been recorded with the County Recorder's Office at no additional cost to the City. The recorded plat shall serve as a record of the re-establishment of said existing survey points.

2-1.12 **FINAL CLEANUP.** Prior to final Acceptance of the Work, the Contractor shall thoroughly clean the Premises, remove all temporary structures built by or for

the Contractor, and remove all equipment and surplus construction material and debris from the area. The entire project, before Acceptance by the City, shall be left in a neat and clean condition. All Work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

2-1.13 **AS-BUILT PLANS.** The Contractor shall maintain one set of the full size prints furnished by the City and mark thereon any deviations from plan dimensions, elevations, or orientations. Also, the Contractor shall locate on said prints, all underground facilities, such as piping, conduits and tanks by accurate field measurement from structure walls, corners, etc. The Contractor shall submit the prints and an electronic CD in good condition to the Director upon completion of the job as a condition of Acceptance of the project. Marked prints shall be updated at least once each week and shall be available to the Director for review as to currency prior to developing partial payment estimates. After the completion of testing, but prior to Acceptance, the Contractor shall submit as built electrical Drawings and an electronic CD showing all components and their wiring, and as specified in the Supplemental Conditions.

2-1.14 **SUPERINTENDENCE.** The Contractor shall designate in writing before starting Work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting Work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods

when Work is suspended, arrangements acceptable to the Director shall be made for any emergency Work that may be required.

Whenever the Contractor or his or her authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Director, which shall be received and obeyed by the superintendent or foremen who may have charge of the particular Work in reference to which the orders are given.

Any order given by the Director, not otherwise required by the Supplemental Conditions to be in writing, will on request of the Contractor, be given or confirmed by the Director in writing.

2-1.15 **CHARACTER OF WORKER.** If any subcontractor or person employed by the Contractor shall appear to the Director to be incompetent or to act in a disorderly or improper manner, he or she shall be removed immediately on the requisition of the Director, and such person shall not again be employed on the Work.

2-1.16 **INSPECTION.** The Contractor shall at all times permit the Director to inspect the Work of any part thereof. The Contractor shall maintain proper facilities and provide safe access for such inspection by the Director to all parts of the Work, and to the shops where the Work is in preparation. Work shall not be covered up until authorized by the Director and the Contractor shall be solely responsible for notifying the Director where and when such Work is in readiness for inspection and testing. Should any such Work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

Whenever the Contractor intends to perform Work on Saturday, Sunday, or a legal holiday, he or she shall give notice to the Director of such intention forty-eight (48) hours prior

to performing such Work, or such longer period as may be specified so that the Director may make necessary arrangements.

2-1.17 **REMOVAL OF REJECTED AND UNAUTHORIZED WORK.** All

Work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Director and no compensation will be allowed the Contractor for such removal, replacement, or remedial Work.

Any Work done beyond the lines shown on the Drawings or established by the Director, or any Work done without written authority will be considered as unauthorized Work and will not be paid for. Upon order of the Director, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Director made under this section, the Director may cause rejected or unauthorized Work to be remedied, removed, or replaced, and the costs thereof will be deducted from any moneys due or to become due the Contractor.

SECTION 3

CHANGES IN THE WORK

3-1.01 **CHANGES.** The Department reserves the right to order changes in the Contract at any time prior to the Acceptance of the Work by the Director, and the Contractor shall comply with such order. Department also reserves the right to use its own forces or to contract with others to accomplish changes in the Work at its discretion. Changes or deviations from the Contract shall not be made without authority in writing from the Director, and any change to the Work without the Director's written approval will be considered unauthorized Work and will not be paid for.

On the basis set forth in this Section 3, the Contract Lump Sum Price shall be adjusted for any ordered change, which results in a change in the cost of the Work.

When ordered by the Director, the Contractor shall halt Work in the area affected by a proposed change. Whenever it appears to the Contractor that a change is necessary, the Contractor shall immediately notify the Director of the reasons for such change; however, Work in the area affected shall not be discontinued unless ordered by the Director.

For any approved change in the Work, the Contractor shall be entitled to an adjustment in time equal to the number of Days which completion of the entire Work is delayed due to the changed Work. The Contractor's cost estimate for the changed Work shall state the amount of extra time, if any, that he or she considers should be allowed for making the requested change. Failure to request additional time when submitting such estimate shall constitute a waiver of the right to later claim any adjustment in time based upon changed Work. Disagreement as to time adjustments shall not affect Contract price adjustments, nor shall it be cause for not proceeding

with the changed Work when ordered by the Director. The Contractor shall have the right, however, to further pursue a time adjustment in the event an agreement is not reached. The Contractor shall not be entitled to a time extension or adjustment for any Change Order or delays in activities not on the critical path unless the delay or change exceeds the total float of the activities being delayed or changed.

3-1.02 **ORDINARY CHANGE ORDERS.** The Contractor will be notified in writing of a proposed Change Order describing the intended change. Within fifteen (15) Days after receipt of a written request, the Contractor shall submit his proposed price to be added or deducted from the Contract price due to the change. The Contractor's proposed price to be added to or deducted from the Contract price shall be supported by a detailed estimate of cost prepared by the Contractor, vendor or supplier. The Contractor's proposed price submittal shall be accompanied by a statement of the time necessary for the changed Work, together with a description of how this time will be incorporated into the current Construction Schedule. The Contractor shall upon request by the Director permit inspection of his original Contract estimate, subcontract agreements or purchase orders relating to the change.

If agreement is reached on the adjustment in compensation as provided in Section 3-1.04, "Agreed Cost for Change Orders," of these General Conditions, the Contractor shall proceed with the Work as changed at the agreed price.

If the Contractor and the Director fail to agree as to the adjustment in compensation for the performance of the changed Work, the Contractor, upon written order from the Director, shall proceed immediately with the changed Work and the Contract price shall be adjusted in accordance with Section 3-1.05, "Failure to Agree to the Cost of Change Orders," of these General Conditions.

If the Contractor fails to submit his cost estimate within such fifteen (15) day period, the Contractor shall commence the Work as changed immediately upon receipt of written order of the Director, and the Contract price will be adjusted in accordance with the Director's cost estimate for the changed Work, unless the Contractor, within fifteen (15) Days following completion of changed Work, presents proof to the satisfaction of the Director that the Director's estimate of cost was in error.

3-1.03 **EMERGENCY AND INDETERMINATE TYPE CHANGE**

ORDERS. Changes in the Work made necessary by an emergency, as determined by the Director, or changes of a kind where the extent of the Work cannot be determined until completed, may be authorized by the Director in writing. The Change Order shall state that it is issued pursuant to this Section 3-1.03. Upon receipt of an authorized Change Order or other written order of the Director, the Contractor shall proceed with the ordered Work and the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required for the changed Work.

Within fifteen (15) Days after receiving a written request, the Contractor shall submit a detailed estimate of cost for the change and any requested change in Contract time in the same manner as required for ordinary Change Orders in Section 3-1.02 of these General Conditions.

3-1.04 **AGREED COST FOR CHANGE ORDERS.** If the Director and the Contractor agree as to the adjustment in compensation for the performance of changed Work on the basis of the Contractor's proposed cost estimate of the Work, the Contract price will be adjusted accordingly. The agreement shall be in writing and executed by both parties.

3-1.05 **FAILURE TO AGREE TO THE COST OF CHANGE ORDERS.**
When a proposed Change Order decreases the cost of the Work and the Director and the

Contractor fail to agree upon the decreased cost thereof, the Director's estimated decrease in cost shall be deducted from the Contract price. The Contractor will be allowed fifteen (15) Days after receipt of a Contract Change Order approved by the Director, in which to file a written protest setting forth in what respects he or she differs from the Director's estimate of decreased cost, otherwise the decision of the Director to deduct the estimate of decreased cost shall be deemed to have been accepted by the Contractor as correct.

In the event the Director and the Contractor fail to agree on the cost of a Change Order which increases the cost of the Work, the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required by the ordered change. At the end of each day's Work, the Contractor shall review the Director's daily job record comparing with his own records, and after agreement is reached, the daily job record shall be signed by both the Director and the Contractor and shall become the basis for payment for the changed Work. Upon completion of the Work under the Change Order, the Contractor shall submit an invoice listing only those items of labor, materials and equipment that were agreed to by both the Director and the Contractor to be in addition to the requirements of the Contract, together with allowable markups.

When there is a failure to agree as to cost, no payment for the changed Work will be made to the Contractor until all Work called for in the Change Order has been completed, except that progress payments may be made on those portions of the changed Work which the Contractor and the Director agree as to cost.

3-1.06 **ALLOWABLE COSTS FOR CHANGE ORDERS.** The only costs which will be allowed because of changed Work and the manner in which Such costs shall be computed are set forth in Sections 3-1.06(A) through 3-1.06(E) of these General Conditions.

Where the term "actual cost" is used in the aforesaid sections, it shall be deemed to mean "estimated cost" where the adjustment in compensation is of a necessity based upon estimated costs.

3-1.06(A) **LABOR.** The Contractor will be paid an amount based on the actual cost for labor and supervision directly required for the performance of the changed Work, including payments, assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the Work is performed, nor will the use of a labor classification, which would increase the cost, be permitted unless the Contractor establishes to the complete satisfaction of the Director the necessity for payment at a higher rate.

3-1.06(B) **MATERIALS.** The Contractor will be paid an amount based on the actual cost of the materials directly required for the performance of the changed Work. Such cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the City. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the current wholesale price for such materials. If, in the opinion of the Director, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to him or her from the actual supplier, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required. The Department reserves the right to

furnish such materials required by the Change Order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

3-1.06(C) **EQUIPMENT.** The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Director in the performance of the changed Work. No payment will be made for time while equipment is inoperative due to breakdowns or on Days when no Work is performed. In addition, the rental time shall include the time required to move the equipment to the Work from the nearest available source of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed Work during the time between move in and move out. Individual pieces of equipment having a replacement value of One Hundred Dollars (\$100) or less shall be considered to be tools or small equipment, and no payment will be made therefore. For equipment owned, furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the Work is performed.

3-1.06(D) **MARKUPS.** When a Change Order increases the cost of the Work, the Contractor may add the following maximum markups to its actual costs of labor, materials, or equipment rental:

16 1/2 percent for labor;

16 1/2 percent for materials; and

16 1/2 percent for equipment rental.

The above markups include full compensation for bonds, profit and Overhead and shall not include work done by a subcontractor. When a Change Order decreases the cost of the Work, the reduction in cost shall include a five percent (5%) markup on the estimated cost for furnishing the labor, materials and equipment, which would have been used on such Work, had the Change Order not been issued.

When a Change Order involves both added Work and deleted Work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted Work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of sixteen and one-half percent (16.5%) shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of sixteen and one-half percent (16.5%) shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of five percent (5%) shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

Contractor shall not add mark-ups on work performed and billed by City staff.

3-1.06(E) **GENERAL LIMITATIONS.** In no event shall any actual cost for added Work be recognized in excess of market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the Director that he or she investigated all possible means of obtaining such Work at prevailing market values and that the excess cost could not be avoided. The Director shall determine the necessity for incurring the costs enumerated above, and as to whether they are directly at the option of the Director. When a Change Order deletes

Work from the Contract, the computation of the cost thereof shall be the values that prevailed at the time bids for the Work were opened.

When Change Order Work is performed by a subcontractor, Contractor's compensation shall be based on all Direct Costs as listed in the subcontractor's portion of the proposal and an amount determined by the Director not to exceed fifteen percent (15%) to Contractor as Overhead and profit.

It is understood and agreed by the City and the Contractor that the Contractor will incur Overhead costs for temporary facilities, superintendence, home office Overhead, and similar cost items, and that the costs of such Overhead for the full Contract period through the specified completion date are included in the Contractor's lump sum bid amounts included in his accepted Proposal. 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.

3-1.07 If the Contract price increases by the issuance of Change Orders, the Contractor shall within ten (10) calendar Days provide a commensurate increase in the penal amounts of the bonds required.

SECTION 4

CONTROL OF MATERIALS

4-1.01 **MATERIALS.** The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Supplemental Conditions to be furnished by the City and materials furnished by the City in accordance with Section 3, "Changes in the Work," of these General Conditions.

Unless otherwise specified in the Supplemental Conditions, materials furnished by the Contractor for incorporation into the Work shall be new. When the quality or kind of materials, articles, or equipment is not particularly indicated, then the quality or kind thereof shall be similar to those that are indicated.

Articles or materials to be incorporated in the Work shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

All materials which do not conform to the requirements of the Contract Documents as determined by the Director, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the Work, unless otherwise permitted by the Director. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work, unless approval in writing has been given by the Director. Upon failure of the Contractor to comply promptly with any order of the Director made under these provisions, the Director shall have the authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Manufacturer's warranties, guaranties, instruction sheets and parts lists, which are furnished with certain materials incorporated in the Work, shall be delivered to the Director before Acceptance of the Contract.

Unless otherwise designated in the Supplemental Conditions or Specifications, materials furnished by the City will be delivered to the job site. Materials furnished by the City that are designated in the Supplemental Conditions as available at locations other than the job site shall be hauled to the site of the Work by the Contractor at his expense, including any necessary loading and unloading that may be involved.

The Contractor will be held responsible for all materials furnished to him or her, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Department for the cost of replacing City-furnished material and such costs may be deducted from any moneys due or to become due the Contractor.

4-1.02 **PRODUCT AND REFERENCE STANDARDS.** When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the Work is dated.

When standards or test designations of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered a part of the Contract. When such references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the Work is dated shall be considered as part of the Contract.

4-1.03 **SAMPLING AND TESTING OF MATERIALS.** Unless otherwise specified, all tests shall be performed in accordance with the methods used by the State Department of Transportation (Caltrans) and shall be made by the Director or his or her designated representative.

The State Department of Transportation has developed test methods for testing the quality of materials and Work. These test methods are identified by California Test followed by the serial number. Copies of individual tests are available at the State Department of Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever a reference is made in the Supplemental Conditions to a California Test by number, it shall mean the California test in effect on the day the Notice to Contractors for the Work is dated.

Whenever the Supplemental Conditions provide an option between two (2) or more test methods, the Director will determine the test method to be used.

Whenever a Supplemental Condition, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to the Director. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of the Section 4-1.03 and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Director may at his or her discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced Supplemental Conditions

and furnished by the Contractor at his or her expense. The number of such samples and test specimens shall be entirely at the discretion of the Director.

When requested by the Director, the Contractor shall furnish, without charge, samples of all material entering into the Work, and no material shall be used prior to approval by the Director, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

A. Inspection and Access for Testing: The Contractor shall provide safe access for the Director and his or her inspectors to adequately inspect the quality of Work and the conformance with the Supplemental Conditions. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

The Contractor shall submit samples or specimens of such materials to be furnished or used in the Work as the Director may require. The Contractor shall furnish the Director all necessary labor and facilities for such things as excavation in the compacted fill to depths required to take samples.

Inspections, tests, or favorable review by the Director or others shall not relieve the Contractor from his or her obligations to perform the Work in accordance with the requirements of the Contract Documents.

Work covered without the favorable review or consent of the Director shall, if required by the Director, be uncovered for examination at the Contractor's expense.

If the engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of

the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was not covered without favorable review of the Director, the Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, to cover his or her costs directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

Whenever the Contractor varies the period during which Work is carried on each day, he or she shall give due notice to the Director so that proper inspection may be provided. Any Work done in the absence of the Director may be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Director and other agents of the City. Authorized representatives and agents of the Director shall be permitted access to inspect all Work and materials wherever it is required for preparation of progress reports, and the Contractor shall provide proper facilities for such access and inspection.

It is the Contractor's responsibility to supervise the Work and complete the project in accordance with the Contract Documents. In the course of managing that effort, the Contractor shall generate his or her own punch lists as deemed necessary. The Director may prepare punch lists for the Director's own use in communicating with the Contractor; however, the Director shall be under no obligation to prepare punch lists for the Contractor. In general, the Director will prepare punch lists only after the Contractor has given the Director written notice that the subject Work is completed and tested in accordance with the Contract Documents and is

ready for operation and/or use and/or occupancy. Failure of the Director to include an item in a punch list shall not relieve the Contractor of his duty to satisfactorily complete all Work required by the Contract Documents.

Upon final completion of the construction Work and request by the Contractor, the Director will conduct a final inspection as a basis for recommending to the City that the Work be accepted.

B. Field and Materials Testing. Where the Supplemental Conditions require Work to be specially field tested or approved, it shall be tested only in the presence of the Director after timely notice of its readiness for inspection and test, and the Work after testing shall be covered up only upon the consent thereto of the Director.

The results of any tests made are for the information of the Director. Regardless of any test results, the Contractor is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Drawings and Supplemental Conditions.

Except as specifically required under detailed materials Supplemental Conditions for shop testing and inspection, all tests of materials furnished by the Contractor where tests will be made by the Director will be done in accordance with commonly recognized standards of national organizations. The Contractor shall furnish such samples of all materials as required by the Director without charge. No material shall be used unless it has been favorably reviewed by the Director.

Where such inspection and testing are to be conducted by an independent Laboratory or agency, the sample or samples of materials to be tested shall be selected by such Laboratory or agency, or the Director, and not by the Contractor.

C. Costs of Testing.

1. Initial Services: The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be deducted by the City from the balance owed the Contractor. The Contractor shall furnish samples of materials for testing as may be required by the Director. Such samples shall be furnished without cost to the City.

2. Retesting: When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing Laboratory and the cost thereof will be deducted by the City from the balance owed the Contractor.

Contractor shall be billed for each additional test.

3. Contractor Convenience Testing: Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

4. When in the opinion of the Director additional tests or inspections are required because of the manner in which the Contractor executes his Work, such tests and inspections shall be paid for by the City, but will be deducted from the Contract price. Examples of such tests and inspections are tests of materials substituted for previously accepted materials or substituted for specified materials, retests made necessary by failure of material to comply with the requirements of the Specifications, load tests made necessary because of portions of the structure not fully meeting Specifications or plan requirements, etc.

4-1.04 **CERTIFICATES OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Supplemental Conditions

require that such a Certificate be furnished. In addition, the Director may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Supplemental Conditions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Director.

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

5-1.01 **LAWS TO BE OBSERVED.** The Contractor shall keep informed of and observe, and comply with and cause all of his or her agents and employees to observe and comply with, all prevailing Federal and State laws, and rules and regulations made pursuant to said Federal and State laws, and county and municipal ordinances, and regulations, which in any way affect the conduct of the Contract. If any conflict arises between provisions of the Contract and any such law above referred to, the Contractor shall notify the Director at once in writing. The Contractor shall protect and indemnify the City or any of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, rule, or regulation, whether by him or herself or his or her agents or employees.

5-1.02 **HOURS OF LABOR.** Eight (8) hours labor constitutes a legal day's work. The Contractor or subcontractor shall, as a penalty to City, forfeit Twenty-five (\$25) Dollars for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said Section 1815.

5-1.03 **NONDISCRIMINATION.**

A. Attention is directed to Labor Code Section 1735, which reads as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

B. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, medical disability, medical condition, marital status, age, sex or sexual orientation. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the agreement.

5-1.04 **PREVAILING WAGE.** The Contractor shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 the Contractor shall forfeit as a penalty to the City Fifty Dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such Work or craft in which such worker is employed for any public work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated Prevailing Wage Rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated Prevailing Wage shall be paid to each worker by the Contractor or subcontractor.

Pursuant to the provisions of California Labor Code Sections 1773, the Department has identified the source, stated below, of the General Prevailing Rate of Wages applicable to the Work to be done, for straight time, overtime, and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is a part of this Contract.

Pursuant to Labor Code Section 1773.2, General Prevailing Wage Rates set forth above, which forms a part of this Contract, shall be posted by the Contractor at a prominent place at the site of the Work.

Prevailing Wage Rates to be posted at the job site will be furnished by the Department.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the Prevailing Wage Rate set forth in

the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her Bid, and will not under any circumstances be considered as the basis of a claim against the City or Contract.

5-1.05 **TRAVEL AND SUBSISTENCE PAYMENTS:** [Reserved]

5-1.06 **PAYROLL RECORDS.** The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by his or her subcontractors.

A. Each Contractor and subcontractor shall keep accurate and current payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

B. The payroll records enumerated under subdivision A shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision A shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. The City reserves the right to withhold any progress payments to the Contractor in the event of noncompliance with the subsection.

(3) A certified copy of all payroll records enumerated in subdivision A shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. Each Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within ten (10) Days after receipt of a written request.

E. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor- management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent the disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor

management committee reasonable attorney's fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

F. The Contractor shall inform the City of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

G. The Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply with the ten (10) day period, the Contractor shall, as a penalty to the State or City, forfeit twenty-five (\$25) Dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payment or final payment then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

5-1.07 **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.

Contractor shall inform CITY in advance of the quantity of chemical(s) to be used for the project and the total quantity of chemical(s) that will be brought onto City property. In addition, Contractor shall provide CITY with one copy of the Material Safety Data Sheet (MSDS) for each chemical expected to be used to complete the project.

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 State 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 (100') or more square feet 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 General Conditions 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 his proposal as separate Bid Items.

5-1.08 **APPRENTICES.** Attention is directed to Labor Code Sections 1777.5, 1777.6 and 1777.7 and Title 8, California Code of Regulations Section 200 et seq. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some questions exist, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of Work on the public works Contract. Responsibility for compliance with this section lies with the prime Contractor.

It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

5-1.09 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.10 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

"I am aware of the provisions of Labor Code Section 3700 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."

5-1.11 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Government Code Section 11017.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

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.

5-1.12 **USE OF PESTICIDES.** The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work on the Contract.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.13 **SOUND CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

5-1.14 **ENVIRONMENTAL CLEARANCES; MITIGATION**

MONITORING PROGRAMS; AND REGULATORY AGENCY PERMIT

REQUIREMENTS. The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

Contractor shall comply with: 1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and 2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the CITY, its officers, agents, and employees from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor's negligence or willful misconduct in the performance of this Agreement.

5-1.15 **PERMITS AND LICENSES.** The Contractor shall procure all permits and licenses in coordination with the Director and give all notices necessary and incident to the due and lawful prosecution of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. All fees and connection charges specifically related to the Work shall be paid by City. The Contractor shall obtain and maintain a City business license.

5-1.16 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed

pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, and lakes from pollution with fuels, oils, bitumen, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes.

5-1.17 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walks, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within 48 hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

If the Contractor damages any buildings, roads or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.18 **RESPONSIBILITY FOR DAMAGE.** The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and the City 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 other 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 the Contractor's 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, Directors, agents, subcontractors, 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 indemnify and save harmless includes 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, and its officers, agents, employees, and volunteers from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary on the part of the City, the Contractor, the subcontractor or employee of any of these, except that such duty does not apply where the injury or damage is due to the sole or active negligence 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 Department 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) 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 7-1.05, "Partial Payments," of these General Conditions.

C. If the City has 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 matter for which such retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

5-1.19 **INSURANCE COVERAGE.**

A. Evidence of Maintenance Required. The Contractor shall, at all times, maintain in full force and effect the insurance required by this section; and the Contractor shall not allow any subcontractor to commence Work until similar insurance required of the subcontractor has been obtained and filed. A 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. The Certificate shall provide that at least ten (10) Days prior written notice 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 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. Commercial General Liability, automobile liability, and workers' compensation insurance shall be maintained as follows:

- | | | |
|----|---|--|
| 1. | Commercial General Liability for
Minor Construction Projects
(Projects under \$1,000,000) | \$2,000,000 each occurrence
\$4,000,000 aggregate
Personal Injury:
\$2,000,000 each occurrence
\$4,000,000 aggregate |
| | Commercial General Liability for
Major Construction Projects
(Projects over \$1,000,000) | \$5,000,000 each occurrence
\$10,000,000 aggregate
Personal Injury:
\$5,000,000 each occurrence
\$10,000,000 aggregate |

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

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 insured (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 Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.

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.

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

2. Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

3. Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement; for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the workers' compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

4. Builder's Risk/Course of Construction Insurance: 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. 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.

5-1.19(A) **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Contract Conditions 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 the Contract Conditions 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 CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

5-1.20 **THIRD PARTY BENEFICIARY.** Nothing in the Contract is intended to make the public or any member thereof a third party beneficiary hereunder, nor is any term

and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

5-1.21 **OCCUPANCY BY THE DEPARTMENT PRIOR TO**

ACCEPTANCE. The Department reserves the right to occupy all or any part of the project prior to completion of the entire Contract, upon written order therefor. In such event, the Contractor will be relieved of responsibility for any injury or damage to such part as results from such occupancy and use by the Department. If the Contractor carries insurance against damage to such Premises or against liability to third persons covering the Premises so used and occupied by the Department, and of such occupancy results in increased premiums for such insurance, the Department will pay to the Contractor the added cost for such insurance during the period of occupancy.

Such occupancy does not constitute Acceptance by the Director either of the complete Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full guarantee period after such Acceptance, as provided in Section 7-1.09, "Guarantee," of these General Conditions.

5-1.22 **RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT.** If, after installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities until they can, without damage to the City, be taken out of service for correction or replacement. Such period of use of the defective facilities, pending correction or replacement, shall in no way decrease the guarantee period required for the acceptable corrected or replaced items of materials or equipment.

5-1.23 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and he shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.

B. Occupancy and use by the Department or the public prior to the completion of the entire project.

C. Acts of the Federal Government or the public enemy.

5-1.24 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at his or her own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including

without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall observe at his or her own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then he or she shall be liable for any or subsequent to discovery thereof, and he or she shall repair and make good such damage at his or her own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the OSHA Construction Safety Orders which states in part:

"Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation."

The location of known existing utilities and pipelines are shown on the Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and he or she will be held responsible for their repair if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of his proposed construction schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines

shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, he shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.25 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.05, "Partial Payment," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.05.

5-1.26 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.27 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City shall be personally responsible for any liability arising under the Contract.

5-1.28 **PATENTS.** The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and agrees to indemnify and save harmless the City, and its duly authorized representatives, from all

suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

5-1.29 **PAYMENT OF TAXES.** The Contract price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

5-1.30 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.31 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet below the surface City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5-1.32 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. All persons engaged in the Work will be considered as employees of the Contractor. The Contractor shall give his or her personal attention to the fulfillment of the Contract and shall keep the Work under his or her control. When any subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among subcontractors or between Contractor and one or more subcontractors concerning responsibility for performing any part of the Work.

The Contractor shall not substitute any person as subcontractor in place of a subcontractor listed on his bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting Fair Practices Act" beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject him or her to penalties which may include cancellation of Contract, assessment of ten percent (10%) of the subcontractor's bid, and disciplinary action by the State Contractors' License Board.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or his surety of

their responsibilities under the Contract nor will the Director consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to him or her under the Contract and such assignment will be recognized by the Department, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the Department and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the Department for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** The Contractor shall begin Work within fifteen (15) Days after receiving Notice to Proceed from the Director and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions.

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

Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by him or her in advance of the said date of approval shall be considered as having been done by the Contractor at his or her own risk and as a volunteer unless said Contract is so approved.

6-1.04 **PROGRESS SCHEDULE.**

A. **Preliminary Progress Schedule:** The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress

Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the calendar Days set forth above for completion of the Work, and shall be subject to favorable review by the Director.

B. CPM Schedule: The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a critical path method (CPM) format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book "CPM in Construction, A Manual for General Contractors," or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and Acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction

activities, the submittal and favorable review of samples of material and shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the construction schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant submittals shall be scheduled along with manual submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

- (a) preceding and following event numbers
- (b) activity description and number
- (c) estimated duration of activities
- (d) earliest start date (by calendar date)
- (e) earliest finish date (by calendar date)
- (f) actual start date (by calendar date)
- (g) actual finish date (by calendar date)
- (h) latest start date (by calendar date)
- (i) latest finish date (by calendar date)
- (j) slack or float
- (k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) calendar Days after receipt of Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) calendar Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing

and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in his or her method of operating and scheduling, he or she shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) calendar Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network

diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review: Once each month, on a date mutually agreed upon, but no later than seven (7) working Days after the monthly schedule progress report date, a jobsite meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his activities for testing, inspection, etc.

D. Schedule Revisions: The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) working Days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with his or her proposal.

E. Cash Flow Projection: A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed

Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **TEMPORARY SUSPENSION OF WORK.** The Director shall have the authority to suspend the Work wholly or in part, for such period as he or she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as he or she may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

If a suspension of Work is ordered by the Director, due to normal inclement weather, or due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract, the Days on which the suspension order is in effect shall not entitle the Contractor to an extension of time.

If any delay to the current controlling operation or operations is caused the Contractor by specific order of the Director to stop Work due to any reason other than those described in the preceding paragraph, and such suspension of Work is without the fault or negligence of the Contractor, such delay, if it affects construction tasks which are considered to be "controlling" on the construction schedule, will entitle the Contractor to an equivalent extension of time, except as otherwise provided in the paragraphs herein covering "Termination of Contract." Application for extension of time shall be presented in writing to the Director within fifteen (15) Days of start of delay and shall be accompanied by the formal consent of the Sureties, but an extension of time, whether with or without such consent, shall not release the Sureties from their obligation which shall remain in full force until the discharge of the Contract. The decision of the Director with regard to such requests shall be final.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of his or her legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record Drawings, and manuals, cleanup, demolization, and all other Work within the number of calendar Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two (2") inches.

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as "unusual," the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for installation affects construction tasks which are "controlling" or which are on the "critical path" of the construction schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay

exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director or their designee.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract that in case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of calendar Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in finishing the Work in excess of the number of Days prescribed; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the Department may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the Director shall have the right to increase the number of Days or not, as he or she may deem best to serve the interest of the City, and if he or she decides to increase the said number of Days, he or she shall further have the right to charge to the Contractor, his or her heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as he or she may deem proper, of the actual cost of

engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

The Contractor will be granted an extension of time and will not be assessed with Liquidated Damages or the cost of engineering and inspection for any portion of the delay in completion of the Work beyond the time named in the Supplemental Conditions for the completion of the Work caused by acts of God or of the public enemy, fire, floods, tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, freight embargoes, and unusual inclement weather as described in Section 6-1.07; provided, that the Contractor shall notify the Director in writing of the causes of delay within fifteen (15) Days from the beginning of any such delay. The Director shall ascertain the facts and the extent of the delay, and his or her findings thereon shall be final and conclusive.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Director documentary proof that he or she has diligently made every effort to obtain such materials from all known sources within reasonable reach of the Work and further proof in the form of supplementary progress schedules, as required in Section 6-1.04, "Progress Schedule" of these General Conditions that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time.

If the Contractor is delayed in completion of the Work by reason of changes made under Section 3, "Changes in the Work," of these General Conditions or by any act of the Director or of the Department, not contemplated by the Contract, an extension of time commensurate with the

delay in completion of the Work thus caused will be granted and the Contractor shall be relieved from any claim for Liquidated Damages, or engineering and inspection charges or other penalties for the period covered by such extension of time; provided that the Contractor shall notify the Director in writing of the causes of delay within fifteen (15) Days from the beginning of any such delay. The Director shall ascertain the facts and the extent of the delay.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for Liquidated Damages or engineering and inspection charges for any period of delay in completion of the Work other than that expressly provided for in this Section 6-1.08. Progress payments made after the completion date shall not be construed as a waiver of Liquidated Damages.

6-1.09 **CLAIMS FOR EXTRA COMPENSATION FOR DELAYS.** It is understood and agreed by the City and the Contractor that the Contractor will incur Overhead costs for temporary facilities, superintendence, home office Overhead, and similar cost items, and that the costs of such Overhead for the full Contract period through the specified completion date are included in the Contractor's lump sum bid amounts included in his accepted Proposal. 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.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF CONTRACT – “CONVENIENCE OF CITY.”**

The Department reserves the right to terminate the Contract at any time if the Director determines that to do so would be in the best interest of the City.

Termination of the Contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

1. The Director will issue the Contractor a written notice signed by the Director, specifying that the Contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Director, the Contractor shall:

(a) Stop all Work under the Contract except that specifically directed to be completed prior to Acceptance.

(b) Perform Work the Director deems necessary to secure the project for termination.

(c) Remove equipment from the site of the Work.

(d) Take such action as is necessary to protect materials from damage.

(e) Notify all subcontractors and suppliers that the Contract is being terminated and that their Contracts or orders are not to be further performed unless otherwise authorized in writing by the Director.

(f) Provide the Director with an inventory list of all material previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the Director may request.

(g) Dispose of material not yet used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including material for which partial payment has been made as provided in Section 7-1.05, "Partial Payments,"

of these General Conditions and with bills of sale or other documents of title for such materials.

(h) Subject to the prior written approval of the Director, settle all outstanding liabilities and all claims arising out of subcontracts or orders for material terminated hereunder. To the extent directed by the Director, the Contractor shall assign to the Department all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

(i) Furnish the Director with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.

(j) Take such other actions as the Director may direct.

2. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.05, "Partial Payments," of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to

be terminated shall terminate when title and delivery of such materials has been taken by the City.

When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, he or she will recommend that the Director formally accept the Contract, and immediately upon and after such Acceptance by the Director, the Contractor will not be required to perform any further Work thereon and shall be relieved of his or her Contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the Director.

3. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

(a) The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

(b) A reasonable allowance for profit on the cost of the Work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that he or she would have made a profit had the Contract be completed and

provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.

(c) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.

(d) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's subcontractors, necessary to determine compensation in accordance with this Section shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

The provisions of this Section shall be included in all subcontracts.

6-1.10B

TERMINATION OF CONTROL - "DEFAULT OF

CONTRACTOR." Failure to supply an adequate working force, or material of proper quality, or in any other respect to prosecute the Work with the diligence and force specified by the Contract, is grounds for termination of the Contractor's control over the Work and for taking over the Work by the City. Contractor shall take such action as is reasonably necessary to protect materials from damage and safely secure the site, as directed by City.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** The Contract will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk, when the whole shall have been completed in all respects in accordance with the provisions of the Contract Documents to the full satisfaction of the Department.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the Director, 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 Director due written Notice

of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 3, "Changes in the Work," or Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions.

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 fifteen (15) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

It is the intention of this Section 7-1.03 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 written Notice of Potential Claim as herein required was filed.

The claims process specified in this Section 7-1.03 does not supplant the requirement to present a statutory claim as required by the Government Claims Act, Cal. Gov't Code § 905, prior to the filing of an action.

7-1.04 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts

due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350 et seq..

7-1.05 **PARTIAL PAYMENTS.** The Contractor, once in each month shall prepare a request for partial payments, for approval by the Director. The estimate shall include the total amount of Work done and acceptable materials, provided such acceptable materials meet the conditions set forth in Section 7-1.06.

The Department shall retain five percent (5%) of such estimated value of the Work done and five percent (5%) of the value of materials so estimated to have been furnished, delivered and unused or furnished and stored as described in Section 7-1.06, as partial security for the fulfillment of the Contract by the Contractor.

The Department shall pay monthly to the Contractor, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Director, the Work is not proceeding in accordance with the provisions of the Contract, or when in his or her judgment the total value of the Work done since the last estimate amounts to less than Three Hundred (\$300) Dollars.

No such estimate or payment shall be construed to be an Acceptance of any defective Work or improper materials.

Attention is directed to the express prohibition against payment to unlicensed Contractors, the provisions of which are set forth in Section 1-1.02, "Competency of Bidders," of the Instruction to Bidders.

7-1.06 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**
Partial payments may be made to the extent of seventy-five percent (75%) of the delivered cost

of materials and equipment to be incorporated in the Work, provided that such materials meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

A. Equipment and materials will only be eligible if given conditional or final Acceptance by the Director and are in apparent compliance with favorably reviewed shop Drawings.

B. Only equipment or materials which have received favorable review of shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated in project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.07 **PAYMENT OF WITHHELD FUNDS.** Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to 7-1.05 of General Conditions without any retention. If the Contractor so elects, he or she and a City approved escrow company shall execute a City form retention agreement in a form approved by the City Attorney and meeting all requirements imposed by the City Attorney (copies of which are available in the Office of the City Attorney) by which the Contractor shall deposit with the escrow company securities with a value equivalent to the retention which would otherwise be withheld by the City. Said security and agreement shall be as provided in California Public Contracts Code Section 22300, and shall be approved by the City both as to sufficiency and form.

7-1.08 **FINAL PAYMENT AND CLAIMS.** Final payment will be made within fifteen (15) working Days following the expiration of the thirty-five (35) calendar day lien

period. The start of this period is the date the County Recorder files the Notice of Completion. Notwithstanding the foregoing, the retention monies described in section 7-1.05, exclusive of stop payment notice withholds, shall be released in accordance with law.

7-1.09 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.08, "Final Payment and Claims," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.08, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.09, provided, however, if the total sum to be paid is less than \$100, no such payment shall be made.

7-1.10 **GUARANTEE.** The Contractor hereby unconditionally guarantees that the Work will be done in accordance with the requirements of the Contract, and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of Acceptance of the Contract, unless a longer guarantee period is required by the Supplemental Conditions.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) calendar Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract or of any defects in the Work, the Contractor will commence and prosecute with due diligence

all Work necessary to fulfill the terms of this guarantee, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, he or she does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's and equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished caused by the negligence of the supplier's agents, employees or subcontractors. Stated in another manner, the warranty contained in this section shall not amount to nor shall it be deemed to be a waiver by the City of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have against the supplier of the equipment to be furnished under the Contract Conditions for defective workmanship or defective materials or against the Contractor under the laws of this State pertaining to acts of negligence.

7-1.11 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by him or her, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any

materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this Paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS

DRY CREEK WASTEWATER TREATMENT PLANT ROOF PROJECT

Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
	ELECTRIC SPECIFICATIONS 2090 Hilltop Circle, Roseville, CA 95747
	PARKS CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: N/A.

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

However, note that the following changes have been made to pages other than contained within the General Conditions: I. Instructions to Bidders, pages INT 1-9 are changed as follows:

a. Section I: Proposal Requirements and Conditions of the Instructions to Bidders on page INT-6 is hereby amended to add the following paragraph: “1-1.16 Qualification and References: The

Bidder shall, at the time of bid submittal, furnish Bidder qualifications as follows: The Bidder's Contractor (or the Bidder's listed roofing subcontractor or roofing material manufacturer) should have utilized the material on a minimum of 3 projects within the past five years (with reference contact information provided) where the roofing material has been successfully installed. The 3 projects listed shall consist of the same roofing materials that the Contractor is bidding (the 60 mil Tri-Polymer Alloy Single Ply Roof System per the SCHEDULE OF BID ITEMS as listed in the PROPOSAL."

SECTION 1. DEFINITIONS AND TERMS

1-1.16 **DEPARTMENT.** Section 1-1.16 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Environmental Utilities Department of the City of Roseville.

1-1.26 **ENGINEER OR ARCHITECT.** Section 1-1.26 of the General Conditions is amended to the following:

Engineer. The Environmental Utilities Director or the duly authorized representative.

SECTION 2. CONTROL AND SCOPE OF WORK

2-1.04 **SUBMITTALS.** Section 2-1.04 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is 14 days after receipt of the submittal by the Director.

SECTION 3. CHANGES IN THE WORK

3-1.01 **CHANGES.** Section 3-1.01 of the General Conditions is deleted in its entirety and replaced with the following:

The Department reserves the right to order changes in the Contract at any time prior to the Acceptance of the Work by the Director, and the Contractor shall comply with such order. Department also reserves the right to use its own forces or to contract with others to accomplish changes in the Work at its discretion. Changes or deviations from the Contract shall not be made without authority in writing from the Director, and any changes to the Work without Director's written approval will be considered unauthorized Work and will not be paid for.

The Department reserves the right to make such alterations, deviations, additions to or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to delete any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Those changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for that work. A contract change order will not become effective until approved by the Engineer.

Upon receipt of an approved contract change order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order. In those cases, the

Engineer will, as soon as practicable, issue an approved contract change order for the ordered work.

When ordered by the Director, the Contractor shall halt Work in the area affected by a proposed change. Whenever it appears to the Contractor that a change is necessary, the Contractor shall immediately notify the Director of the reasons for such change; however, Work in the area affected shall not be discontinued unless ordered by the Director.

For any approved change in the Work, the Contractor shall be entitled to an adjustment in time equal to the number of days which completion of the entire Work is delayed due to the changed Work. The Contractor's cost estimate for the changed Work shall state the amount of extra time, if any, that he or she considers should be allowed for making the requested change. Failure to request additional time when submitting such estimate shall constitute a waiver of the right to later claim any adjustment in time based upon changed Work. Disagreement as to time adjustments shall not affect Contract price adjustments, nor shall it be cause for not preceding with the changed work when ordered by the Director. The Contractor shall have the right, however, to further pursue a time adjustment in the event an agreement is not reached. Changes in unit quantities consistent with the Measurement and Payment Section will not be considered a change in the work or Change Order.

3-1.06(E) **GENERAL LIMITATIONS.** Paragraph 3 of Section 3-1.06(E) of the General Conditions is deleted in its entirety and replaced with the following:

It is understood and agreed by the City and the Contractor that the Contractor will incur overhead costs for temporary facilities, superintendence, home office overhead, and similar cost items, and that the costs of such overhead for the full contract period through the specified

completion date are included in the Total Bid Amount included in his accepted Proposal. 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.

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.11 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.11 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos is currently present in the vicinity of the Project, however the asbestos removal will be completed under a separate contract prior to installation of the new roofing system. Additional information shall be made available to Contractor upon request.

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 30 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 14 Days after receiving a notice to proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 60 Days of the notice to proceed.

If landscaping plants require an establishment period, that period will be 60 calendar days. Start of the establishment should be as outlined in the technical specifications.

6-1.08 **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of \$1,000 per day.

SECTION 7: ACCEPTANCE AND PAYMENT

Section 7-1.02 of the General Conditions is amended to include the following:

Unless special payment is specifically provided in the Measurement and Payment Section, all incidental work and expense in connection with the Completion of Work under the Contract will be considered a subsidiary obligation of the Contractor and all such costs shall be included in the appropriate items in the Bid Form in connection with which costs are incurred.

[END OF SUPPLEMENTAL CONDITIONS]

SPECIFICATIONS

Dry Creek Wastewater Treatment Plant Roof Project

SECTION 01010

SUMMARY OF WORK AND CONTRACT CONSIDERATIONS

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. In general, and without in any way limiting the Contractor's obligation to perform all work called for by the Contract Documents, the project includes furnishing and installing the specified roofing and related components to the roof areas specified in the Contract Documents.
- B. The Contractor shall install all the new work as indicated in the Contract Documents.
- C. Contractor's Layout: The Contractor shall provide at their own expense, all material, equipment, labor, and all other instruments as is required in laying out the work and for proper installation and completion of the work.
- D. Work for the project is to be performed at the Dry Creek Wastewater Treatment Plant in the City of Roseville.
- E. The Contract Documents shall constitute the Technical Specifications, the General Conditions, the Supplemental Conditions, and all referenced documents.

1.02 PROVISIONS FOR FUTURE WORK

- A. The Contractor and their subcontractor(s) shall provide any and all information required by the City for any future work which involves the newly installed roofing systems.

1.03 WORK SEQUENCE

- A. Contractor shall layout work sequence and shall submit to DCWWTP staff for approval.

1.04 CONTRACTOR'S USE OF SITE AND OWNERS CONTINUED OPERATIONS

- A. The Contractor shall confine his use of the site for work and storage to the limits determined and approved by the City. The Contractor's use of roads for access to move onto and off of the site and for daily access of workers, material and equipment shall be arranged and scheduled to minimize interference with the City's utility operations at the Dry Creek Wastewater Treatment Plant.
- B. The City intends to continue conducting operations during the construction period in the Buildings that the Contractor will be conducting roofing work on. The Contractor shall plan and schedule its work in consultation with the DCWWTP staff to minimize impacting the City's continued operations and shall, at all times, maintain safe access for the City's operating personnel and equipment.

- C. The Contractor shall be responsible for maintaining safe emergency exiting for the Owner's and Contractor's personnel in all areas affected by the Contractor's work.
- D. If operation of any of the Buildings included in the scope of this contract is adversely affected by the Contractor's work, the City may suffer a financial loss and may make a claim against the Contractor to recover its loss.

1.05 SHUTDOWN OF EXISTING UTILITIES, SERVICES OR OPERATIONS

- A. Obtain the Engineer's approval at least 7 days prior to the shutdown of any utility, service or operation of any existing facility. Give required notice and make appropriate arrangements with utility owners and other affected parties prior to shutdown of any utility service. Base bids on work performed during normal working hours.
- B. Schedule utility service or operations shutdowns for periods of minimum use and at the City's convenience. Have all required material, equipment and workers on site prior to beginning any work involving a possible shutdown. Perform work as required to reduce shutdown time to the minimum. In some cases, this may require increased numbers of workers and equipment and/or premium time night or weekend work.

1.06 SCHEDULE OF VALUES

- A. Specific provisions are described in Section 6 of the General Conditions.
- B. The Contractor's Schedule of Values shall have at a minimum the following level of detail: a separate line item for each technical specification section, for site mobilization, for construction scheduling, for bonds and insurance, for final cleanup and for final deliverables. Subdivide final deliverables into: Record Drawings; Operation and Maintenance Manuals with Parts Lists; and Special Guarantees. Include the appropriate specification section and paragraph number for each line item. Subdivide major trades or portions of the work into multiple line items that relate to observable milestones to aid weekly/monthly progress evaluations.

1.07 CONTRACT MODIFICATIONS

- A. Methods of modifying the Contract Documents are covered in the General Conditions and in Section 3 of the Supplemental Conditions.
- B. The following documents may be used by the Engineer:
 - 1. Request for Quotation: Issued by the Engineer, a Request for Quotation is used to describe a proposed change and request a cost quotation from the Contractor but does not authorize a change in the Work or in the Contract Time or Price.
 - 2. Clarifications: Issued by the Engineer, a Clarification is used to order or document minor changes in the work consistent with the intent of the Contract Documents and NOT involving a change in price or time. Information issued on a Clarification shall NOT authorize a change in Contract Price or Contract Time and shall not be considered a Constructive Change Order. If the Contractor considers that a Clarification would cause a change in Contract Price or Time,

the Contractor shall notify the Engineer in writing per the requirements outlined in the General Conditions.

3. The Contractor agrees that they shall not consider any order, instruction, clarification, suggestion or any other communication either written or oral, given intentionally or unintentionally by the Engineer, the City or any other person as authorization or direction to do any work that would cause a change in Contract Time or Price unless it is a formal Change Order signed by the Engineer.

1.08 REGULATORY REQUIREMENTS

- A. Refer to General Conditions Section 5.
- B. General Conditions Section 5 covers the Contractor's responsibility to comply with laws and codes applicable to Means and Methods for performing the Work.
- C. General Conditions cover the Contractor's responsibility to report code deficiencies in the design to the Engineer prior to proceeding with the Work.
- D. In cases where the Contract Documents are more restrictive than applicable codes, the Contractor shall comply with the Contract Documents.

1.09 REFERENCE STANDARDS

- A. When these specifications state that Work or tests shall conform to specific provisions in a referenced standard, specification, code, recommendation or manual published by an association, organization, society or agency the referenced provisions shall be considered a part of these specifications as fully as if included in total. When these specifications or applicable codes contain higher or more restrictive requirements than those contained in reference standards these specifications or applicable codes shall govern.
- B. The latest edition of a referenced standard published at the time of submission of bids shall apply unless a specific date for the referenced standard is cited in these specifications.
- C. Provisions in referenced standards, specifications, manuals or codes shall not change the duties and responsibilities between any of the parties involved in this work from those described in the General Conditions. Provisions in referenced standards with regard to measurement and payment shall not apply to this Work unless specifically cited.

1.10 SPECIFICATION LANGUAGE AND STYLE

- A. Many parts of the Specifications and the Contract Documents are written in the active voice and are addressed to the Contractor.
 1. When words or phrases requiring an action or performance of a task are used, it means that the Contractor shall provide the action or perform the task. For example: provide, perform, install, furnish, erect, connect, test, operate, adjust or similar words mean that the Contractor shall perform the action or task referred to.

2. When words or phrases requiring selection, acceptance, approval, review, direction, designation or similar actions are referred to, it means that such actions are the City's or the Engineer's prerogative and that the Contractor must obtain such action before proceeding.
- B. Requirements in the Contract Documents apply to all work of a similar type, kind or class even though the word "all" or "typical" may not be stated.

1.11 DEFINITIONS

- A. The following terms, when used in the Contract Documents, shall have the meanings listed:

ACCEPTABLE	"acceptable to the Engineer"
PERFORM	"perform all operations required to complete the work referred to in accordance with the intent of the Contract Documents"
PROVIDE	"furnish and install the work referred to including proper anchorage, connection to required utilities or other work, testing, adjustment and startup ready to put in service and perform the intended function"
REQUIRED	"required by the Contract Documents or required to complete the Work and produce the intended results"
SATISFACTORY	"acceptable to the Engineer"
SHOWN	"as indicated on the Drawings"
SITE	"geographical location of the Project and land within the work area shown on the contract drawings and within which the Work will be installed or built"
SPECIFIED	"as written in the Contract Documents including the Specifications and the Drawings"
SUBMIT	"submit to the Engineer"

1.12 ABBREVIATIONS

<u>Abbreviation</u>	<u>Stands for</u>
AASHTO	American Association of State Highway and Transportation Officials
AAMA	Architectural Aluminum Manufacturers Association
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AI	Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of America Standards Institute)

<u>Abbreviation</u>	<u>Stands for</u>
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute
CAL/OSHA	State of California Department of Industrial Relations, Division of Industrial Safety
CAL TRANS	California Department of Transportation
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CPSC	Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards for the U.S. Department of Commerce
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
GO 95	General Order No. 95, California Public Utilities Commission Rules for Overhead Electric Line Construction
GO 128	General Order No. 128, California Public Utilities Commission Rules for Underground Electrical Construction
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
IAPMO	International Association of Plumbing and Mechanical Officials
ICPO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IGCC	Insulating Glass Certification Council
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NCPI	National Clay Pipe Institute

<u>Abbreviation</u>	<u>Stands for</u>
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association
NGVD	National Geodetic Vertical Datum
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
REA	Rural Electrification Administration
SAMA	Scientific Apparatus Makers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council
TCA	Tile Council of America
UCB	Uniform Building Code
UPC	Uniform Plumbing Code
UFC	Uniform Fire Code
UMC	Uniform Mechanical Code
USDC	U.S. Department of Commerce
UL	Underwriters Laboratories
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WQCB	Water Quality Control Board (Regional)
WRCB	Water Resources Control Board

Where reference is made to a Specification or Standard by one of the above-mentioned or other associations, it is understood that the Specification or Standard in effect at the time of the bid opening shall apply.

1.13 WORK SITE

- A. The Contractor shall confine operations within the limits determined and approved by the City.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL

- A. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work completed and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work completed and materials furnished. Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually completed and materials actually furnished and the estimated amounts therefore as long as the difference is within 25% (+ or -) of the stated quantities on the Bid Form.
- B. Contractor shall take all measurements, if any, and compute all payment quantities (including, for lump sum items, all extensions and arithmetic calculations based on the accepted cost breakdown). The City will verify and approve measurements and quantities.
- C. Additional Payment requirements are contained in Section 7, Acceptance and Payment, of the General Conditions.

1.02 UNITS OF MEASUREMENT

- A. Measurements shall be in accordance with United States Standard Measures.

1.03 UNIT PRICED ITEMS

- A. Materials and items of work which are to be paid for on the basis of measurement will be measured in accordance with the method stipulated in the particular sections involved. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified. Measurement of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures, and the units of measurement for payment, and the limit thereof, shall be made as shown on the Plans, Specifications, General Conditions, and Supplementary Conditions and the Referenced City of Roseville Standards and Specifications.

1.04 LUMP SUM ITEMS

- A. The quantities of work performed under lump sum bid items will not be measured except to evaluate percent complete for each lump sum bid item as determined by the City to be necessary for the purpose of determining reasonable progress payments. Such measurement, as is determined to be necessary, shall be performed by the Contractor and verified by the City, in accordance with Paragraph 1.03 of this Section, UNIT PRICED ITEMS.

PART 2 – DESCRIPTION OF BID ITEMS

2.01 GENERAL

- A. The Bid Amounts for each Bid Item will be used for comparative bid analysis. The Bid Amounts will also form the basis of progress payments. Each Lump Sum Bid Amount will undergo further breakdown as described later in this section. Bid Items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

2.02 BID ITEMS

- 1. Mobilization, Demobilization, Bonds & Insurance – (Lump Sum)
Shall include but not be limited to, CONTRACTOR'S participation in the assessment of preconstruction conditions and post construction damage assessment of the entire job site including project work described in the bid schedule to include preconstruction photographs; project signs; move in of equipment, tools, supplies, materials, and manpower to the job site; providing and furnishing Contractor's field office, power, telephone, water and sanitary facilities; erecting, maintaining, removing and transporting of the construction project information signs, flow barriers and fencing around storage and staging areas; dust control; daily clean up of job site; move out; repairs and restoration (to their pre-project forms and/or state) of all structures, equipment, buildings and all other items in the jobsite that are damaged or altered as a result of the installation of all the work described in the Contract Documents, and final cleanup of job site after the project is completed and accepted by the City. The lump sum amount bid shall be divided 70 percent for mobilization and 30 percent for demobilization, and shall be paid after the City has conducted inspections and approved all repairs and clean up.

NEW DIGESTER CONTROL BUILDING #88 ROOF

- 2. 60 mil Tri-Polymer Alloy Single Ply Roof System for Digester Control Buildings – (Unit Price per square foot)
Shall include but not be limited to full compensation for complete removal of the existing membrane roofing system on the New Digester Control Building #88 and furnishing and installing approximately 2,600 square feet of the new Tri-Polymer Alloy Membrane Roofing system on the New Digester Control Building #88 per the Contract documents including all the materials and incidentals for doing all the work involved in completely installing the roofing

system including substrate preparation and complete installation of the insulation per the Contract Documents. Refer to Section 09000 of the Technical Specifications for additional requirements. Contractor will be paid when the roofing system has been completely installed, inspected, and has passed the final inspection.

3. Labor and Equipment – (Lump Sum)

Shall include but not be limited to full compensation for doing all the work involved in executing, removing, hauling and disposing of all waste, generated as part of this project, at an approved off-site location, including all additional labor associated with fully completing all the work involved in completely installing the roofing system as described in the Contract Documents including all the tools, equipment and incidentals for doing all the work involved in completely installing the roofing system per the Contract Documents. The lump sum amount will be paid proportionally to the work done within each payment cycle.

4. Walkway – Linear Feet

Install up to 120 feet of walkway per the Contract Documents. Contractor shall be paid for the specific lineal feet of walkway actually installed. Payment shall be made after walkway has been completely installed, inspected and has passed final inspection.

OLD DIGESTER CONTROL #83/BOILER BUILDING ROOF

5. 60 mil Tri-Polymer Alloy Single Ply Roof System for Digester Control Buildings – (Unit Price per square foot)

Shall include but not be limited to full compensation for complete removal of the existing membrane roofing system on the Old Digester Control #83/Boiler Building and furnishing and installing approximately 2,710 square feet of the new Tri-Polymer Alloy Membrane Roofing system on the Old Digester Control #83/Boiler Building per the Contract documents including all the materials and incidentals for doing all the work involved in completely installing the roofing system including substrate preparation and complete installation of the insulation per the Contract Documents. Refer to Section 09000 of the Technical Specifications for additional requirements. Contractor will be paid when the roofing system has been completely installed, inspected, and has passed the final inspection.

6. Labor and Equipment – (Lump Sum)

Shall include but not be limited to full compensation for doing all the work involved in executing, removing, hauling and disposing of all waste, generated as part of this project, at an approved off-site location, including all additional labor associated with fully completing all the work involved in completely installing the roofing system as described in the Contract Documents including all the tools, equipment and incidentals for doing all the work involved in completely installing the roofing system per the Contract Documents. The lump sum amount will be paid proportionally to the work done within each payment cycle.

7. Walkway – Linear Feet

Install up to 120 feet of walkway per the Contract Documents. Contractor shall be paid for the specific lineal feet of walkway actually installed. Payment shall be made after walkway has been completely installed, inspected and has passed final inspection.

BLOWER BUILDING ROOF

8. 60 mil Tri-Polymer Alloy Single Ply Roof System for Blower Building – (Unit Price per square foot)

Shall include but not be limited to full compensation for complete removal of the existing membrane roofing system on the Blower Building and furnishing and installing approximately 9,180 square feet of the new Tri-Polymer Alloy Membrane Roofing system on the Blower Building per the Contract documents including all the materials and incidentals for doing all the work involved in completely installing the roofing system including substrate preparation and complete installation of the insulation per the Contract Documents. Refer to Section 09000 of the Technical Specifications for additional requirements. Contractor will be paid when the roofing system has been completely installed, inspected, and has passed the final inspection.

9. Labor and Equipment – (Lump Sum)

Shall include but not be limited to full compensation for doing all the work involved in executing, removing, hauling and disposing of all waste, generated as part of this project, at an approved off-site location, including all additional labor associated with fully completing all the work involved in completely installing the roofing system as described in the Contract Documents including all the tools, equipment and incidentals for doing all the work involved in completely installing the roofing system per the Contract Documents. The lump sum amount will be paid proportionally to the work done within each payment cycle.

10. Walkway – Linear Feet

Install up to 420 feet of walkway per the Contract Documents. Contractor shall be paid for the specific lineal feet of walkway actually installed. Payment shall be made after walkway has been completely installed, inspected and has passed final inspection.

RAS BUILDING ROOF

11. 60 mil Tri-Polymer Alloy Single Ply Roof System for RAS Building – (Unit Price per square foot)

Shall include but not be limited to full compensation for complete removal of the existing membrane roofing system on the RAS Building and furnishing and installing approximately 1,440 square feet of the new Tri-Polymer Alloy Membrane Roofing system on the RAS Building per the Contract documents including all the materials and incidentals for doing all the work involved in completely installing the roofing system including substrate preparation and complete installation of the insulation per the Contract Documents. Refer to Section 09000 of the Technical Specifications for additional requirements.

Contractor will be paid when the roofing system has been completely installed, inspected, and has passed the final inspection.

12. Labor and Equipment – (Lump Sum)

Shall include but not be limited to full compensation for doing all the work involved in executing, removing, hauling and disposing of all waste, generated as part of this project, at an approved off-site location, including all additional labor associated with fully completing all the work involved in completely installing the roofing system as described in the Contract Documents including all the tools, equipment and incidentals for doing all the work involved in completely installing the roofing system per the Contract Documents. The lump sum amount will be paid proportionally to the work done within each payment cycle.

13. Walkway – Linear Feet

Install up to 60 feet of walkway per the Contract Documents. Contractor shall be paid for the specific lineal feet of walkway actually installed. Payment shall be made after walkway has been completely installed, inspected and has passed final inspection.

END OF SECTION

SECTION 01040

COORDINATION AND PROJECT REQUIREMENTS

1.01 PROJECT COORDINATION

- A. Coordinate scheduling, submittals and work of various Sections of the Specifications and subcontractors to assure efficient and orderly sequence of interdependent construction.

1.02 CUTTING, FITTING, AND PATCHING

- A. Provide cutting, fitting, or patching required to complete the Work and to make all of its parts fit together properly. Include cutting, fitting, and patching required to:
 - 1. Fit the several parts together and to integrate with other work.
 - 2. Uncover work to install or correct ill-timed work.
 - 3. Provide openings in elements of work for penetrations of mechanical and electrical work.
 - 4. Remove and replace defective and non-conforming work.
 - 5. Remove samples of installed work for testing.
- B. Request guidance from the Engineer prior to beginning cutting or altering construction which affects:
 - 1. Structural integrity of any element.
 - 2. Functional performance of any element.
 - 3. Integrity of weather-exposed or moisture-resistant elements.
 - 4. Efficiency, maintenance, or safety of elements.
 - 5. Visual qualities of sight-exposed elements.
 - 6. Work by Owner or separate contractor.
- C. Execute cutting and patching using workers that specialize in and are skilled in installing the type of work being cut or patched.
- D. Perform work in accordance with the Contract Documents or in the absence of specific requirements comply with best trade practice for the work involved.
 - 1. Execute work by methods that will avoid damage to other work.
 - 2. Provide proper support and substrates to receive patching and finishing materials.
 - 3. Cut concrete materials using masonry saw or core drill. Locate all reinforcing steel, conduits and pipes with electronic detecting devices prior to cutting or core drilling existing concrete.
 - 4. Replace or patch work with new materials that meet the requirements of these specifications or if not specified, match materials and finishes of existing or adjacent work.
 - 5. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
 - 6. Report any hazardous or unsatisfactory conditions to the Engineer.

1.03 ALTERATION PROJECT PROCEDURES

- A. Plan, schedule and perform alteration work as required to minimize impacting the Owner's continued operations. See Section 01010 paragraph titled "Contractor's Use of Site and Owner's Continued Operations."
- B. The existing Buildings included in the scope of this Contract must remain in operation during construction. Schedule utility interruptions and piping connections as required to permit continued compliance with regulatory requirements and to meet Owner's use of facilities.
- C. Perform cutting, fitting and patching in accordance with provisions in other paragraphs of this Section.
- D. Provide new construction in accordance with the technical specifications or if not specified provide new construction matching adjacent or similar existing work in material and finish.

1.04 PRECONSTRUCTION MEETINGS

- A. Prior to beginning the Work, the Contractor and its key personnel and Subcontractors including the Contractor's Superintendent, Project Manager, and Field Engineer shall attend a meeting with the Owner and the Engineer to discuss the following:
 - 1. Name, Authority, and Responsibilities of Parties Involved
 - 2. Project Procedures:
 - a. Progress meetings
 - b. Correspondence
 - c. Notification
 - d. Submittal of Product Data, Shop Drawing Samples, and Proposed Equivalents
 - e. Requests for Clarifications
 - f. Clarifications
 - g. Requests for Quotation
 - h. Work Directive Change
 - i. Change Orders
 - j. Engineer's "Items of Concern List"
 - 3. Temporary Schedule and Contractor's Construction Schedule
 - 4. Temporary Facilities and Control
 - 5. Contractors Coordination
 - 6. Maintenance of Record Drawings
 - 7. Early Beneficial or Partial Occupancy
 - 9. Punch Lists and Project Closeout Procedures
 - 10. Final Deliverables including Record Drawings, Operation and Maintenance Manuals, and Special Guarantees.

1.05 PROGRESS MEETINGS

- A. The Engineer will conduct weekly progress meetings with Contractor at the Dry Creek Wastewater Treatment Plant. Attendance is required for Contractor's project manager, superintendent and affected Subcontractors and suppliers. The Engineer

will prepare, maintain and distribute the agenda and dated record of: (1) actions required and taken and (2) decisions needed and made.

B. Agenda:

1. Review critical items/action list.
2. Review work progress. Compare actual progress with planned progress shown on Contractors rolling three-week schedule. Discuss Corrective action required. Compare actual and projected progress with Contractor's Construction Schedule, propose methods to correct deficiencies.
3. Review status of Submittals; review delivery dates and date of need for critical items.
4. Review coordination problems.
5. Schedule needed testing and critical inspections.
6. Review critical requirements for each trade or major piece of equipment prior to beginning work or installation.
7. Discuss Contractor Quality Control.
8. Discuss open items on Engineers "Items of Concern List."
9. Discuss impact of proposed changes on progress Schedule.
10. Other business.

1.06 PERFORMANCE SPECIFICATIONS AND CONTRACTOR DESIGNED WORK

- A. Work under this Contract may be specified by a combination of descriptive, performance, reference standard and proprietary specifications. In the event of conflict between any of the various specification methods used to specify a single item the order of precedence shall be the order in which the methods are listed in the preceding sentence. The terms used to describe types of Specifications are taken from the Construction Specification Institute (CSI) Handbook of Practice.
- B. Where Specifications are used to define the characteristics of Contractor designed systems, items or components, the Contractor shall be fully responsible to design, engineer, manufacture, and install the systems, items and components to meet the specified functional requirements, performance requirements, quality standards, durability standards and conditions of use as well as all applicable codes, regulations and referenced trade or industry standards. The Contractor shall perform such design by employing engineers licensed in the State in which the Work is being constructed. The Contractor's design submittals shall include calculations and assumptions on which the design is based and shall be stamped and signed by appropriately licensed engineers.
- C. In accordance with the General Conditions, the Owner and the Engineer shall have the right to rely on the expertise and professional competence of the Contractor's design. Favorable review of the Contractor's design submittal shall not relieve the Contractor from full responsibility for the adequacy of the Contractor design.

1.07 MATERIAL AND EQUIPMENT

- A. General:
 - 1. Verify that products delivered meet requirements of Contract Documents and the requirements for Favorably Reviewed submittals.
- B. Compatibility of Equipment and Material:
 - 1. Similar items, equipment, devices or products furnished under a single specification section shall all be made by the same maker and have interchangeable parts.
 - 2. In addition, but only if so stated in each affected Specification Section, similar items furnished under two or more Specification Sections shall be made by the same maker and have interchangeable parts.
 - 3. All similar materials or products that are interrelated or used together in an assembly shall be compatible with each other.
- C. Transportation and Handling:
 - 1. Transport and handle products in accordance with manufacturer's instructions.
 - 2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
 - 3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- D. Storage and Protection:
 - 1. Store and protect products in accordance with manufacturer's instructions. Seals and labels shall be intact and legible.
 - 2. Provide facilities, equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
 - 3. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
 - 4. Provide offsite storage and protection including insurance coverage when site does not permit onsite storage or protection.
- E. Installation Standards and Manufacturers' Recommendations:
 - 1. Install all products and materials in strict compliance with the most restrictive of the following:
 - a. The manufacturer's or provider's written instructions or recommendations. Follow step by step installation procedures.
 - b. Recommendations of referenced trade associations or standards.
 - c. These specifications and drawings.
 - 2. Where conflicts exist present alternatives with advantages and disadvantages to Engineer for decision.
- F. If reference standards or manufacturer's instructions contain provisions that would alter or are at variance with relationships between the parties to the Contract set forth in the Contract Documents, the provisions in the Contract Documents shall take precedence.

1.08 SAFETY

- A. In accordance with generally accepted construction practice, applicable law and the General Conditions, the Contractor shall be solely and exclusively responsible for:
 - 1. Construction means and methods.
 - 2. Safety of employees engaged in the work while on and off the site.
 - 3. Safety of the Owner, the Engineer, the Design Engineer, and others who may visit or be affected by the work.
 - 4. Safety of the work itself including material and equipment to be incorporated therein.
 - 5. Safety of other property at the site or adjacent thereto.
 - 6. Safety programs, equipment and protective devices required to assure the safety of persons and property for whom/which the Contractor is responsible.
- B. The duties of the Engineer in conducting review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or safety measures in, on, or near the construction site. See General Conditions, Section 5, paragraph 1.27, the Engineer shall not be personally responsible for any liability arising under the Contract .
- C. 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 required to prevent injury to personnel and damage to property, and to comply with all applicable laws and regulations including State OSHA, Federal OSHA, and other regulations referenced in these Contract Documents.
- D. The Contractor shall, at all times, maintain the job in a condition that is safe for the Owner, the Engineer and their Consultants to make site visits and to conduct construction reviews. If the Owner or the Engineer cannot allow personnel to visit the job because it is not safe, the Contractor is not providing required safe access to the Work as required by General Conditions, Section 2, paragraph 1.16.
- E. The Contractor shall prepare a Safety Plan meeting the requirements of applicable regulations. As a minimum, the Contractors Safety Plan shall set forth definite procedures for informing workers about safety, for instructing workers in safe practices, for assuring that workers are using appropriate safety equipment and safe work practices and for reporting accidents.

1.09 CONTRACTOR'S QUALITY CONTROL

- A. The Contractor shall be fully responsible for inspecting the work of its suppliers and Subcontractors to assure that the work when completed will comply with the standards for materials and workmanship required by the Contract Documents.
- B. Inspections, periodic observations and testing performed by the Owner/Engineer are for the Owner's benefit and information only and shall not be construed as partial or incremental acceptance of the work and shall not be deemed to establish

any duty on the part of the Owner/Engineer to the Contractor, its subcontractors or suppliers.

- C. The Contractor shall:
 - 1. Monitor quality control over suppliers, manufacturer, products, services, site conditions, and workmanship, to produce work of specified quality.
 - 2. Comply fully with manufacturer's installation instructions, including performing each step in sequence as recommended by the manufacturer.
 - 3. Request clarification from Engineer before proceeding with work when manufacturers' instructions or reference standards conflict with Contract Documents.
 - 4. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
 - 5. Perform work by persons specializing in the specific trade and class of work required and qualified to produce workmanship of specified quality.
 - 6. Secure products in place with positive anchorage devices designed and sized to withstand seismic, static and dynamic loading, vibration, and physical distortion or disfigurement.
- D. If reference standards or manufacturers' instructions contain provisions that would alter or are at variance with relationships between the parties to the Contract set forth in the Contract Documents, the provisions in the Contract Documents shall take precedence.
- E. The Contractor shall provide assistance required by the Engineer to adequately inspect the Work including ladders, scaffolding, lighting, ventilation and other aids to facilitate access and provide a safe working environment.

END OF SECTION

SECTION 01140

ENVIRONMENTAL PROTECTION

1.01 SCOPE

- A. During the progress of the work, keep the work areas occupied by the Contractor in a neat and clean condition and protect the environment both onsite and offsite, throughout and upon completion of the construction project.

1.02 SUBMITTALS

- A. Develop an Environmental Protection Plan in detail and submit to the Engineer in the Product Review category within twenty (20) days from the date of the Notice to Proceed. Distribute the favorably reviewed plan to all employees and to all subcontractors and their employees. The Environmental Protection Plan shall include, but not be limited to, the following items:
 - 1. Copies of required permits.
 - 2. Proposed off-site disposal sites.
 - 3. Copies of any agreements with public or private landowners regarding disposal sites. Any such agreement made by the Contractor shall be invalid if its execution causes violation of local or regional grading or land use regulations.

1.03 MITIGATION OF CONSTRUCTION IMPACTS

- A. Requirements: All operations shall comply with all federal, state and local regulations pertaining to water, air, solid waste and noise pollution.
- B. Definitions of Contaminants:
 - 1. Solid Waste: Rubbish, debris, garbage and other discarded solid materials resulting from construction activities, including a variety of combustible and non-combustible wastes, and waste materials that result from installing all the work.
 - 2. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, disinfectants, organic chemicals and inorganic wastes. Some of the above may be classified as "hazardous."
 - 3. Sanitary Wastes:
 - a. Sewage: That which is considered as domestic sanitary sewage.
 - b. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing and consumption of food.
 - 4. Hazardous Materials: As defined by applicable laws and regulations. Undisclosed hazardous material contamination, if encountered will constitute a changed site condition. In the event that occurs, Contractor to coordinate with Owner.

C. Protection of Natural Resources:

1. General: It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work. Confine construction activities to work area limits as determined by the City.
2. Temporary Construction: Keep haul roads clear at all times of any object which creates an unsafe condition. Promptly remove any contaminants or construction material dropped from construction vehicles. Do not drop mud and debris from construction equipment on public streets. Sweep clean turning areas and pavement entrances as necessary. Ensure no tracking occurs on City streets.
3. Water Resources: Investigate and comply with all applicable federal, state and local regulations concerning the discharge (directly or indirectly) of pollutants to the underground and waters of the United States. Perform all work under this Contract in such a manner that any adverse environmental impacts are reduced to a level that is acceptable to the Engineer and regulatory agencies.
 - a. Oily Substances: At all times, special measures shall be taken to prevent oily or other hazardous substances from entering the ground, drainage areas or local bodies of water in such quantities as to affect normal use, aesthetics or produce a measurable impact upon the area. Any soil or water which is contaminated with oily substances due to the Contractor's operations shall be disposed of in accordance with applicable regulations.
4. Dust Control, Air Pollution and Odor Control: Employ measures to prevent the creation of dust, air pollution and odors.
 - a. Apply appropriate dust control measures as required.
 - b. Store all volatile liquids, including fuels or solvents in closed containers and provide secondary containment as needed.
 - c. No open burning of debris, lumber or other scrap will be permitted.
 - d. Properly maintain equipment to reduce gaseous pollutant emissions.
5. Construction Storage Areas: It is the responsibility of the Contractor to secure a storage area for Contractor use. Storage of construction equipment and materials shall be limited to the designated Contractor's storage area.
 - a. Oil wastes (from equipment, etc.) shall not be allowed to flow onto the ground or into surface waters. Containers shall be required at the construction site for the disposal of materials such as paint, paint thinner, solvents, motor oil, fuels, concrete wash water, resins and other environmentally deleterious substances. No dumping of surplus concrete or grout on the site will be permitted.
6. Sanitation: During the construction period, provide adequate and conveniently located chemical sanitation facilities, properly screened, for use of construction crews. Facilities shall be placed behind sidewalks and at least fifty (50) feet from any drainage ditch, drain inlet, or water way. Facilities shall be regularly maintained.
7. Fire Prevention: Take steps to prevent fires including, but not limited to the following:
 - a. Provide spark arrestors on all internal combustion engines.
 - b. Store and handle flammable liquids in accordance with the Flammable and Combustible Liquids Code, NFPA 30.
 - c. Provide fire extinguishers at hazardous locations or operations, such as welding.

1.04 DISPOSAL OPERATIONS

- A. Solid Waste Management:
 - 1. Supply solid waste transfer containers. Daily remove all debris such as cans, bottles, combustibles and litter. Take care to prevent trash and papers from blowing onto the Dry Creek Wastewater Treatment Plant premises. Encourage personnel to use refuse containers. Convey contents to a sanitary landfill.
- B. Chemical Waste and Hazardous Materials Management: Furnish containers for storage of spent chemicals used during construction operations. Provide secondary containment. Dispose of chemicals and hazardous materials in accordance with applicable regulations.
- C. Garbage: Store garbage in covered containers, pick up daily and dispose of in a sanitary landfill.

1.05 RESPONSIBLE PARTY

- A. The Contractor shall comply with all environmental pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract (Refer to General Conditions Section 5 for additional requirements). In the event of any violations, Contractor shall be fully responsible for all fines, citations, penalties and all other judgements that shall be imposed.

END OF SECTION

SECTION 01300

SUBMITTALS

1.01 SUBMITTAL PROCEDURES

- A. Accompany each submittal with a letter of transmittal containing the following information:
 - 1. Contractor's name and the name of Subcontractor or supplier who prepared the submittal.
 - 2. The project name and identifying number.
 - 3. Description of the submittal and reference to the Contract requirement or technical specification section and paragraph number being addressed.
- B. Submit the number and type of copies for each submittal and follow the procedures described below or in other paragraphs in this Section. Submit 7 copies of submittals not covered in this Section 01300.
 - 1. Designation of Superintendent: Submit 3 copies for information. Include name, address, home telephone number and a brief resume.
 - 2. List of Subcontractors and Major Suppliers: Submit 3 copies for information. Include address, telephone number and name of responsible party.
 - 3. Schedule of Values: Submit 4 copies. One copy will be returned. See General Conditions.
 - 4. Manufacturers' Affidavits. Submit 3 copies for items specified in the Technical Specifications.
 - 5. Environmental Protection Plan. Submit 7 copies. Two copies will be returned.

1.02 SCHEDULE OF SUBMITTALS

- A. Submit 7 copies. Two copies will be returned.
- B. See General Conditions. Within 15 days after the Notice to Proceed, submit a Schedule of Submittals showing the date by which each submittal required for Product Review or Product Information will be made. Identify the items that will be included in each submittal (see paragraph 1.05 of this Section) by listing the item or group of items and the Specification Section and paragraph number under which they are specified. Indicate whether the submittal is required for Product Review of Proposed Equivalents, Shop Drawings, Product Data or Samples or required for Product Information only.

1.03 PLAN OF OPERATIONS

- A. Submit 3 copies.
- B. Before beginning on work, submit a plan showing Contractor's intended use of the site. Show location of access points. Show location for Contractor's field office, if any, and parking. Show location of Contractor's and Subcontractor's work areas and storage areas.

1.04 CONSTRUCTION SCHEDULE

- A. Submit 4 copies for review. No copy will be returned. See General Conditions.
- B. The Contractor's Construction Schedule shall be in the form of a computer generated network analyses diagram and supporting mathematical analysis using the Critical Path Method (CPM) under concepts and methods outlined in the Associated General Contractor's publication, "The Use of CPM's Construction - A Manual for General Contractors and the Construction Industry."
 - 1. Draw network diagram to scale using actual calendar dates. Show work subdivided into identifiable activities within each trade such that no activity has a duration longer than five (5) working days. Show order and interdependencies of each activity.
 - 2. Use actual calendar dates to show planned and actual performance and show:
 - a. Preceding and following event numbers.
 - b. Activity description.
 - c. Estimated duration of activity.
 - d. Earliest start date.
 - e. Earliest finish date.
 - f. Actual start date.
 - g. Actual finish date.
 - h. Latest start date.
 - i. Latest finish date.
 - j. Total and free float.
 - k. Monetary value of activity, keyed to Schedule of Values.
 - l. Percentage of activity completed.
 - m. Dates for making submittals of Proposed Equivalents, Product Data and Shop Drawings.
- C. If the Construction Schedule does not reflect the CPM format requirements, the specified work, or the Contract Time, it will be returned to the Contractor for modification.
- D. Revise the Construction Schedule and resubmit within seven (7) days following any monthly meeting to review Contractor's Application for Payment when Contractor's work is fifteen (15) days or more behind schedule.
- E. Accelerated Work if Required to Meet Schedule: See General Conditions. Give Engineer 3 days prior notice of construction that will take place outside of normal work hours or work days. Compensate Owner for extra inspection cost caused by Accelerated Work required to meet Schedule.
- F. Give Engineer 3 days prior notice of normal work days on which construction will not take place or of scheduled construction that will not take place. Compensate Owner for extra inspection cost resulting from failure to give notice.

1.05 SHOP DRAWING, PRODUCT DATA AND SAMPLES SUBMITTED FOR PRODUCT REVIEW

- A. This paragraph covers submittal of Shop Drawings, Product Data and Samples required for the Engineer's review referred to as Product Review submittals in the

Technical Specifications. Submittals required for information only are referred to as Product Information submittals in the Technical Specifications and are covered in paragraph 1.07 of this Section. See General Conditions Section 2, paragraph 1.04.

B. Number and type of submittals:

1. Shop Drawings: Submit 7 clear, sharp high contrast copies two of which will be marked, stamped and returned to the Contractor. If the Contractor submits an electrostatic reproducible copy this copy will represent the single copy returned to the Contractor. The Contractor shall make and distribute the required number of additional copies to its superintendent, subcontractors and suppliers.
2. Product Data: Submit 7 clear copies. Two copies will be marked, stamped and returned. The Contractor shall make and distribute the required number of additional copies to its superintendent, subcontractors and suppliers.
3. Samples: Submit 4 labeled samples or four sets of samples of manufacturers full range of colors and finishes. Comply with requirements in Technical Specification Sections. One sample will be returned to Contractor.

C. The Contractor shall make all Product Review submittals early enough to allow adequate time for the Engineer's review, for manufacture and for delivery at the construction site without causing delay to the Work. Submittals shall be made early enough to allow for unforeseen delays such as:

1. Failure to obtain Favorable Review because of inadequate or incomplete submittal or because the item submitted does not meet the requirements of the Contract Documents.
2. Delays in manufacture.
3. Delays in delivery.

D. Content of Submittals:

1. Each submittal shall include all of the items and material required for a complete assembly, system or Specification Section.
2. Submittals shall contain all of the physical, technical and performance data required by the specifications or necessary to demonstrate conclusively that the items comply with the requirements of the Contract Documents.
3. Include information on characteristics of electrical or utility service required and verification that requirements have been coordinated with services provided by the Work and by other interconnected elements of the Work.
4. Provide verification that the physical characteristics of items submitted, including size, configuration, clearances, mounting points, utility connection points and service access points, are suitable for the space provided and are compatible with other interrelated items that are existing or have or will be submitted.
5. Label each Product Data Submittal, Shop Drawing and Sample with the information required in paragraph 1.01A of this Section. Highlight or mark every page of every copy of all Product Data submittals to show the specific items being submitted and all options included or choices offered.
6. Additional requirements for Product Review submittals are contained in the Technical Specification sections.
7. Designation of work as "NIC" or "by others," shown on Shop Drawings, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who has prepared the Shop Drawings.

- E. Compatibility of Equipment and Material:
 - 1. Verify that items contained in the same or in different submittals meet the requirements in the paragraph titled "Material and Equipment in Section 01040 especially the subparagraphs titled "Compatibility of Material and Equipment."
- F. Requirements for the Contractor's review and stamping of submittals prepared by the Contractor or by Subcontractors or suppliers prior to submitting them to the Engineer are covered in General Conditions, Section 2, paragraph 1.04.
- G. Submittals that contain deviations from the requirements of the Contract Documents shall be accompanied by a separate letter explaining the deviations. See General Conditions, Section 2, paragraph 1.04E. The Contractor's letter shall:
 - 1. Cite the specific Contract requirement including the Specification Section and paragraph number for which approval of a deviation is sought.
 - 2. Describe the proposed alternate material, item or construction and explain its advantages and/or disadvantages to the Owner.
 - 3. State the reduction in Contract Price if any that is offered to the Owner.
- H. Engineer's Review Procedure and Meaning
 - 1. The Engineer will stamp and mark each Product Review submittal prior to returning it to the Contractor. The stamp will indicate whether or not the review was favorable and what action is required of the Contractor. Review categories "No Exceptions Taken" and "Make Corrections Noted" both indicate Favorable Review.
 - 2. The Engineer's Favorable Review is contingent on the Contractor's warranties required by General Conditions and is subject to all of the limitations and conditions in General Conditions. Favorable Review is also contingent on:
 - a. The compatibility of items included in a submittal with other related or interdependent items included in previous or future submittals.
 - b. Future submittal of items related to or required to be part of this submittal that were not included with this submittal.
 - 3. Favorable Review of a submittal does not constitute approval or deletion of items required as part of the submittal but not included with the submittal. Favorable Review of items included in the submittal does not constitute deletion of specified features, options or accessories that were not included in the submittal.
 - 4. The action required by the Contractor for each category of review is as follows:
 - a. **NO EXCEPTIONS TAKEN / "APPROVED AS SUBMITTED"**. NO RESUBMITTAL REQUIRED.
 - b. **MAKE CORRECTIONS NOTED / "APPROVED WITH CHANGES"**:
 - (1) **NO RESUBMITTAL REQUIRED**. The Contractor shall make corrections noted prior to manufacture.
 - (2) **PARTIAL RESUBMITTALS REQUIRED**. The Contractor shall submit related accessory or optional items as noted which are required but were not included with the submittal and/or shall resubmit unsatisfactory portions or attributes of items as noted. The Contractor may proceed to manufacture those portions of the submittal that will be unaffected by required resubmittals.

- c. **AMEND AND RESUBMIT / "REVISE & RESUBMIT"**. The Contractor shall amend and resubmit the submittal as noted or required to comply with the Contract Documents.
 - d. **REJECTED - RESUBMIT**. The item submitted does not comply with the Contract Documents in a major way. Resubmit items that comply with the requirements of the Contract Documents.
5. The letter of transmittal accompanying the returned Product Review submittal may contain numbered notes. Marking a corresponding number on a Shop Drawing or Product Data submittal shall have the same affect as applying the entire note to the submittal.
- I. Re-submittals that contain changes that were not requested by the Engineer on the previous submittal shall be accompanied by a letter explaining the change. See General Conditions.
- J. Favorable Review Required Prior to Proceeding.
- 1. Do not proceed with manufacture, fabrication, delivery or installation of items prior to obtaining the Engineers Favorable Review of Product Review submittals. See General Conditions.
- K. Intent and Limitation on Engineer's Review
- 1. The Contractor has primary responsibility for submitting and providing work that complies with the requirements of the Contract Documents. That responsibility cannot be delegated in whole or in part to subcontractors or suppliers. Neither the Engineer's Favorable Review nor the Engineer's failure to notice or comment on deficiencies in the Contractor's submittals shall relieve the Contractor from the duty to provide work which complies with the requirements of the Contract Documents.

1.06 PROPOSED EQUIVALENTS

- A. Comply with the submittal requirements for Shop Drawings, Product Data, and Samples submitted for Product Review in another paragraph of this Section.
- B. See General Conditions Section 2, paragraph 1.04E.
- C. Time of Submittal:
 - 1. General Conditions requires submittal of Proposed Equivalents within ample time, ample time shall be considered within 20 days of the Notice to Proceed. The Engineer may agree to a later submittal date if requested in writing within 20 days of the Notice to Proceed. The request shall identify the item, give the Specification reference, and proposed manufacturer and model number of the item that will be submitted and the proposed submittal date.
 - 2. The Engineer's agreement to a later submittal date shall be in writing and shall not be construed as Favorable Review or acceptance of the manufacturer or item proposed.
- D. Content of submittals shall be the same as that required for Product Data, Shop Drawings and Samples submitted for Product Review in another paragraph of this Section. In addition, the Engineer may request that the Contractor provide information on several recent similar installations of the item to verify its suitability.

The information shall include the project name and location, the Owner's name, address, telephone number and name of a knowledgeable person to contact for information on performance of the product.

- E. When the Contractor has listed specific maker's products on the Designation of Equipment or Material Manufacturers submitted with its Bid no changes will be permitted without submittal of acceptable evidence justifying the change and the Engineer's written approval.

1.07 PRODUCT INFORMATION SUBMITTALS

- A. Submit three copies. No copies will be returned. See General Conditions.
- B. Product Information submittals are required for the Owner's permanent records and will be used for future maintenance, repair, modification or replacement work. Product Information submittals will be examined only to verify that the required submittals have been made; they will NOT be reviewed for compliance with the Contract Documents.
- C. Make Product Information submittals prior to delivering material, products or items for which Product Information submittals are required.
- D. The Contractor has the sole and exclusive responsibility for furnishing products and work that meets the requirements of the Contract Documents.
- E. The Engineer reserves the right to comment on any submittal and to reject any product or work delivered, installed or otherwise at any time that the Engineer become aware that it is defective or does not meet the requirements of the Contract Document. See General Conditions.

1.08 MANUFACTURER'S CERTIFICATES

- A. Submit three copies.
- B. When specified in Technical Specification section, submit manufacturers' certificate to Engineer for review. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Engineer.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.01 TEMPORARY UTILITIES

- A. Sanitary Facilities: Provide and maintain self-contained portable sanitary facilities for the Contractor's, subcontractor's, Engineer's, and Owner's use. Facilities shall comply with applicable regulations and shall be serviced, cleaned and disinfected frequently.
- B. Temporary Water and Power Service: Provide all temporary utility service required for the project. Pay all utility service connection and use charges.
- C. The Contractor shall be responsible for providing and maintaining the necessary material storage places, watchmen, etc.

1.02 BARRICADES, FENCES AND ENCLOSURES

- A. See General Conditions Section 5 and Section 01040.
- B. Barricades: Provide temporary guard rails, ladders, stairs, guards, and barricades to protect persons in accordance with applicable regulations, including California Code of Regulations Title 8 and Cal/OSHA.

1.03 PROTECTION OF INSTALLED WORK

- A. Provide heavy planking to protect curbs, gutters, culverts, paving and similar surfaces from damage by heavy equipment or vehicles.

1.04 SECURITY

- A. Provide security and facilities to protect the Work, and existing facilities from unauthorized entry, vandalism, or theft.

1.05 TRAFFIC REGULATION

- A. Conduct operations so as to offer the least possible obstruction and inconvenience to traffic at the Dry Creek Wastewater Treatment Plant Facility. Do not overload or damage paved or improved surfaces, sidewalks, curbs or gutters.
- B. Provide industry acceptable methods to safely control pedestrian and vehicular traffic entering and leaving the project area and immediate vicinity.

1.06 PROJECT SIGN

Does not apply.

END OF SECTION

SECTION 01505

MOBILIZATION

1.01 GENERAL

- A. Mobilization shall include the obtaining of all permits; moving onto the site of all equipment; and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:
1. Moving on to the site of all CONTRACTOR's equipment required for installing the work.
 2. Installing temporary construction power, wiring, and lighting facilities.
 3. Establishing fire protection system.
 4. Developing construction water supply.
 5. Providing on-site sanitary facilities and potable water facilities.
 6. Arranging for CONTRACTOR's work/staging area and storage yard.
 7. Obtaining all required permits.
 8. Having all OSHA required notices and establishment of safety programs.
 9. Having the CONTRACTOR's superintendent at the job site full time.
 10. Submitting initial submittals.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

1.01 FINAL CLEANUP

- A. Prior to Final Inspection clean the entire construction area and all other areas affected by the performance of work under this Contract. Perform cleaning using personnel specializing in and skilled in cleaning and maintenance work. Perform repair work using personnel skilled in executing the type of work being repaired. Perform all work to the highest trade standards applicable to that type of work.
 - 1. Remove all temporary construction, signs, tools, equipment, excess material and debris.
 - 2. Remove all lumps, splatters, spots and stains caused by paint, adhesive, sealant or other foreign material from exposed or finished surfaces.
 - 3. Repair, patch or replace new or existing work including pavement, sidewalks, curbs, gutters, catch basins, gratings, manholes, covers, landscaping, plant materials and other items that have been damaged, broken, cracked or chipped as a result of performing this Work.
 - 4. Sweep clean and wash down all areas in the immediate project vicinity that have dirt, debris, etc. as a result of the work. Remove all hazardous material and material that may cause sediment in drainage systems prior to washdown. Remove all grease and oil stains on pavement caused by Contractor's equipment.

1.02 CONTRACTOR'S ACTION LIST OF ITEMS TO BE CORRECTED AND/OR COMPLETED

- A. During construction, the Contractor shall maintain an action list of items to be corrected and/or completed. The Contractor shall regularly add items and update the list as information becomes available or as requested by the Engineer. The Contractor shall deliver a current copy of the list to the Engineer at each progress meeting.

1.03 SEMIFINAL INSPECTION/SUBSTANTIAL COMPLETION

- A. See General Conditions. When the Contractor considers the Work nearly complete, the Contractor shall review the Contract Documents, inspect the Work, and use the Contractor's action list to prepare a Contractor's Punch List of all deficient or uncompleted items. The Contractor shall complete or correct items on the Punch List. When the Work is Substantially Complete in accordance with the General Conditions, the Contractor shall notify the Engineer in writing that the Contractor has reviewed the Contract Documents, inspected the Work and believes that the Work is Substantially Complete and ready for Semifinal Inspection.
- B. On receipt of the Contractor's Punch List and notice that the work is ready for Semifinal Inspection, the Roof Manufacturer's Representative will inspect the Work. The Roof Manufacturer's Representative may add additional items to the Contractor's Punch List, may find that the work is not ready for inspection, is ready for inspection but not Substantially Complete or that the Work is Substantially Complete. When the Roof Manufacturer's Representative finds the Work is

Substantially Complete, the Roof Manufacturer's Representative will prepare a Final Punch List and a notice of Substantial Completion which will state the date of Substantial Completion and the time agreed to by the Owner and the Contractor (not to exceed 30 days) in which the Work shall be fully complete and ready for Final Inspection. The Roof Manufacturer's Representative shall submit a copy of the Final Punch List to the Engineer.

1.04 FINAL INSPECTION, FINAL COMPLETION AND FINAL PAYMENT

- A. See General Conditions Section 7. When the Contractor has completed or corrected all the items on the Final Punch List, the Contractor shall give the Roof Manufacturer's Representative written notice that the Work is ready for Final Inspection. When the Roof Manufacturer's Representative finds the Work acceptable and fully complete in accordance with the Contract Documents, the Roof Manufacturer's Representative shall submit the Final Inspection Report to the Engineer and to the City's Building Division. After the Building Division accepts the Final Inspection Report as complete, and upon receipt of a final Application for Payment and all final submittals, the Engineer will issue a Notice of Final Completion, make Final Payment and Accept the Work stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Roof Manufacturer's Representative's observations and inspection, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents. Note that Final Payment is contingent upon the City of Roseville's Building Department stating that the work is satisfactorily completed in the opinion of the Building Department. Otherwise, payment shall be withheld until all the requirements of the Building Department have been fulfilled.
- B. Final Submittals include:
 - 1. Extra Materials
 - 2. Special Guarantees
 - 3. Insurance Certificate showing required continuation of coverage beyond Final Payment. See General Conditions Section 5, paragraph 1.19.
 - 4. Release of Liens. See General Conditions Section 7, paragraph 1.04.
 - 5. Waiver of Claims by Contractor. See General Conditions Section 7-1.11.
 - 6. And any other submittals required by the Contract Documents and not previously received.
- C. The Owner will record the Notice of Final Completion at the County Records Office.
- D. The Owner will make Final Payment to the Contractor per Section 7 of the General Conditions.

1.05 EXTRA MATERIALS

- A. Deliver specified extra materials and parts to Owner. Itemize all items on a transmittal letter in duplicate and obtain signature of receiving party. Submit copies of signed transmittals for all specified extra materials and parts prior to completion.

1.06 SPECIAL GUARANTEES

- A. Section 7, paragraph 1.10 of the General Conditions covers the Contractor's responsibility to remedy defects due to faulty workmanship and materials which appear within one year from the date of Substantial Completion.
- B. Guarantees for more than one year when called for in various sections of the Specifications shall be in the form of a special guarantee written on the letterhead of the Contractor, Subcontractor, or Supplier doing the work and/or supplying the item to be guaranteed, and countersigned by the Contractor as follows.
- C. Special Guarantee:

We hereby guarantee that the _____ which we have provided in the _____, Project, was done in accordance with the Drawings and Specifications, and that the work, as installed, will fulfill the requirements of the guarantee included in Specification Section _____. We agree to repair or replace any or all of our work, together with any other adjacent work which may be damaged or displaced by so doing, that may prove to be defective in workmanship or material (with the exception of defects due to ordinary wear and tear, and unusual abuse or neglect) within a period of _____ years from the date of acceptance of the above-named facility, without any expense whatsoever to the Owner. In the event of our failure to comply with the above-mentioned conditions within the period set forth in Section 7 of the General Conditions after being notified in writing by the Owner, we, collectively or separately, do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefor upon demand. We understand that the provisions of General Conditions apply to this Special Guarantee.

Signed _____
(Subcontractor or Supplier)

Company _____

Address _____

Telephone Number _____

Countersigned _____
(Contractor)

- D. Submit two original signed copies of each required Special Guarantee prior to completion.

1.08 TWELVE-MONTH INSPECTION

- A. Thirty (30) days prior to the expiration of the one-year guarantee period described in General Conditions Article 12, the Contractor shall tour the project with the Engineer and/or the Owner to prepare a list of corrective work required under the 12-month

guarantee. The Contractor shall correct all items found to be defective within 20 days of receipt of the list of items to be corrected.

END OF SECTION

SECTION 09000

DRY CREEK WASTEWATER TREATMENT PLANT ROOF REPLACEMENT SPECIFICATION

PART I - GENERAL

1.01 Description

- A. This guide specification describes typical application methods for a fully adhered, 60 mil TPA (Tri-Polymer Alloy) single ply roof system.
- B. Related Work
 - 1. Sheet Metal
 - 2. Sealants and Caulking

1.02 Scope of Work

- A. The roofing contractor shall furnish and install specified roofing and related components to the roof areas designated below at Dry Creek Waste Water Treatment Plant:
 - 1. New Digester Control Building #88:
 - a. Remove existing roof system to concrete deck.
 - b. Install one layer of 1 ½" polyisocyanurate insulation in low rise foam adhesive.
 - c. Install top layer of ½" gypsum board over insulation.
 - d. Install fully adhered TPA Single Ply roof system in water based bonding adhesive.
 - e. Secure top of base flashing with a termination bar set in butyl tape. Re-use existing counterflashing and reglet.
 - f. Install 120 lineal feet of walkway roll where directed by City personnel.
 - 2. Old Digester Control Building #83:
 - a. Remove existing roof system to concrete deck.
 - b. Install one layer of 1 ½" polyisocyanurate insulation in low rise foam adhesive.
 - c. Install top layer of ½" gypsum board over insulation.
 - d. Install fully adhered TPA Single Ply roof system in water based bonding adhesive.

- e. Secure top of base flashing with a termination bar set in butyl tape. Re-use existing counterflashing and reglet.
 - f. Install 120 lineal feet of walkway roll where directed by City personnel.
3. Old Digester Control Boiler Building:
- a. Clean and remove all debris from existing roof system.
 - b. Install one layer of ½" gypsum board in low rise foam adhesive.
 - c. Install fully adhered TPA Single Ply roof system in water based bonding adhesive.
 - d. Secure top of base flashing with a termination bar set in butyl tape. Re-use existing counterflashing and reglet.
4. Blower Building:
- a. Remove existing roof system to concrete deck.
 - b. Install two layers of polyisocyanurate insulation in low rise foam adhesive for a total of 5 ½".
 - c. Install top layer of ½" gypsum board over insulation.
 - d. Install fully adhered TPA Single Ply roof system in water based bonding adhesive.
 - e. Secure top of base flashing with a termination bar set in butyl tape. Re-use existing counterflashing and reglet.
 - f. Install 420 lineal feet of walkway roll where directed by City personnel.
5. RAS Building:
- a. Remove existing roof system to concrete deck.
 - b. Install two layers of polyisocyanurate insulation in low rise foam adhesive for a total of 5 ½".
 - c. Install top layer of ½" gypsum board over insulation.
 - d. Install fully adhered TPA Single Ply roof system in water based bonding adhesive.
 - e. Secure top of base flashing with a termination bar set in butyl tape. Re-use existing counterflashing and reglet.
 - f. Install 60 lineal feet of walkway roll where directed by City personnel.
- B. The roof shall be left watertight with no exposed insulation at the end of each work day.

1.03 Performance Requirements

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

C. Flashings: Comply with requirements of Division 7 Section "Sheet Metal Flashing and Trim." Provide base flashings, perimeter flashings, detail flashings and component materials that comply with requirements and recommendations of the following:

1. FMG 1-49 Loss Prevention Data Sheet for Perimeter Flashings.
2. FMG 1-29 Loss Prevention Data Sheet for Above Deck Roof Components.
3. NRCA Roofing and Waterproofing Manual (Fifth Edition) for construction details, as modified by FMG requirements indicated.
4. SMACNA Architectural Sheet Metal Manual (Fifth Edition) for construction details.

1.04 Quality Assurance

A. Qualifications:

1. Material Qualifications:

a. Roofing Material manufacturer shall:

- 1) Be nationally recognized in roofing and waterproofing industry for at least ten (10) years.
- 2) Single Ply Membrane must meet or exceed the 2013 Building Energy Efficiency Standards for Residential and Non-residential Buildings. Membrane must also be Cool Roof rated.
- 3) Provide local Field Representative to make periodic site visits, report work quality and job progress.
- 4) Provide list of at least three (3) projects available for inspection employing same system(s) within the last three years, within the same climate zone and 50 mile distance of project building(s).
- 5) Be approved by City of Roseville.
- 6) Provide independent laboratory test results for all roofing materials using ASTM test criteria as designated in Part 2 - Product section of this Specification indicating compliance with the performance criteria contained herein.
- 7) The presence and activity of the manufacturer's representative and/or Owner's representative shall in no way relieve the roofing contractor of his/her contractual liabilities/responsibilities.
- 8) Provide to the Owner names of at least three (3) qualified roofing applicators/installers.
- 9) Provide Warranty / Technical inspector available for full or part time inspection as required by the Owner.

2. Installer Qualifications:

- a. The roofing contractor shall be experienced and approved in writing by the roofing material manufacturer to install manufacturer's products and systems in accordance with manufacturer's warranty requirements.
- b. The Roofing Contractor shall:
 - 1) Be acceptable to the Owner and Roofing Material Manufacturer.

- 2) Be responsible for obtaining all data required from roofing material manufacturer.
 - 3) Have not been in Chapter 7 during the last ten (10) years.
 - 4) Provide references on similar project for public entities.
- B. Pre-installation Conference: Conduct conference at Project site(s). Review methods and procedures related to roofing system installation including, but not limited to, the following:
5. Meet with Owner Representative, Roof System Manufacturer's Representative, Installer, and installers whose work inter-faces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 6. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 7. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 8. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 9. Review structural loading limitations of roof deck during and after roofing.
 10. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 11. Review governing regulations and requirements for insurance and certificates if applicable.
 12. Review temporary protection requirements for roofing system during and after installation.
 13. Review roof observation and repair procedures after roofing installation.
- C. Source Limitations: Obtain components for membrane roofing system from or approved by roofing membrane manufacturer.
- D. Upon completion of the installation, an authorized manufacturers' Technical Service Inspector shall inspect the completed roof to verify that the visible elements of the installation have been installed in accordance with the Owner's and the manufacturers' specifications, detail drawings, and approved changes.

1.05 Submittals

- A. PRODUCT DATA: None required for specified products.

1.06 Product Delivery, Storage and Handling

- A. Materials shall be delivered in the original, unopened containers.
- B. All products shall be delivered to the job site with the manufacturer's labels on each roll or container. When required, the label shall also indicate the specified code/insurance approvals.
- C. All materials shall be stored flat, elevated from the roof or deck, protected with waterproof covers as necessary to keep the materials dry. The plastic wrap on the TPA rolls is not intended as a waterproof cover.
- E. All materials shall be protected from damage.
- F. Materials damaged in handling or storage shall not be used without authorization by Tremco. Unsalvageable materials shall be replaced at the contractor's expense.
- G. Material Safety Data Sheets, available from Tremco, shall be reviewed.

1.07 Job Conditions

- A. TPA roofing systems shall not be installed during periods of precipitation. TPA membrane may be installed under certain adverse weather conditions (temperature and humidity), contact Tremco for precautions that should be followed.
- B. **Only as much of the new roofing as can be made weathertight each day shall be completed in accordance with the Tremco specifications, including all field flashings.**
- C. All work shall be scheduled and executed without exposing the interior building area(s) to the effect of inclement weather. The existing building and its content shall be protected against all risks associated with installation of the roof system.
- D. All surface areas to receive new insulation, membrane or flashings, shall be thoroughly dry. Should surface moisture occur, the contractor shall provide necessary materials and equipment to dry the surface area affected prior to installation.
- E. All areas contaminated by dirt, debris, and dust shall be cleaned from surfaces by vacuuming, sweeping or power blowing.
- F. When storing material on the roof and during application, the roofing contractor shall ensure that overloading of the deck and structure does not occur.
- G. Any deteriorated deck or flashing substrate which is discovered shall be promptly reported to the Owner or designated representative.
- H. The roofing contractor shall investigate all existing roof drain lines. Non-functioning

drains shall be reported to the Owner prior to job start. It is the responsibility of the roofing contractor to insure adequate connection of the drain to the drain lines.

- I. The roofing contractor shall investigate the structural deck on the building to determine the type and length of fastener required. Gypsum, concrete and cementitious wood fiber decks require fastener pull-out tests, contact Tremco for additional information.
- J. If waste products, petroleum, grease, oil, solvents, mineral oil, and other contaminants come into contact with the TPA roofing membrane, contact Tremco for precautions and cleaning procedures.
- K. Site clean-up, including both interior and exterior building areas that have been affected by the roof installation, shall be completed to the Owner's satisfaction. All landscaped areas affected shall be raked clean and seeded, as required.
- L. All roofing, insulation flashings and metal work removed during construction shall be immediately removed from the site to a regulated legal dumping area authorized to receive such materials.

1.08 Warranty / Guarantee

A. Guarantee:

- 1. Upon project completion and Owner acceptance, effective upon complete payment, Contractor shall issue Owner a guarantee against defective workmanship and materials for a period of two (2) years.

B. Warranty and Service Agreement:

- 1. Upon project completion, Tremco acceptance, and once complete payment has been received by both Contractor and Tremco, Tremco shall deliver to the Owner a fifteen (15) year Tremco Roofing System Quality Assurance Warranty and Service Agreement. Tremco will, during the second, fifth, and tenth year of this warranty service agreement, provide the following for the Tremco Roof System:
 - a. Inspection by a Tremco Technical Service Representative and delivery of a written inspection report documenting roof conditions.

1.10 Bidding Requirements

- A. Pre-bid conference: A pre-bid conference shall be held with the Owner and all

parties and trades involved to discuss all aspects of the project. The contractor's field representative and/or foreman for the project shall be in attendance.

- B. All bidders shall visit the site and carefully examine the areas in question as to conditions that may affect the proper execution of the work. All dimensions and quantities shall be determined or verified by the contractor. No claims for extra costs shall be allowed for lack of full knowledge of the existing conditions.

PART II - PRODUCTS

2.01 General

- A. All components of the Tremco TPA Single Ply System shall be manufactured, supplied, or accepted in writing by Tremco or Owner approved equal manufacturer.

2.02 Fully Adhered Tri-Polymer Alloy Membrane

- A. The membrane shall be Tremco 60 mil TPA Fleece Backed, a tri-polymer alloy, polyester reinforced roofing system as supplied by Tremco, Inc. or Owner approved equal. The sheet shall conform to the properties listed below. NOTE: The physical properties listed below are typical values.

1. Color: White (top)/Gray (bottom)
2. Roll Size: 78" wide x 90' long
3. Weight: 4.5 oz. ft² (nominal)
4. Thickness ASTM D-751: 60 mil (nominal)
5. Breaking Strength ASTM D-751: 350 lbs x 325 lbs
6. Seam Strength ASTM D-638: 90%
7. Elongation @ Break ASTM D-751: 40% X 30%
8. Heat Aging ASTM D-3045: 80% x 80%
9. Tear Strength ASTM D-751: 100 lbs x 100 lbs
10. Low Temperature Bend ASTM D-2136: Pass (-40 F)
11. Permeance ASTM E-96: 0.003 Perms
12. Hydrostatic Resistance ASTM D-751: 400 psi
16. Ozone Resistance ASTM D-1149: PASS – No cracks after 168 hours exposure at 100 degrees F.

2.03 Related Materials

- A. Flashings

1. Tremco TPA Membrane Flashing: TPA membrane.
2. TPA Coated Metal: .020@ thick membrane laminated to 24 gauge G-90

- galvanized steel with acrylic backwash coating.
3. Tremco TPA Prefabricated Flashing: pipe boots, inside corners, outside corners.
- B. Flashing Adhesive: Sheeting Bond or Equal.
- C. Insulation Adhesive: Olybond or Equal.
- D. Membrane Adhesive: TPA Waterbased Bonding Adhesive or Equal.
- E. Sealants: Tremco Polyurethane Sealants.
- F. Seaming Procedure: Hot air welding, contact Tremco for acceptable equipment and methods.
- G. Mechanical Termination: Approved plates and screws or TPA coated metal.
- H. Insulation:
1. Polyisocyanurate
 2. Dens-Deck
- I. Fasteners: Factory coated steel fasteners meeting corrosion resistance provisions in FMG 4470, designed for fastening membrane to substrate, and acceptable to roofing material manufacturer.
- J. Roof Traffic Pads: Tremco TPA Walkway Roll.
- K. Wood Blocks: Pressure treated and painted with preservative on exposed edges.

PART III - EXECUTION

3.01 Pre-Job

- A. The Primary contractor, the Owner or Owner's representative shall conduct a pre-roofing conference before any work begins, so all parties involved in the installation of the roofing system construction, or who may work on or through the roofing system, understand their obligations with respect to the roofing membrane.

3.02 Substrate Inspection

- A. A proper substrate shall be provided to receive the mechanically fastened TPA roofing system. Contact Tremco for acceptable substrates. The roofing contractor shall notify the Owner and Tremco of any defects in the substrate. Work shall not proceed until the substrate has been repaired or replaced.
- B. Remove all loose debris from the surface.
- C. The roof surface shall be free of standing water, ice, or snow.

3.03 Substrate Preparation

- A. Projects that involve removal of the existing membrane and insulation shall have all foreign material removed to the existing structural deck unless otherwise noted.
- B. Building codes may require a thermal barrier between the roof deck and some roof insulations.
- C. Surfaces on which the TPA membrane is to be applied shall be compatible, clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease and other bitumen.
- D. When possible, work shall begin at the highest point of the roofing project area and proceed to the lowest point. All seams should be shingled with, or run parallel to, the flow of water. (Perimeter sheets may not always meet this requirement if the roof drains to the perimeter.)
- E. All loose gravel, debris, trash shall be removed or leveled. If necessary, accumulations of adhered foam, or other irregularities shall be scratched and removed so as to produce a flat, smooth surface. Insulation boards shall lay flat from one board to another.
- F. Prime concrete deck with Tremprime WB at 200-400 square feet per gallon.

3.04 Insulation

- A. The insulation manufacturer shall agree that the use of its product below the mechanically fastened TPA System is appropriate. It is the responsibility of the roofing contractor to insure appropriate selection of the specific brand of insulation for use under the Tremco TPA System. Consult Tremco for information concerning generic insulations which are appropriate for use under the Tremco TPA System.
- B. Insulation shall be installed according to the insulation manufacturer's instructions.

This includes board layout, number of fasteners required to attach the insulation board and the pattern of these fasteners.

- C. Insulation shall be adequately supported to sustain normal roof traffic without damage.
- D. Insulation shall be installed in parallel courses with end joints staggered and adjacent boards butted together with no joints greater than 1/8".
- E. Where Field-trimmed, insulation shall be fitted tightly around roof protrusions and terminations.
- F. Insulation attachment:
 - 1. Install all layers of polyisocyanurate and gypsum board in low rise foam insulation adhesive per manufacturer's instructions.
 - 2. Top layer of insulation will be gypsum board.
- G. No more insulation shall be applied than can be covered with the finished TPA membrane by the end of the day or the onset of inclement weather.

3.05 Membrane Installation

- A. Placement:
 - 1. The Tremco TPA membrane shall be fully adhered to the insulation.
 - 2. The perimeters and corners may require additional design consideration to develop the necessary resistance for wind conditions in excess of gale force winds. Contact Tremco for additional information if the building is located where winds may exceed standard warranty conditions or special code provisions are required.
 - 3. The membrane shall be cut to fit neatly around all penetrations and roof projections.
 - 4. The roofing membrane shall be unrolled and positioned with a minimum 4 ½" overlap. Laps shall be shingled with, or run parallel to, the slope of the roof.
- B. Attachment:

1. Adhere TPA membrane in solvent free, water-based adhesive. Application rate is 150 square feet per gallon.
2. Secure the membrane with fasteners and plates around curbs and other penetrations where there is a wood nailer required.
3. Position and secure the edge of each field sheet prior to welding the adjacent sheet to it.
4. Secure the membrane at all angle changes in the substrate using the same spacing used for the perimeter sheets. This procedure is required regardless of the cause of the angle change.

C. Seaming:

1. The overlapping sheets shall be welded using hot air welding equipment. The areas must be dry and must be clean. The contractor must ensure that dirt or debris does not interfere with the seaming process.
2. The equipment settings and alignment adjustments must be checked continuously during each day to ensure complete fusion within the welded area and a smooth, wrinkle-free seam.
3. Welds using the automatic welder shall be a minimum of 1 1/2" wide.
4. All hand welds shall be a minimum of 2" wide.
5. Membrane to TPA metal seams can be welded using an automatic welder or hand held equipment. Minimum seam widths as outlined above must be followed. Fasteners that secure the coated metal flashing shall not be located within the seam. Provide sufficient flange width (min. 5.0") on all flashings to allow for this requirement. Automatic welder settings will differ from membrane to membrane settings when welding membrane to coated metal.
6. The seams shall be checked for continuity and integrity. All imperfections must be corrected.
7. End Laps: Do not apply adhesive to membrane in end lap area. Seal end lap with 6" strip of non-fleecebacked TPA membrane. Heat weld membrane over end lap. Stagger all end laps.

D. Membrane Termination and Securement:

1. The TPA membrane shall be secured at all terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, rising wall, penthouse.
2. Secure membrane at all angle changes in the deck (changes in roof plane) or insulation taper: inside angles more than 1" per foot from the plane of the roof, ridge angles that exceed 1" per foot total angle change.
3. Securement shall be achieved using TPA coated metal flashing, adequately fastened to treated wood nailers, or Tremco fasteners (and plates) spaced according to deck type.
4. All terminations and fasteners shall be sealed within a lap or covered with a strip of TPA membrane, its perimeter continuously welded to the field sheet.

3.07 Membrane Flashing

- A. All flashings shall be installed as shown on the detail drawings or the manufacturer's standard details. All TPA membrane shall be installed concurrently with the roof membrane as the project progresses. No temporary flashings shall be allowed without prior written approval of the authorized Tremco agent. If any water is allowed to enter under the new roofing due to incomplete flashings, the affected area shall be removed and replaced at contractor's expense.
- B. Flashings shall not be applied over existing thru-wall flashings or weep holes. All flashings shall extend a minimum of 8-inches above roof level unless previously accepted by a Owner representative and an authorized Tremco agent.
- C. All TPA membrane base flashings shall be fully-adhered to a dry, smooth solvent-resistant and compatible substrate using Tremco White Sheeting Bond.
 1. When the surface is dry, TPA membrane flashings shall be cut to proper width and length, wall shall be coated evenly with Tremco White Sheeting Bond at a rate of approximately 1 gal/20sq.ft. using an 1/8" notched trowel, rates will vary depending on ambient temperature and surface condition. Allow Sheeting Bond to flash off 15 minutes minimum before covering with membrane. Adjust time for ambient conditions. Flashing membrane shall be rolled carefully onto the previously prepared substrate taking care to avoid wrinkles.
 2. No Sheeting Bond shall be applied to lap (seam) areas that are to be welded to flashings or adjacent membrane sheets by means of hot-air welding procedures.
 3. Care should be taken to ensure that the flashing does not bridge where there is

a change of direction.

- D. The top of the installed flashing shall be fastened under metal counterflashing, coping cap, or through metal reglet. The maximum distance between fasteners for TPA flashings shall be 8" through flat bar or through metal reglet.
- E. The metal reglet shall be caulked with polysulfide or polyurethane sealant. The sealant which is applied to the top of the metal reglet, will require periodic maintenance to check and renew the seal.

3.08 Roof Penetrations

- A. All penetrations (pipes, supports, soil stacks, curbs, etc.) Passing through the roofing membrane shall be flashed in accordance with Tremco details.
- B. The flashing seal shall be made directly to the penetration passing through the roof system unless the surface temperature of the penetration exceeds 140 F; surfaces with temperatures that exceed 140 F must have the flashing insulated from the heat source. Contact Tremco for assistance.
- C. Existing flashing shall be removed before new flashings are installed during retrofit projects.
- D. Use premolded corners to complete flashings of curbs, parapets, pitch pockets and other vertical surfaces.
- E. Use Tremco premolded boots to flash circular penetrations 1" to 8" diameter; boots must be pulled over the top of the penetration, do not split the boot.
- F. All others shall be field fabricated using TPA membrane or TPA coated metal.
- G. Pipe Clusters and Unusual Shapes:
 - 1. Clusters of pipes and other penetrations which cannot be sealed with TPA membrane or prefabricated flashings shall be sealed by surrounding them with sealant within a pitch pocket.
 - 2. Pitch pockets shall be fabricated from coated metal, installed and flashed into the membrane, filled with non-shrink grout to within 2" of the top of the flashing, and topped with vertical grade sealant, sloped to shed water as shown in the detail drawings. Allow grout to dry before applying sealant.
 - 3. Only use pre-molded flashings or field fabricated flashings using membrane or

coated metal are acceptable.

H. Roof Drains:

1. Use only drains with a positive clamping ring. Sleeve type drain inserts are only acceptable with prior approval from Tremco.
2. Existing flashing and bituminous materials shall be removed from the drain components in preparation for sealant and membrane.
3. A smooth, clean finish shall be provided on the mating surfaces between the clamping ring and the drain base.
4. Insulation shall be tapered around the drain to provide positive drainage, prevent the membrane from bridging, and provide a smooth transition from the roof surface to the drain clamping ring.
5. The seal between the membrane and the drain base shall be provided by polyurethane sealant under constant, even compression from the drain clamping ring.

3.09 Walkways

- A. Install walkpads as directed by City personnel.

3.10 Water Cut-Offs

- A. Measures shall be taken to ensure that water does not flow beneath the completed sections of the new TPA roofing system. Water cut-offs shall be provided on a daily basis and at the onset of inclement weather. Water cut-offs shall be removed prior to the resumption of work. The integrity of the water cut-off is the sole responsibility of the roofing contractor. Any membrane contaminated by cut-off materials shall be removed before installation of the system continues.

3.11 Membrane Repair

- A. Correction of damage to the membrane may be accomplished by hot-air welding a membrane section over the affected area.
- B. If the defect is not smooth, cut out and remove enough material to provide an even surface. If any mechanical fasteners are encountered, the repair should include provisions to fasten the repair materials.
- C. Repair materials shall overlap the field sheet a minimum of 3" to provide adequate room for a proper weld. Hand welds shall be a minimum of 2"; machine welds shall be a minimum of 1 ½".
- D. Cut all corners of repair materials round.

3.12 Cleaning

- A. Keep premises free from accumulation of waste and debris. At the completion of the work and as necessary during the progress of the work, remove from the premises surplus materials, waste, and debris.
- B. Upon completion, thoroughly clean surfaces in a manner that will not affect the finish appearance or weather tightness.

END OF SECTION



COUNCIL COMMUNICATION

CC #: 7821
File #: 0800-03

Title: Software Annual Licensing and Maintenance Fees - Purchase Order Renewal
Contact: Jason Grace 916-774-5643 jgrace@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends City Council authorize the annual renewal of the purchase order with DNV-GL, dba Digital Inspections for licensing, maintenance, and software support for Roseville Electric Utility's existing computerized maintenance management software. The annual cost of this service is \$24,325.00.

BACKGROUND

The California Public Utilities Commission (CPUC) and Western Electricity Coordinating Council/North American Electric Reliability Corporation (WECC/NERC) mandate Roseville Electric Utility to perform and document time based maintenance and inspections on substation and distribution electric system assets. Both regulatory entities perform regular audits of the utility's records. The necessity to provide data and requested reports is crucial to stay compliant. Non-compliance would result in severe financial penalties, impacting both Roseville Electric Utility and the City of Roseville.

The utility uses Cascade, the Digital Inspections software, as the preventative maintenance and asset management system to document compliance with CPUC and WECC/NERC regulation. Digital Inspections is the sole source provider of Cascade software. They provide unlimited software support and upgrades at no additional charge during the service period. The continued use of this software is imperative to maintain compliance with regulatory standards.

A Citywide project is in progress to implement an enterprise asset management system. The new system will meet Roseville Electric Utility's needs currently filled by Digital Inspections and replace their software. The utility will continue to use Digital Inspections for licensing, maintenance, and software support until the enterprise asset management project is fully implemented. Therefore, staff requests authorization to continue renewing the purchase order without further City Council approval for as long as Roseville Electric Utility continues to use Digital Inspections, subject to City Council approval of budget.

FISCAL IMPACT

Funding for this service is included in the Roseville Electric Utility Operations Fund approved fiscal year 2016/2017 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Jason Grace, Electric Operations Manager

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 7810
File #: 0203-03

Title: Liquid Aluminum Sulfate (BACC 01-2016) - Service Agreement
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement with Chemtrade Chemicals US LLC, as the lowest responsive bid received for BACC 01-2016 for the purchase and delivery of liquid aluminum sulfate for the City's Water Treatment Plant. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement. The total estimated annual cost is \$200,710.00, not to exceed budgeted amount.

BACKGROUND

The Environmental Utilities Department has an ongoing requirement for liquid aluminum sulfate (aka liquid alum) for use at the City's Water Treatment Plant. Liquid alum is used as a flocculating agent in the water purification process at the plant. The estimated annual usage is based on previous years' historical data and knowledge of future requirements. The estimated annual cost of the agreement is \$200,710.00, not to exceed the budgeted amount.

In March 2016, the City participated in a regional chemical bid lead by the Bay Area Chemical Consortium (BACC), with the Dublin San Ramon Services District serving as the coordinating agency. BACC is comprised of water and wastewater agencies in the Northern California area, working together to purchase chemicals by combining bid solicitations. BACC is an informal cooperative that advertises and opens sealed competitive bids and then prepares bid recommendations. Combined bid solicitations offer vendors an opportunity to sell greater quantities of their products. Because more than 50 public agencies are now participating, significant savings for chemical purchases are being passed along to the agencies' water and wastewater customers.

FISCAL IMPACT

The total estimated value of the award is \$200,710.00 and funding is included in the Environmental Utilities Department's FY2016/17 budget, not to exceed budgeted amount.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed Purchase Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-288

Service Agreement

RESOLUTION NO. 16-288

APPROVING A SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND CHEMTRADE CHEMICALS US, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1703203) between City of Roseville and Chemtrade Chemicals US, LLC, for liquid aluminum sulfate, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

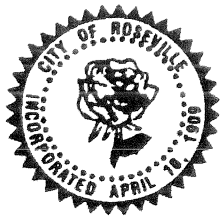
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703203**

SERVICE LOCATION: WATER TREATMENT PLANT
9595 BARTON ROAD
GRANITE BAY, CA 95746

REQ. NO.: RENEWAL DATE: 5/7/16

SUBMIT ALL INVOICES TO:

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

Contractor No.: V40034
Telephone No.: 800-441-2659 Fax:
Email address: bids@chemtradelogistics.com
Contractor: CHEMTRADE CHEMICALS US LLC
ATTN: BIDS DEPARTMENT
90 EAST HALSEY ROAD
PARSIPPANY, NJ 07054

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 08421-5015

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/16	NET 30	6/30/17	Approved by Risk Mgt.	STEPHEN PETERSON

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

PROVIDE LIQUID ALUMINUM SULFATE ON AN AS NEEDED BASIS IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS, AND CONDITIONS OF (BACC) BID NO. 01-2016 AT A COST OF \$0.5401 PER GALLON.

PLEASE CONTACT STEPHEN PETERSON AT 916-746-1996 FOR QUESTIONS REGARDING THIS CONTRACT.

*PROPER INSURANCE MUST BE IN PLACE BEFORE SERVICE CAN BEGIN.

**Total cost listed below is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Total Cost of Service: \$ **200,710.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION (LLC)

CONTRACTOR:

Elizabeth Ryno

ELIZABETH RYNO

MARKETING SPECIALIST

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

Parul Kachhia-Patel

PARUL KACHHIA-PATEL

MARKETING SPECIALIST

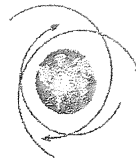
SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



CHEMTRADE

DELEGATION OF AUTHORITY

I, Mark Davis, President and Chief Executive Officer of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel	Lisa Brownlee	Paul Peters	Elizabeth Ryno
Leilina Gossa	Ann Hopler	Andrew Hoffman	Michele Schroeder

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 31st day of January, 2016.

Mark Davis
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Paré, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Mark Davis is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Davis, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer.

Mark Davis
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 31st day of January, 2016.

Susan Paré
Corporate Secretary

Seal

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to.
- 10a. 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.
- 10b. 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.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. 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.
- 10f. 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.
- 10g. 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.
- 10h. 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.
- 10i. 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 Service Agreement, the terms of this Service 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. If the project referenced on this service agreement is a Public Works project, then the following paragraph 17 shall apply. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.



COUNCIL COMMUNICATION

CC #: 7793

File #: 0203-13-01

Title: Asphalt Products (RFQ 01-3088) - Purchase Order
Contact: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

Meeting Date: 7/6/2016

Item #: 6.5.

RECOMMENDATION TO COUNCIL

Recommend Council award an annual purchase order to Vulcan Materials Company for Asphalt Products in response to RFQ 01-3088. The total estimated annual cost of asphalt products is \$350,000.00, or not to exceed budgeted amount.

BACKGROUND

The Public Works Street Maintenance Division has annual requirements for asphalt products for street patching. RFQ 01-3088 included an initial base year and four one-year renewal options. Bidders were asked to quote "will call" pricing for the asphalt products. The purchases will be made on an as needed basis throughout the City's fiscal year.

A formal bid was issued with the following one (1) response:

Bidder

Total Unit Pricing

**Vulcan Materials Company
Sacramento, CA**

Attached

FISCAL IMPACT

The estimated cost for asphalt products is \$350,000.00, or not to exceed budgeted amount. Funding is included in the Public Works Street Maintenance Division FY2016/17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines

§15061(b)(3). The purchase of asphalt products does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Peter Brevik, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Bid Summary Sheet

RFQ #01-3088

DATE: June 7, 2016

TIME: 3:05 PM

BID BOND REQUIRED: NO

CITY OF ROSEVILLE
CALIFORNIA

[illegible]

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)



COUNCIL COMMUNICATION

CC #: 7807
File #: 0203-04

Title: Guardrail and Fence Repair Project (RFQ 01-3078) - Service Agreement
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Authorize award to Golden Bay Fence & Iron Works as the lowest responsive bid to RFQ 01-3078 to repair (6) guard rails and (4) fences throughout the City of Roseville. The total cost of the guard rail and fence repairs will not exceed \$55,863.00. Additionally, adopt a resolution authorizing the City Manager to sign the attached service agreement.

BACKGROUND

The Street Maintenance Division is responsible for the maintenance of the City's guard rail and public right of way fences for the safety of residents and visitors of the City of Roseville. The Street Maintenance Division periodically receives accident and/or vandalism reports from the Roseville Police Department that inform of damage to City assets. In the last year there has been a high number of guard rails and fences that have been damaged from the result of auto accidents or vandalism. After completing inspection of damaged guard rails and fences, the inspection warranted the repairs of (6) guard rails and (4) fences that were damaged and in need of immediate repair to function as intended.

A formal bid was issued where vendors were asked to quote the price for (6) guard rail repairs and (4) fence repairs at separate locations. The bid is based on the lowest responsive bidder for the combined total.

<u>Bidder</u>	<u>Total Guard rail</u>	<u>Total Fence</u>
Midstate Barrier, Inc. Stockton, CA	\$46,100.00	N/A
Golden Bay Fence Plus Iron Works, Inc. Stockton, CA	\$45,729.00	\$13,134.00
Crusader Fence Co. Ranch Cordova, CA	\$83,110.00	\$20,573.00

FISCAL IMPACT

The total cost of the agreement is \$58,863.00. Funding was included in the Streets Maintenance Department's FY2015/16 budget and will be carried over into the new fiscal year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The guard rail and fence repair services do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-285

Signed Service Agreement

RESOLUTION NO. 16-285

APPROVING A SERVICE AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND GOLDEN BAY FENCE & IRON WORKS,
INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1603429) between City of Roseville and Golden Bay Fence & Iron Works, Inc., for guardrail and fence repair services, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

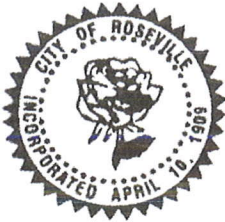
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1603429**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: R1613749 DATE: 4/28/16

SUBMIT ALL INVOICES TO:

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

Contractor No.: V39925
Telephone No.: (209) 944-9754 Fax:
Email address: pchavez@goldenbayfence.com
Contractor: GOLDEN BAY FENCE & IRON WORKS
ATTN: PAUL CHAVEZ
4101 S. "B" STREET
STOCKTON, CA 95206

Department: PW / STREET MAINTENANCE

Acct. Code: 08344-5000
21511-5340

Buyer: BABETTE OWENS
Phone: (916) 774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
*ASAP	NET 30	UPON FINAL PAYMENT	Approved by Risk Mgt.	LARRY HAGEN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

VENDOR SHALL REPAIR (6) GUARDRAILS AND REPAIR (4) FENCES THROUGHOUT THE CITY OF ROSEVILLE IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS, CONDITIONS, AND ATTACHMENTS OF RFQ 01-3078.

PLEASE CONTACT LARRY HAGEN AT (916) 774 5792 FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Total Cost of Service: \$ **58,863.00**

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

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

Business License No.: 00824976 Contractor License No.: 664905 DIR Registration No.: 1000000720

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PAUL W. CHAVEZ

PRINT NAME

PRESIDENT

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 7814
File #: 0203-09

Title: Slurry and Concrete Mix (RFQ 01-3082) - Service Agreement
Contact: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Recommend Council authorize the award of a service agreement to Aba Daba Rents & Ready Mix for slurry or concrete mix in response to RFQ 01-3082. The total estimated amount of spending on slurry or concrete is \$110,000. Additionally, adopt a resolution authorizing the City Manager to sign the attached service agreement.

BACKGROUND

The Environmental Utilities Water and Wastewater Divisions have ongoing requirements for slurry or concrete mix. The primary uses for the slurry and concrete mixes are to back-fill trenches that are dug for repairing, replacing or adding new water and sewer lines as well as underground utilities and repairing driveways, curbs and gutters. The slurry and concrete mix is purchased on an as needed basis as the jobs arise for the end using departments. Also, four optional one-year renewals were included in the slurry or concrete bid.

A formal bid was issued where vendors were asked to quote the unit prices for thirteen types of slurry or concrete with delivery charges, fuel surcharge, night time delivery fees and 3 cubic yards of slurry or concrete materials.

A formal bid was issued and the one (1) response attached.

FISCAL IMPACT

The estimated annual cost of slurry or concrete is \$110,000. Funding is included in Environmental Utilities Water and Wastewater Division's FY2016/17 budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves the use of slurry and concrete mix to repair, maintain, replace and/or reconstruct existing facilities. These activities are exempt from CEQA under Class 1 and 2 Categorical Exemptions (State CEQA Guidelines Section 15301 and 15302). The Exemptions have been prepared and no further CEQA action is required for these activities.

The above concrete and slurry services would also be used for new construction only where the proposed project has already achieved CEQA compliance (via an Exemption, Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report). Where applicable, related CEQA documentation would be brought before the City Council for review/approval prior to new construction that would involve the slurry and concrete construction services contracted for under the proposed services agreement. Consequently no further CEQA action is required at this time for new construction activities.

Respectfully Submitted,

Peter Brevik, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Bid Summary Sheet

Resolution No. 16-293

S1704141 Aba Daba Rents and Ready

BID SUMMARY SHEET

BID OPENING FOR:

Slurry or Concrete Mix Rapid Set Sand Slurry

2016-2017

[illegible]

Staff

Visitors (Name & Company)

Visitors (Name & Company)

RFQ #01-3082

DATE: May 2, 2016

TIME: 3:05 PM

BID BOND REQUIRED: NO

SLURRY OR CONCRETE MIX

Sand Slurry Portland Cement

2016-2017

[illegible]

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

RFQ #01-3082

DATE: May 2, 2016

TIME: 3:05 PM

BID BOND REQUIRED: NO

BID SUMMARY SHEET

BID OPENING FOR:

SLURRY OR CONCRETE MIX

Concrete Mix Rapid Set

20 16 - 20 17



Bidders Name City, State	5.0 sack rapid 3/4 rock 50 cu/yd unit	Extended price	6.0 sack rapid 3/4 rock 100 cu/yd unit	Extended price
Aba Daba Rents Citrus Heights, CA		N/A		N/A

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

[Handwritten signatures]

BID SUMMARY SHEET

BID OPENING FOR:

SLURRY OR CONCRETE MIX
Concrete Mix Portland Cement

2016-2017

[illegible]

Staff

Visitors (Name & Company)

Visitors (Name & Company)

RESOLUTION NO. 16-293

APPROVING A SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND ABA DABA RENTS & READY MIX,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1704141) between City of Roseville and Aba Daba Rents & Ready Mix, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

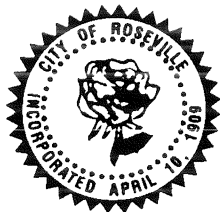
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1704141**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: R1613832 DATE: 5/13/16

SUBMIT ALL INVOICES TO:

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

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 08431-5340
31502-6130

Buyer: PETER BREVIK
Phone: (916) 774-5724

Contractor No.: V00003
Telephone No.: 916-725-1556 Fax: 916-723-5374
Email address: vblackwell@abadaba.com
Contractor: ABA DABA RENTS & READY MIX
ATTN: VICKI BLACKWELL
7448 AUBURN BLVD
CITRUS HEIGHTS, CA 95610

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/01/16	NET 30	6/30/17	Approved by Risk Mgt.	SETTLES/BRACCO

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

PROVIDE SLURRY OR CONCRETE MIX ON AN AS NEEDED BASIS AT THE DIRECTION OF ENVIRONMENTAL UTILITIES IN ACCORDANCE WITH ALL TERMS, CONDITIONS AND ATTACHMENTS OF RFQ 01-3082 SLURRY OR CONCRETE MIX.

PLEASE CONTACT DAVE SETTLES OR CHRIS BRACCO AT (916) 774-5753 OR (916) 746-1892 FOR QUESTIONS REGARDING THIS AGREEMENT.

*PROPER INSURANCE MUST BE IN PLACE BEFORE SERVICE CAN BEGIN.

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

Total Cost of Service: \$ **\$110,000.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>."
- 10a. 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.
- 10b. 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.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. 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.
- 10f. 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.
- 10g. 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.
- 10h. 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.
- 10i. 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 Service Agreement, the terms of this Service 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. If the project referenced on this service agreement is a Public Works project, then the following shall apply. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.

ATTACHMENT A

HUMAN RESOURCES/RISK MANAGEMENT DIVISION INSURANCE REQUIREMENTS – SERVICE AGREEMENT GENERAL

Required Coverage:

- General Liability: \$1,000,000 per occurrence
\$2,000,000 aggregate
Personal Injury:
\$1,000,000 per occurrence
\$2,000,000 aggregate
 - Automobile Liability: \$1,000,000 combined single limit
 - Workers' Compensation: Statutory
- *Policies must be primary and non-contributory
 - *Policies must contain a waiver of subrogation
 - *A 10 day notice of cancellation must be provided
 - *The policies may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible
 - *All Self Insured Retentions must be listed on the certificate

Required Documentation:

- A certificate(s) of insurance listing the required coverage and naming the City of Roseville as Certificate Holder. The Certificate should be addressed to:

The City of Roseville
Insurance Compliance
P.O. Box 12010-R1, Hemet, CA 92546-8010

- Additional Insured Endorsement- General Liability policy: CG 20 10 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
- Waiver of Subrogation Endorsements
- Primary and Non-Contributory Coverage Endorsement – CG 20 01 04 13 or an equivalent

***NOTE: statements on the certificate of insurance in lieu of the documentation required above will not be accepted.**

Questions concerning any of the above should be directed to Ebix Customer Service
Phone: 951-652-4239 /fax 770-325-5727 or email: Roseville@ebix.com



COUNCIL COMMUNICATION

CC #: 7817
File #: 0203-09

Title: Utility Trench Patching (RFQ 01-3083) - Service Agreement
Contact: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Recommend Council award a service agreement to Central Valley Engineering & Asphalt for utility trench patching services in response to RFQ 01-3083. The total estimated cost of service is \$220,000. Additionally, adopt a resolution authorizing the City Manager to sign the attached service agreement.

BACKGROUND

The Environmental Utilities Water and Wastewater Divisions have a requirement for open orders for trench patching services on an as needed basis. The trench patching services are utilized to backfill ditches created for the repair and maintenance of underground water and sewer lines. The RFQ includes four one-year optional renewal years based on performance and service.

A formal bid was issued with the following two (2) responses:

<u>Bidder</u>	<u>Utility Trench Paving Backfill and Embedment</u>	<u>Deep Cut "T" Patch Reconstruction</u>
Al's Grading and Paving Roseville, CA	\$22.00	\$22.00
Central Valley Engineering & Asphalt Roseville, CA	\$13.25	\$13.25

FISCAL IMPACT

The estimated annual value of the award is \$220,000.00. Funding is included in the Environmental Utilities Department FY2016/17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves the repair/maintenance of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Peter Brevik, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-296

S1704140 Central Valley Engineering

RESOLUTION NO. 16-296

APPROVING A SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND CENTRAL VALLEY ENGINEERING AND
ASPHALT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1704140) between City of Roseville and Central Valley Engineering and Asphalt, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

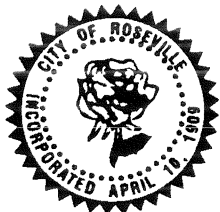
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1704140**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: R1613857 DATE: 5/13/16

SUBMIT ALL INVOICES TO:

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

Contractor No.: V32231
Telephone No.: 916-791-1609 Fax: 916-791-6424
Email address: james@cenvalley.com
Contractor: CENTRAL VALLEY ENGINEERING & ASPHALT
ATTN: JAMES CASTLE
216 KENROY LANE
ROSEVILLE, CA 95678

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 08431-5100
08432-5100

Buyer: PETER BREVIK
Phone: (916) 774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/01/16	NET 30	6/30/17	Approved by Risk Mgt.	SETTLES/BRACCO

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

PROVIDE UTILITY TRENCH PAVING BACKFILL AND EMBEDMENT ON AN AS NEEDED BASIS AT THE DIRECTION OF ENVIRONMENTAL UTILITIES IN ACCORDANCE WITH ALL TERMS, CONDITIONS AND ATTACHMENTS OF RFQ 01-3083 UTILITY TRENCH PATCHING.

PLEASE CONTACT DAVE SETTLES OR CHRIS BRACCO AT (916) 774-5753 OR (916) 746-1892 FOR QUESTIONS REGARDING THIS AGREEMENT.

*PROPER INSURANCE MUST BE IN PLACE BEFORE SERVICE CAN BEGIN.

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

Total Cost of Service: \$ **\$220,000.00**

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

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

Business License No.: 00803812 Contractor License No.: 713404 DIR Registration No.: 1000001249

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

Warren Holt

PRINT NAME

President

TITLE

CONTRACTOR:

SIGNATURE

James Castle

PRINT NAME

CEO/Secretary

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

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 a thirty (30) day notice.
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>.
- 10a. 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.
- 10b. 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.
- 10c. 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.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. 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.
- 10f. 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.
- 10g. 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.
- 10h. 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.
- 10i. 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 Service Agreement, the terms of this Service 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.

<i>City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.</i>
--

ATTACHMENT A

HUMAN RESOURCES/RISK MANAGEMENT DIVISION INSURANCE REQUIREMENTS – SERVICE AGREEMENT CONSTRUCTION

Required Coverage:

- General Liability: \$2,000,000 per occurrence
\$4,000,000 aggregate
Personal Injury:
\$2,000,000 per occurrence
\$4,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Workers' Compensation: Statutory

- *Policies must be primary and non-contributory
- *Policies must contain a waiver of subrogation
- *A 10 day notice of cancellation must be provided
- *The policies may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible
- *All Self Insured Retentions must be listed on the certificate

Required Documentation:

- A certificate(s) of insurance listing the required coverage and naming the City of Roseville as Certificate Holder. The Certificate should be addressed to:

The City of Roseville
Insurance Compliance
P.O. Box 12010-R1, Hemet, CA 92546-8010

- Additional Insured Endorsement- General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. **Endorsement must include coverage for on-going and completed operations.** Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Waiver of Subrogation Endorsements
- Primary and Non-Contributory Coverage Endorsement – CG 20 01 04 13 or an equivalent

***NOTE: statements on the certificate of insurance in lieu of the documentation required above will not be accepted.**

Questions concerning any of the above should be directed to Ebix Customer Service
Phone: 951-652-4239 /fax 770-325-5727 or email: Roseville@ebix.com



COUNCIL COMMUNICATION

CC #: 7798
File #: 0203-12

Title: Fire Hose (RFQ 2060) - Purchase Order
Contact: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Recommend Council authorize the renewal of an open annual purchase order to Allstar Fire Equipment, Inc. for fire hose to be purchased as needed utilizing RFQ 2060. The estimated total annual cost of the hose is \$50,000.00 or not to exceed department budgeted amounts.

BACKGROUND

As part of their ongoing equipment maintenance activities, the Fire Department regularly inspects and replaces hose for their fire engines. Engine hose is also replaced on an as needed basis throughout the year if any of the Fire Department's existing hose is damaged during use in firefighting activities.

In June 2013 staff awarded a contract to Allstar Fire Equipment, Inc. as the result of bids received for RFQ 2060 for 25-foot, 50-foot, and 100-foot lengths of 5-inch fire hose. The 5-inch diameter hose is the Fire Department's "supply hose" for their fire engines. It provides water from the hydrant to the fire engine. It can also be used to supply water to the truck's ladder pipe master stream. The hose life expectancy is between 10-15 years, which can vary depending on the amount of use.

The bid allowed for four optional renewal years. This will be the third of four optional renewal years. Staff requests authorization to continue utilizing the remaining optional renewal years of the bid contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

FISCAL IMPACT

The estimated annual cost of the fire hose is approximately \$50,000.00. Funding is included in the Fire Department's FY2016/17 budget. The dollars will be encumbered one year at a time for each remaining optional renewal year of the bid contract pending Council approval of budgets for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Joanna Oukrop, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 7813
File #: 0203-15

Title: Public Safety Dry Cleaning - Service Agreement Renewal
Contact: Katrina Rostam 916-774-5848 krostam@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a renewal of the service agreement to Judi's Cleaners Inc. for the Fire and Police departments' annual requirement of dry cleaning/laundry services. The estimated total value for the contract is \$70,000.00 annually for the remaining two years. Additionally, adopt a resolution authorizing the City Manager to sign the service agreement.

Staff requests authorization to continue utilizing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including the authorization for the City Manager to sign the fourth and final optional renewal agreement in fiscal year 2017/18 pending Council approval of budgets for that year.

BACKGROUND

In March 2013 the Fire Department sent out a Request for Proposal on behalf of both the Fire and Police Departments regarding dry-cleaning services for employee uniforms. Proposals were to include prices for both dry-cleaning services and laundry services. The greater portion of the services is shirts and pants. The actual amount spent varies from year to year based on the volume of items submitted for dry cleaning. The RFP included four 1-year optional renewal years based on performance and service. The 2016/17 fiscal year is the third of four optional renewal years.

FISCAL IMPACT

The estimated total annual cost for dry-cleaning/laundry services is \$70,000.00. Funding is currently included in the Police and Fire Department's 2016/2017 fiscal year budgets. The dollars will be encumbered one year at a time pending Council approval of budget for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Katrina Rostam, Administrative Analyst

Rick Bartee, Fire Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-292

Service Agreement Renewal - Judi's Cleaners

RESOLUTION NO. 16-292

APPROVING A SERVICE AGREEMENT RENEWAL
BETWEEN CITY OF ROSEVILLE AND JUDI'S CLEANERS, INC., AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S1705063) for dry cleaning services for public safety employee uniforms, between City of Roseville and Judi's Cleaners, Inc., has been prepared and reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service agreement renewal 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 is authorized to execute a service agreement amendment for the fourth and final optional renewal agreement in fiscal year 2017/18 pending City Council approval of the budget for that year.

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



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1705063**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: RENEWAL DATE: 6/3/16

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

Contractor No.: V39688
Telephone No.: (916)966-7675 Fax: (916)786-9012
Email address: judiscleanersadministration@gmail.com
Contractor: JUDI'S CLEANERS INC.
ATTN: MARY COMBS
4005 MANZANITA AVE. SUITE 45
CARMICHAEL, CA 95608

Department: POLICE/FIRE

Acct. Code: 05500-4055
06021-4055

Buyer: JOANNA OUKROP
Phone: (916)774-5745

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/01/16	NET 30	6/30/17	Approved by Risk Mgt.	KATRINA ROSTAM/SHELLY BRACCO

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
PERFORM PUBLIC SAFETY DRY CLEANING SERVICES IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS,
CONDITIONS AND ATTACHMENTS OF THE CITY'S RFP FOR PUBLIC SAFETY DRY CLEANING SERVICES.

PLEASE CONTACT KATRINA ROSTAM AT (916)774-5848 OR SHELLY BRACCO AT (916)774-5018 FOR QUESTIONS
REGARDING THIS CONTRACT.

*PROPER INSURANCE MUST BE IN PLACE BEFORE SERVICE CAN BEGIN.

**The total amount listed is an approximation only. The City does not guarantee whatsoever the actual amount to be spent.

Total Cost of Service: \$ **70,000.00**

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

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and
Attachment "A". **GNB32015-03482**

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 7799
File #: 0203-12

Title: Police Radios - Purchase Order
Contact: Peter Brevik 916-774-5724 pbrevik@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a purchase order to Motorola Solutions for the purchase of nineteen radios utilizing Houston-Galveston Area Council (HGAC) contract# RA05-15. The cost of the radios is \$81,897.76 plus tax of \$6,142.34 for a grand total of \$88,040.10.

BACKGROUND

The Police Department has a requirement for a quantity of nineteen (19) Police radios to outfit new Police vehicles that were recently purchased. The City will be piggybacking the HGAC contract# RA05-15 for the radios. The contract is effective from May 1, 2015 through April 30, 2018. The City is receiving a twenty-five percent discount off of the base radio and all of the options except for the 3-year extended warranty. These vehicles and radio accessories were approved in the FY2015/16 Auto Replacement Budget.

FISCAL IMPACT

The cost of the radios is \$81,897.76 plus tax of \$6,142.34 for a total of \$88,040.10. Funding was included in the Auto Replacement Budget for FY2015/16 and will be carried over into the new fiscal year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Peter Brevik, Buyer

Paul Diefenbach, Central Services Director

A handwritten signature in blue ink, appearing to be 'Rob Jensen', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 7800
File #: 0203-009

Title: Lab Testing (RFQ 2043) - Service Agreement Renewal
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.12.

RECOMMENDATION TO COUNCIL

Authorize a service agreement renewal with Caltest Analytical Laboratory for lab testing services. In addition, adopt a resolution authorizing the City manager to sign the attached service agreement. The estimated annual cost of the agreement is \$96,000.00, not to exceed budgeted amount.

BACKGROUND

The City of Roseville's Dry Creek Wastewater Treatment Plant (DCWWTP) and Pleasant Grove Wastewater Treatment Plant (PGWWTP) are regulated by the Central Valley Regional Water Quality Control Board through the issuance of NPDES permits. These permits include individual pollutant limits and mandated sampling/monitoring criteria. The City contracts with outside analytical laboratories to perform the permit required analysis that cannot be performed at the City's Water Quality Laboratories.

A bid was awarded in January 2013 and allowed for optional renewal years, with this being the fourth and final year of this contract. The services provided have been satisfactory and in accordance with the terms and conditions of the bid.

FISCAL IMPACT

The estimated annual cost of the agreement is \$96,000.00. Funding is included in the Environmental Utilities Department's FY2016/17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a

direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3). Lab testing services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-278

Caltest Signed SA

RESOLUTION NO. 16-278

APPROVING A SERVICE AGREEMENT RENEWAL
BETWEEN CITY OF ROSEVILLE AND CALTEST ANALYTICAL LABORATORY AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S1703031) between City of Roseville and Caltest Analytical Laboratory for lab testing services, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

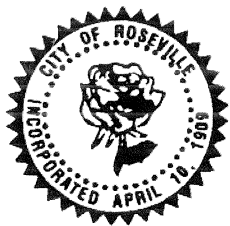
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703031**

SERVICE LOCATION: DRY CREEK WWTP
1800 BOOTH ROAD
PLEASANT GROVE WWTP
5051 WESTPARK DRIVE

REQ. NO.: RENEWAL DATE: 6/3/16

SUBMIT ALL INVOICES TO:

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

Contractor No.: V29871
Telephone No.: 888-258-8378 Fax: 707-226-1001
Email address: melinda_kelley@caltestlabs.com
Contractor: CALTEST ANALYTICAL LABORATORY
ATTN: TODD ALBERTSON
1885 N. KELLY ROAD
NAPA, CA 94558

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 08426-5101

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/16	NET 30	6/30/17	Approved by Risk Mgt.	KIM SPEAR

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

PROVIDE LAB TESTING SERVICES IN ACCORDANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS AND ATTACHMENTS OF RFQ 2043.

PLEASE CONTACT KIM SPEAR AT 916-746-1876 FOR QUESTIONS REGARDING THIS CONTRACT.

*PROPER INSURANCE MUST BE IN PLACE BEFORE SERVICE CAN BEGIN.

** The City does not guarantee whatsoever the actual value of this agreement.

Total Cost of Service: \$ **96,000.00**

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

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

Business License No.: N/A Contractor License No.: N/A DIR Registration No.: N/A

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

Karen E. Albertson
SIGNATURE

KAREN E. ALBERTSON
PRINT NAME

PRESIDENT
TITLE

CONTRACTOR:

Todd Albertson
SIGNATURE

Todd Albertson
PRINT NAME

CFO
TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. 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's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Consultant is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to.
- 10a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. 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.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. 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.
- 10f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- 10g. 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.
- 10h. 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 subconsultants.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service 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" and "Consultant" are used interchangeably.
18. If the project referenced on this service agreement is a Public Works project, then the following shall apply. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

<i>City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.</i>
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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENT

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 12010-R1
Hemet, CA 92546-8010

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

☐ Construction General Liability: \$2 Million/occurrence \$4 Million aggregate	☐ Design Professional General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	☐ Chemical/Environmental General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
☐ IT Services Professional Liability: \$1 Million/occurrence No auto required	☒ Professional Consultant Professional Liability: \$1 Million/occurrence	☐ Hazardous Materials Pollution Liability: \$1 Million/occurrence
☐ Special Events/Caterers/Vendors No auto required No workers' comp required	☐ Professional Counseling/Psychological Professional Liability: \$1 Million/occurrence No auto required	☐ Pyrotechnics General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

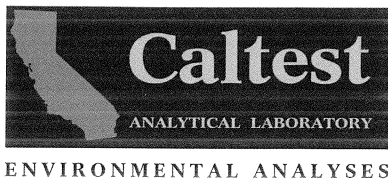
Insurance Submission Process

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



June 06, 2016

CASE NARRATIVE for LAB ORDER #**R050898**

On May 26, 2016, Caltest received 2 samples for analyses as listed below:

TRIPBLANK	R050898001	E624MOD	EPA 624
W-912	R050898002	E624MOD	EPA 624

HOLDING TIME

All extraction and analytical holding time criteria were met.

METHOD BLANK

The method blanks were clean and passed all QC criteria.

CALIBRATION

Initial and daily calibrations passed all acceptance criteria.

QUALITY CONTROL

All quality control parameters are within Laboratory control limits.





COUNCIL COMMUNICATION

CC #: 7801
File #: 0203-04

Title: Exterior Lighting Maintenance and Repair - Service Agreement Renewal
Contact: Dan Allen 916-774-5741 dallen@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.13.

RECOMMENDATION TO COUNCIL

Recommend Council authorize the renewal of service agreement S170521A with Century Lighting for exterior lighting services which includes maintenance and repairs to exterior lighting at City facilities and Lighting & Landscape districts. This is the fourth year of a five year agreement. The total amount of the one year agreement is \$150,000. Additionally, adopt a resolution authorizing the City Manager to sign the attached service agreement. Funding is included in the Building Maintenance and Park Maintenance Division FY16/17 budgets.

BACKGROUND

In 2012, staff solicited proposals for exterior lighting maintenance and repairs for City facilities and lighting & landscape districts. Five qualified vendors responded to our request for proposals and after careful review, Century Lighting was chosen as the most qualified vendor based upon cost, maintenance program, and company experience. Century Lighting was awarded an initial three year agreement with two optional one year renewals. This is the first optional one year renewal.

FISCAL IMPACT

The total estimated cost for the one year agreement is \$150,000. Funding is included in the Building Maintenance and Park Maintenance FY16/17 budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves the maintenance and repair of existing lighting. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301(h)). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Dan Allen, Facility Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-279

Century Lighting SA Renewal 2016

RESOLUTION NO. 16-279

APPROVING A SERVICE AGREEMENT RENEWAL
BETWEEN THE CITY OF ROSEVILLE AND CENTURY LIGHTING AND ELECTRIC,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S170521A) for exterior lighting maintenance and repair services, between the City of Roseville and Century Lighting and Electric, has been prepared and reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

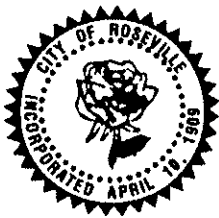
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S170521A**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: RENEWAL DATE: 6/7/16

SUBMIT ALL INVOICES TO:

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

Contractor No.: V38450
Telephone No.: (800)522-1004 Fax: (530)823-3369
Email address: keith@centurylighting.com
Contractor: CENTURY LIGHTING & ELECTRIC
ATTN: KEITH ESTES
12820 EARHART AVE
AUBURN, CA 95621

Department: VARIOUS

Acct. Code: 03331-5100
VARIOUS

Buyer: JOANNA OUKROP
Phone: (916)774-5745

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/16	NET 30	6/30/17	Approved by Risk Mgt.	TISHA CHINN/DAN ALLEN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
PROVIDE EXTERIOR LIGHTING MAINTENANCE AND REPAIR AS NEEDED IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS, CONDITIONS, ATTACHMENTS, AND ADDENDUMS OF THE CENTRAL SERVICES DEPARTMENT'S RFP FOR EXTERIOR LIGHTING MAINTENANCE AND REPAIRS. ALL JOBS MUST BE QUOTED AND APPROVED BY THE CENTRAL SERVICES BUILDING MAINTENANCE DIVISION OR AUTHORIZED PARK MAINTENANCE STAFF BEFORE WORK CAN BEGIN

PLEASE CONTACT DAN ALLEN AT (916)774-5741 OR TISHA CHINN AT (916)774-5702 FOR QUESTIONS REGARDING THIS CONTRACT.

PROPER INSURANCE MUST BE IN PLACE BEFORE SERVICE CAN BEGIN.

The total cost of service below is an approximate value only. The City does not guarantee whatsoever the actual amount to be spent.

Total Cost of Service: \$ **150,000.00**

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

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

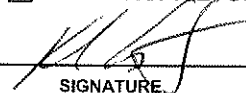
Business License No.: 00824093 Contractor License No.: 668894 DIR Registration No.: 1000002650

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:


SIGNATURE

Keith Estes
PRINT NAME

President
TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. 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.
- 10b. 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.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. 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.
- 10f. 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.
- 10g. 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.
- 10h. 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.
- 10i. 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 Service Agreement, the terms of this Service 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. If the project referenced on this service agreement is a Public Works project, then the following shall apply. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENT

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 12010-R1
Hemet, CA 92546-8010

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

☐ Construction	☐ Design Professional	☐ Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
☐ IT Services	☐ Professional Consultant	☐ Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
☐ Special Events/Caterers/Vendors	☐ Professional Counseling/Psychological	☐ Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

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

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

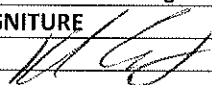
- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint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

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

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

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

* Indicates facility has known asbestos

Sign to acknowledge receipt of asbestos notification		
SIGNATURE	COMPANY NAME	DATE
	Century Lighting & Electric	6/9/10



COUNCIL COMMUNICATION

CC #: 7802
File #: 0203-04

Title: Fire Alarm and Sprinkler Systems - Service Agreement Renewal
Contact: Dan Allen 916-774-5741 dallen@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.14.

RECOMMENDATION TO COUNCIL

Recommend Council authorize renewal of service agreement S1703200 with Integrated Fire Systems, Inc. for \$80,000, for the maintenance, repair, and replacement of existing fire alarm systems and fire sprinkler systems at City facilities. Additionally, adopt a resolution authorizing the City Manager to sign the service agreement amendment. The total value of the agreement renewal is \$80,000.00. Funding is included in the Building Maintenance Division and Environmental Utilities Department's FY2016/17 budget.

BACKGROUND

2013 staff solicited proposals for Fire Alarm Services. Council approved the award of a service agreement to Integrated Fire Systems for scheduled and as-needed fire alarm and fire sprinkler services for three years with two one year renewal options. This is the first of two one year renewal options. The total value of the agreement renewal is \$80,000.00. Funding is included in the Building Maintenance Division and Environmental Utilities Department's FY2016/17 budget City of Roseville facilities fire alarm systems and fire sprinkler systems require regularly scheduled maintenance, repair, and replacement by a licensed fire alarm contractor, per fire life safety requirements.

FISCAL IMPACT

The service agreement S1703200 with Integrated Fire Services renewal total annual value is \$80,000.00. Funding is included in the Building Maintenance Division FY2016/17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The purchase of fire alarm services is not considered a "project" as defined by the California

Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Dan Allen, Facility Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-280

IFS SA Renewal 2016

RESOLUTION NO. 16-280

APPROVING A SERVICE AGREEMENT RENEWAL
BETWEEN THE CITY OF ROSEVILLE AND INTEGRATED FIRE SYSTEMS, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S1703200) for the maintenance, repair, and replacement of existing fire alarm systems and fire sprinkler systems at City facilities, between the City of Roseville and Integrated Fire Systems, Inc., has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703200**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: RENEWAL DATE: 3/15/16

SUBMIT ALL INVOICES TO:

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

Contractor No.: V32351
Telephone No.: (530) 637-5322 Fax:
Email address: kimn@integratedfiresystems.com
Contractor: INTEGRATED FIRE SYSTEMS
ATTN: MASON GOODALE
269 TECHNOLOGY WAY, STE 5
ROCKLIN, CA 95765

Department: CENTRAL SERVICES

Acct. Code: 03331-5100

Buyer: BABETTE OWENS
Phone: (916) 774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/18/16	NET 30	7/17/17	Approved by Risk Mgt.	LORI HOGAN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
ONE YEAR AGREEMENT TO PROVIDE FIRE SYSTEM SERVICES AND REPAIRS AS NEEDED IN ACCORDANCE WITH ALL
TERMS, CONDITIONS, AND ATTACHMENTS OF THE CITY'S FIRE PROTECTION SYSTEMS MAINTENANCE, TESTING,
INSPECTIONS AND REPAIRS RFP AND THE ATTACHED 2016 RATE SCHEDULE. ALL JOBS MUST BE QUOTED AND
APPROVED BY CENTRAL SERVICES.

PLEASE CONTACT LORI HOGAN AT (916) 774-5707 FOR QUESTIONS REGARDING THIS AGREEMENT.

THE TOTAL COST OF SERVICE BELOW IS AN APPROXIMATE VALUE ONLY. THE CITY CANNOT GUARANTEE
WHATSOEVER THE ACTUAL VALUE TO BE SPENT.

Total Cost of Service: \$ **80,000.00**

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

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

Business License No.: _____ Contractor License No.: ⁹⁰⁸⁹⁰⁴~~834070~~ DIR Registration No.: 1000009848

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 7804
File #: 0203-04

Title: HVAC Maintenance and Repair - Service Agreement Renewal
Contact: Dan Allen 916-774-5741 dallen@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.15.

RECOMMENDATION TO COUNCIL

Recommend Council authorize the renewal of service agreement S170517A to provide HVAC service to include scheduled maintenance, as-needed HVAC repairs and replacement services.

This is the first of two optional renewal years. The total value of the agreement renewal is \$275,000.00. Funding is included in the Building Maintenance, Electric, Environmental Utilities, IT, and Parks Departments FY2016/17 budgets

BACKGROUND

In 2013 staff solicited proposals for HVAC service, repair and replacement. June of 2013 Council approved the award of a service agreement to EMCOR Services for scheduled maintenance and as-needed HVAC repairs for three years with two one-year renewal options. The total value of the agreement renewal is \$275,000.00. HVAC equipment requires regularly scheduled preventive maintenance and repairs by a qualified HVAC contractor. Regularly scheduled maintenance has been proven to reduce costly breakdowns and extend the useful life of HVAC equipment.

FISCAL IMPACT

The total value of the agreement renewal is \$275,000.00 and is included in the Building Maintenance, Electric, Environmental Utilities, IT, and Parks Departments FY2016/17 budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves HVAC scheduled maintenance and repair services on an as-needed basis at existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no

further CEQA action is required.

Respectfully Submitted,

Dan Allen, Facility Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution 16-282

EMCOR SA Renewal 2016

RESOLUTION NO. 16-282

APPROVING A SERVICE AGREEMENT RENEWAL
BETWEEN THE CITY OF ROSEVILLE AND EMCOR SERVICES, MESA ENERGY
SYSTEMS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S170517A) for scheduled maintenance, as-needed HVAC repairs and replacement services, between the City of Roseville and Emcor Services, Mesa Energy Systems has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S170517A**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: RENEWAL DATE: 6/7/16

SUBMIT ALL INVOICES TO:

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

Contractor No.: V39726
Telephone No.: (916)636-1825 Fax: (916)636-1830
Email address: tracy_jans@emcorgroup.com
Contractor: EMCOR SERVICES (*Merck Energy Systems, Inc.*)
ATTN: TRACEY JANS
3906 KRISTI COURT
SACRAMENTO, CA 95827

Department: CENTRAL SERVICES

Acct. Code: 03331-5100
VARIOUS

Buyer: JOANNA OUKROP
Phone: (916)774-5745

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/4/16	NET 30	7/3/17	Approved by Risk Mgt.	DAN ALLEN/TISHA CHINN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR SHALL PROVIDE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR SERVICES AS NEEDED IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS, CONDITIONS, AND ATTACHMENTS OF THE CITY'S REQUEST FOR PROPOSAL (RFP) FOR HVAC MAINTENANCE SERVICES AND THE ATTACHED EMCOR SERVICES PREVENTATIVE MAINTENANCE SCHEDULE AND RATES. ALL TIME AND MATERIAL JOBS MUST BE QUOTED AND APPROVED BY CENTRAL SERVICES. THE TOTAL COST OF SERVICE BELOW IS AN APPROXIMATE VALUE ONLY. THE CITY DOES NOT GUARANTEE WHATSOEVER THE ACTUAL AMOUNT TO BE SPENT.

PLEASE CONTACT DAN ALLEN AT (916)774-5741 OR TISHA CHINN AT (916)774-5702 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: \$ **275,000.00**

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

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

Business License No.: _____ Contractor License No.: 611215 DIR Registration No.: 1000002425

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. 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.
- 10b. 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.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. 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.
- 10f. 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.
- 10g. 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.
- 10h. 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.
- 10i. 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 Service Agreement, the terms of this Service 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. If the project referenced on this service agreement is a Public Works project, then the following shall apply. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

<i>City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.</i>
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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENT

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 12010-R1
Hemet, CA 92546-8010

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

☐ Construction General Liability: \$2 Million/occurrence \$4 Million aggregate	☐ Design Professional General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	☐ Chemical/Environmental General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
☐ IT Services Professional Liability: \$1 Million/occurrence No auto required	☐ Professional Consultant Professional Liability: \$1 Million/occurrence	☐ Hazardous Materials Pollution Liability: \$1 Million/occurrence
☐ Special Events/Caterers/Vendors No auto required No workers' comp required	☐ Professional Counseling/Psychological Professional Liability: \$1 Million/occurrence No auto required	☐ Pyrotechnics General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

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

PREVENTATIVE MAINTENANCE SCHEDULE																				
NAME		LOCATION	EQUIPMENT TYPE	MFG	MODEL #	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Quarterly PM B Total per year		
Adventure Clubs Blue Oaks	Catheryn Gail	1051 Treeshoi	PACKAGE UNITS	BARD	WH421-A05VI	x			x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
			PACKAGE UNITS	BARD	WH421-A05VI	x			x							\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning	
			PACKAGE UNITS	BARD	WH421-A05VI	x			x								\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning
			PACKAGE UNITS	BARD	WH421-A10VJ	x			x								\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning
			PACKAGE UNITS	BARD	WH412-A05VI	x			x								\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning
			PACKAGE UNITS	BARD	WH421-A10VJ	x			x								\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning
			PACKAGE UNITS	BARD	WH412-A05VI	x			x								\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning
			PACKAGE UNITS	BARD	WH421-A10VJ	x			x								\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning
Thomas Jeffe	750 Central F	PACKAGE UNITS	BARD	WH421-A10VJ	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
		PACKAGE UNITS	BARD	WH483-A05VI	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
		PACKAGE UNITS	BARD	WH483-A05VI	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
		PACKAGE UNITS	BARD	WH483-A04VI	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
		PACKAGE UNITS	BARD	WH483-A04VI	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
		PACKAGE UNITS	BARD	WH483-A05VI	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
		PACKAGE UNITS	BARD	WH421A08	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
		PACKAGE UNITS	BARD	WH421A08	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
Diamond Crei	3151 Hopscod	PACKAGE UNITS	BARD	WH482-A10	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
		PACKAGE UNITS	BARD	WH421-A05VI	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
		PACKAGE UNITS	BARD	WH602-A10XJ	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
		PACKAGE UNITS	BARD	WH602-A10XJ	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
		PACKAGE UNITS	BARD	WH421-A05VI	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
		PACKAGE UNIT	BARD	WH421-A05VI	x				x		x				\$105.00			\$420.00 Includes quarterly operational and annual coil cleaning		
		PACKAGE UNITS	BARD	WH602-A10XJ	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
		PACKAGE UNITS	BARD	WH421-A10VJ	x				x		x				\$80.00			\$320.00 Includes quarterly operational and annual coil cleaning		
Water Treatment Plant 9742 Barton	CHILLER	PACKAGE UNIT	TRANE	WSC090A4RC	x										\$922.00			\$3,688.00 Includes quarterly operational and annual coil cleaning Includes chiller and boiler annuls.		
		CARRIER	30RANO30-E+	x																
		MIGHTY THF	H0500EP09I	x																
		ENERGY LA C	T5668-FCH-L	x																
		EUBANKS	HW36C609D4	x																
		TRANE	2TECF3FBT10	x																
		TRANE	2TWAO060A4	x																
		TRANE	TWE060A400	x																
		HEAT PUMP	TRAN E	2TVAA0060A4	x															
		HEAT PUMP	TRAN E	2TVAA0060A4	x															
		HEAT PUMP	TRAN E	2TECF324B10	x															
		HEAT PUMP	TRAN E	2TVIB301BA1	x															
		WALL PACK	EUBANKS	HW24C609DF	x															

CITY OF ROSEVILLE
HVAC EQUIPMENT LIST PM SCHEDULE

NAME	LOCATION	EQUIPMENT TYPE	MFG	MODEL #	PREVENTATIVE MAINTENANCE SCHEDULE												Quarterly PM B Total per year	
					JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC		
Roseville Energy Park 5120 Phillip	AIR HANDLER	TRANE		2TEC3F36B10	x													
	HEAT PUMP	TRANE		2TWA0036A4	x			x										
	F PACKAGE UNIT	LIEBERT		PFH067A-AH3			x										\$669.00	\$2,676.00 Includes quarterly operationals and annual coil cleaning
	BLOWER/EVAP UNIT	LIEBERT		MM060E-AHEHO			x											
	PACKAGE UNIT	CARRIER		50EWQ024.611CA			x											
	PACKAGE UNIT	CARRIER		38BNB018311			x											
	EVAP COOLER	CARRIER		40BNB018301			x											
	PACKAGE UNIT	CARRIER		25HCA360A500			x											
	BLOWER	CARRIER		FX4CNF-036			x											
	PACKAGE UNIT	CARRIER		25HCA360A500			x											
AIR HANDLER	CARRIER		FX4CNB060			x												
PACKAGE UNIT	CIAT		RPC235-SPACE			x												
PACKAGE UNIT	CIAT		RPC235-SPACE			x												
WALL PACK	BARD		SH381-C06VP4XXX			x												
WALL MT PACKAGEBARD			SH611-C09VP4XXX			x												
WALL MT PACKAGEBARD			WA372-A05XX4XXX			x												
WALL MT PACKAGEBARD			WA372-A05XX4XXX			x												
WALL MT PACKAGEBARD			WA372-A05XX4XXX			x												
PACKAGE UNIT	MITSUBISHI		MX22A20NA-1			x												
SPLIT SYSTEM	MITSUBISHI		N/A			x												
SPLIT SYSTEM	MITSUBISHI		N/A			x												
PACKAGE UNIT	TRANE		TCH301C400CA			x												
SPLIT SYSTEM	PAVASONIC		CW-A90VE			x												
SPLIT SYSTEM	PAVASONIC		CW-A90VE			x												

CITY OF ROSEVILLE
HVAC EQUIPMENT LIST PM SCHEDULE

NAME	LOCATION	EQUIPMENT TYPE	MFG	MODEL #	PREVENTATIVE MAINTENANCE SCHEDULE												Quarterly PM B Total per year			
					JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC				
		AIR CONDITIONING	CARRIER	50TFF014601AL		x			x			x			x					
		AIR HANDLER	CARRIER	50T-L020-70049		x			x			x			x					
		AIR HANDLER	COMPU AIR/IMKA312C			x			x			x			x					
		AIR HANDLER	COMPU AIR/IMKA312C			x			x			x			x					
		AIR CONDITIONING	CARRIER	50TM-012-A-601		x			x			x			x					
		AIR CONDITIONING	CARRIER	50TM-012-A-601		x			x			x			x					
		SPLIT SYSTEM	CARRIER	38CKC060570		x			x			x			x					
		SPLIT SYSTEM	CARRIER	38CKC060570		x			x			x			x					
		CHILLER	TRANE	CGAF254ACA10000		x			x			x			x					
		SPLIT SYSTEM	CARRIER	38HDC018341		x			x			x			x					
			TRANE	YCD060A4LLOAB		x			x			x			x					
			CARRIER	542EP036		x			x			x			x					
			CARRIER	38QND036500		x			x			x			x					
		PACKAGE UNIT	CARRIER	38QND036500		x			x			x			x					
		PACKAGE UNIT	CARRIER	48HJD006-641		x			x			x			x					
		PACKAGE UNIT	CARRIER	48HJD006-641		x			x			x			x					
		PACKAGE UNIT	CARRIER	48HJD006-641		x			x			x			x					
		HEAT PUMP	CARRIER	25HBR348A520		x			x			x			x					
		PACKAGE UNIT	CARRIER	48HJD006-641		x			x			x			x					
		PACKAGE UNIT	GOODMAN	GSH130301AB		x			x			x			x					
		PACKAGE UNIT	CARRIER	48GS-030040501		x			x			x			x					
		PACKAGE UNIT	YORK	D3CG048N10325E		x			x			x			x					
		EXHAUST FAN	GREENHEC/MSX-118-H32-DB			x			x			x			x					
		EXHAUST FAN	GREENHEC/MSX-118-H32-DB			x			x			x			x					
		EXHAUST FAN	GREENHEC/MSX-118-H32-DB			x			x			x			x					
		EXHAUST FAN	GREENHEC/MSX-118-H32-DB			x			x			x			x					
		EXHAUST FAN	GREENHEC/MSX-122-H35-DB			x			x			x			x					
		EXHAUST FAN	GREENHEC/MSX-122-H35-DB			x			x			x			x					
		EXHAUST FAN	GREENHEC/MSX-118-H32-DB			x			x			x			x					
		PACKAGE UNIT	TRANE	WSC048A4ROA25000		x			x			x			x					
		HEAT PUMP	ARMSTRONG	TCA07252BNTG		x			x			x			x					
		SPLIT SYSTEM	CARRIER	50ND018310		x			x			x			x					
		SPLIT SYSTEM	GOODMAN	CPKE24-1B		x			x			x			x					
		SPLIT SYSTEM	TRANE	26TA3036A4000AA		x			x			x			x					
		SPLIT SYSTEM	TRANE	TTA120B400EA		x			x			x			x					
		PACKAGE UNIT	TRANE	WGS120A4RPAOSD1C1A		x			x			x			x					
		SPLIT SYSTEM	MARVAIR	A/P36AC009N		x			x			x			x					
		SPLIT SYSTEM	CARRIER	38QR036C-621		x			x			x			x					
		SPLIT SYSTEM	CARRIER	38QR036C-621		x			x			x			x					
		PACKAGE UNIT	YORK	D3CE120A46ECA		x			x			x			x					
		PACKAGE UNIT	YORK	D3CE120A46ECA		x			x			x			x					
		SPLIT SYSTEM	CARRIER	38TZA036300		x			x			x			x					
		SPLIT SYSTEM	CARRIER	38TZA036300		x			x			x			x					

[illegible]

[illegible]

[illegible]

[illegible]

CITY OF ROSEVILLE
HVAC EQUIPMENT LIST PM SCHEDULE

NAME Post Office	LOCATION 330 Vernon Bldg	EQUIPMENT TYPE BOILER TRANE	MFG SIEMON CONDENSE	MODEL # MODEL #87-TBD	PREVENTATIVE MAINTENANCE SCHEDULE												Quarterly PM B Total per year	
					JAN JAN	FEB FEB	MAR MAR	APR APR	MAY MAY	JUN JUN	JUL JUL	AUG AUG	SEPT SEPT	OCT OCT	NOV NOV	DEC DEC	\$	2,656.00 Billed Semi-Annually \$1,328
			AIR	TBD				X							X			
		AIR DYNAMICS	HANDLER				X	X							X			
		TRANE	AIR	TBD				X							X			
					JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC		
Dry Creek W/	New Bldg	FC1	Carrier	59SC2B100S 21122			X			X			X			X		
		FC2	Carrier	59SC2B100S 21122			X			X			X			X		
		FC3	Carrier	59SC2B100S 21122			X			X			X			X		
		CU1	Carrier	24ABC660A3 00			X			X			X			X		
		CU2	Carrier	24ABC660A3 00			X			X			X			X		
		CU3	Carrier	24ABC660A3 00			X			X			X			X		
							X			X			X			X		
316 Vernon	316 Vernon	RAYPAK	H7-500A		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	\$	8,520.00
		RAYPAK	H7-500A		x			X			X			X				
		RAYPAK	H7-500A		x			X			X			X				
		TACO	1915		x			X			X			X				
		TACO	1915		x			X			X			X				
		ENGINEERED AIR	FW1756/EC-172		x			X			X			X				
																	TOTAL	\$81,268.00
																		\$2,438.04 3% Escalation
																		\$83,706.04 New Total for 2016-2017 Fiscal Year

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

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

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

* Indicates facility has known asbestos

Sign to acknowledge receipt of asbestos notification		
SIGNATURE	COMPANY NAME	DATE
	<i>Emmett Jones</i> Ares Energy Systems, Inc	<i>6/8/18</i>



COUNCIL COMMUNICATION

CC #: 7827
File #: 0214

Title: 2016 Justice Assistance Grant
Contact: Dee Dee Gunther 916-774-5015 ddgunther@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.16.

RECOMMENDATION TO COUNCIL

Recommend that Council review the attached application for the City's 2016 Justice Assistance Grant, and adopt a resolution authorizing the City Manager to execute the resulting grant agreement, when it is received, on behalf of the City.

BACKGROUND

Congress allocates funds to local law enforcement agencies each year through the Edward Byrne Memorial Justice Assistance Grant (JAG) program. The amount of funding is determined by the total amount allocated by Congress. Then the funds are distributed among states and local agencies according to a formula, taking into account jurisdiction population, and crime rates. This year, the JAG program has allocated \$19,928 to the City of Roseville. The funds can be used for various law enforcement purposes, including personnel, equipment, training and programs.

For the past several years, the City has used the funds to support the Police Department's crime prevention and public education programs, and staff recommends they be used for this purpose again this year. Staff has prepared an application allocating all the funds toward the salary of the Police Department's Public Safety Outreach and Community Relations Analyst. The grant will provide 24.93% of the analyst's annual salary for one year. The balance of the cost of his position is provided by the City's General Fund.

The analyst supported by these grant funds coordinates neighborhood watch, National Night Out, Citizen's Police Academy, crime prevention presentations to community groups, newsletters and other printed materials for crime prevention and public awareness efforts, and several other programs designed to build police-community relations and help our community better protect itself against crime.

Designated staff submits the application to the federal government via an internet-based program. Once federal staff has reviewed the application, a grant award agreement will be generated for the City Manager's signature.

The application has also been posted on the City's website and advertised through the police department's social media so that the public can review it and provide input, as required by the

grant guidelines.

FISCAL IMPACT

The grant adds \$19,928 to the General Fund for police personnel.

ECONOMIC DEVELOPMENT / JOBS CREATED

A robust crime prevention and community engagement program helps reduce crime and the fear of crime, increases citizen engagement in policing our city and keeping it safe, and makes our city a more attractive place to live, work, shop and play.

ENVIRONMENTAL REVIEW

This grant for law enforcement personnel is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Dee Dee Gunther, Department Public Information Officer

Daniel Hahn, Police Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-303

Grant application

RESOLUTION NO. 16-303

ACCEPTING A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AWARD DOCUMENT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, each year Congress allocates funds to the Edward Byrne Memorial Justice Assistance Grant program for law enforcement; and

WHEREAS, funds are distributed to local government according to a population and crime rate-based formula; and

WHEREAS, the City of Roseville has been allocated \$19,928.00;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City Manager is authorized to submit the grant application and all related documents on behalf of the City of Roseville; and

BE IT FURTHER RESOLVED, the City will accept the 2016 Edward Byrne Memorial Justice Assistance grant funds once awarded.

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

$\frac{1}{2}$

BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

ABSTRACT

Applicant name: City of Roseville Police Department
Project title: 2016 JAG Engaging the public in crime prevention and police partnerships
Funds requested: \$19,928
Project identifiers: Education, community policing, crime prevention, public engagement

Project: JAG funds will support the Roseville Police Department's crime prevention and community outreach efforts, targeting primarily adults who live in, work in or visit the City of Roseville.

Roseville is an established and growing city located along Interstate 80 approximately fifteen miles northeast of Sacramento, California's capital. Roseville has a large regional mall and adjacent shopping centers, medical facilities, an auto mall, an extensive system of parks and recreational facilities, and other amenities that bring workers, players and shoppers to our city. Roseville's population as of January, 2016 was 134,073, with a much larger daytime population due to its status as a regional healthcare, employment and shopping center for the greater Sacramento region.

Roseville is a very safe city, with a violent crime rate lower than most of its neighboring jurisdictions usually 40 to 60 percent lower than the state average. However, Roseville's rate of larceny (theft) is higher than the state average. This can be attributed to a "target-rich environment"—stores, miles of retail parking lots, and residents who feel safe and comfortable, and therefore are not as careful as they should be about closing their garage doors, locking gates and doors, and removing valuable property from their vehicles. Many such property crimes can be prevented, or their harm lessened, by practicing good crime prevention habits.

The goal of the JAG-funded project is to lower Roseville's rate of larceny, as measured by UCR statistics, through prevention education and community engagement.

The Roseville Police Department communicates frequently in several different ways with the community about crimes and how they can be prevented. Some of the efforts supported by JAG funds include forming and supporting neighborhood watch groups; bi-annual citizen's police academies; distributing targeted prevention information to our neighborhoods and shoppers; and regular meetings with neighborhood and business associations, apartment complex managers and other key stakeholders. The department also publishes weekly crime digests and provides continual information and crime updates on social media platforms including NextDoor, Facebook and Twitter.

While property crime will never be eliminated, we can empower our community members to better protect their homes and property, and to be partners with the police department in keeping our community safe.

Applicant name: City of Roseville Police Department
 Project title: 2016 JAG Engaging the public in crime prevention and police partnerships
 Funds requested: \$19,928
 Project identifiers: Education, community policing, crime prevention, public engagement

Project: JAG funds will be used to fund the salary of the police community relations coordinator. This person coordinates the department's crime prevention, public outreach and education efforts, with the goal of decreasing the City's crime rate as a result of increased public awareness. Roseville community members, including residents, businesses and visitors will be better informed about crime trends and patterns, and about how to protect themselves and their property from criminals. The programs he coordinates include citizen police academies, neighborhood watch formation and maintenance, crime prevention newsletters, neighborhood and business outreach, and representing the police department in community events. Data collected will include payroll records and Part 1 Uniform Crime Reporting (UCR) data as reported before and during the grant period.

Roseville is an established and growing city located along Interstate 80 approximately fifteen miles northeast of Sacramento, California's capital. Roseville has a large regional mall and adjacent shopping centers, medical facilities, an auto mall, an extensive system of parks and recreational facilities, and other amenities that bring workers, players and shoppers into our city. Roseville's population as of January, 2016 was 134,073, with a much larger daytime population due to its status as a regional healthcare, employment and shopping center for the greater Sacramento region.

Roseville is a safe city, with a violent crime rate lower than most of its neighboring jurisdictions and usually 40 to 60 percent lower than the state average. However, Roseville's rate of larceny (theft) is about 20 percent higher than average for the state, as seen in the following chart.

Rate per 100,000 in 2014	Roseville	California	Difference
Murder	2	4.4	-55%
Rape	13	24.4	-47%
Robbery	39	126.4	-69%
Aggravated Assault	98	238.1	-59%
Total Violent Crimes	152	393.3	-61%
Burglary	370	526.1	-30%
Theft	1864	1538.6	21%
MV Theft	184	394.3	-53%
Total Property Crimes	2418	2459	-2%

The broad “larceny” category includes shoplifting, thefts from vehicles, thefts of vehicle parts and accessories, bicycle thefts, and other thefts that are common in Roseville, such as thefts of wallets and cell phones that are left on restaurant tables or shopping carts. Roseville’s higher theft rate can be attributed to a “target-rich environment”—stores that attract shoplifters, miles of retail and entertainment facility parking lots that attract vehicle burglars, and residents who feel safe and comfortable, and therefore are not as careful as they should be about closing their garage doors, locking gates and doors, watching their purses in public places, and removing valuable property from their vehicles. Many property crimes can be prevented, or their harm lessened, by instilling habits like closing and locking doors, using steering wheel locks on commonly stolen vehicles, and removing valuable property from unattended vehicles.

Some of the programs and initiatives the JAG-funded position will coordinate include:

- Neighborhood Watch start-up training classes every two months
- Citizen’s police academies twice a year
- Monthly crime prevention and awareness newsletters for neighborhood watch groups and the general public
- Safety and prevention public presentations
- Information booths at community events
- National Night Out throughout the city in August
- Periodic meetings with apartment complex managers, alarm monitoring company representatives, and others who can influence community safety
- A “See Something-Say Something” campaign and associated literature to be rolled out in conjunction with National Night Out, encouraging community members to call police to report suspicious activity
- Coordination of information for the department’s website and social media accounts
- Ongoing production and delivery of literature and messages for ongoing and ad-hoc crime trends, such as flyers about not leaving valuables in vehicles, closing garage doors, protecting catalytic converters, and protecting commonly stolen vehicles

Justice Assistance Grant 2016
City of Roseville, CA

Budget Detail Worksheet

Year 1: October 1, 2016 through September 30, 2017

Year 2: No funds required; funds will be expended during year 1.

A. Personnel

Name/Position	Computation	Cost
Public Safety Outreach and Community Relations Analyst	24.93% of the analyst's total annual salary of \$79,935.02	\$19,928

B. Fringe Benefits

Name/Position	Computation	Cost
Public Safety Outreach and Community Relations Analyst	48.62% of salary	None claimed—will be paid by City of Roseville

Total project costs: \$19,928
Federal request: \$19,928

Budget narrative:

The request will be included in the JAG law enforcement personnel category. The public safety outreach and community relations analyst is a full-time employee of the Roseville Police Department. The non-sworn analyst is part of the department's community services unit, and oversees the department's crime prevention and public outreach programs. This position has been supported by JAG funds every year since 2008.

Roseville's 2016 allocation of JAG funds in the amount of \$19,928 will provide 24.93% of the analyst's annual salary of \$79,935.02. The analyst's fringe benefits, including healthcare, unemployment insurance, worker's compensation, California Public Employee's System retirement contribution and other benefits will be paid by the City of Roseville.

Review Narrative

The City of Roseville, California, intends to make its Fiscal Year 2016 JAG application available to the Roseville City Council for its review and comment at their regularly scheduled meeting on July 6, 2016. We understand that there is a 30-day review requirement, and we will not commit grant funds or attempt to draw down funds until after the condition is met and we have been notified by BJA staff that we are authorized to spend funds. For that reason, we do not plan to apply JAG funds to the funded position until the October 1-December 31, 2016 reporting period, and will not draw down funds until January 2017, after the close of that quarter.

The City of Roseville, California, made its Fiscal Year 2016 JAG application available to citizens for comment prior to application submission by posting it on its public website on June 20, 2016, and publicizing it on the department's Facebook page and NextDoor neighborhood-based social media platform, inviting community members to review, comment and make suggestions prior to submission. The application will also be included in the City Council agenda packet and made available on the City's website for public review on June 30, 2016, prior to the July 6 Council meeting.

Applicant Disclosure of Pending Applications

The City of Roseville Police Department does not have any pending applications submitted within the past 12 months for federally funded grants or subgrants, including cooperative agreements, that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.



OMB APPROVAL NUMBER 1121-0140

EXPIRES 03/31/2016

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has

received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN:

Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Close Window



COUNCIL COMMUNICATION

CC #: 7819

File #: 0600

Title: COBRA - Service Agreement

Contact: Gayle Satchwell 916-774-5374 gsatchwell@roseville.ca.us

Meeting Date: 7/6/2016

Item #: 6.17.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the attached agreement with P&A Administrative Services, Inc. (P&A) to administer COBRA services for the City.

BACKGROUND

In December, 2015, Resolution 15-518 was approved authorizing the City Manager to execute agreements with P&A to administer flexible spending arrangement plans and COBRA services. A Flexible Benefits Administrative Service Agreement was submitted with a Business Associate Agreement effective January 1, 2016. P&A has requested to have a separate COBRA Services Agreement and Business Associate Agreement approved which authorizes the City Manager to execute this agreement to administer COBRA services for the City.

FISCAL IMPACT

The cost is estimated at \$3,700 annually, driven by the number of employees and/or dependents that either separate employment and/or have qualifying events that require COBRA notification. The Human Resources Department has designated funds in the 2016 - 2017 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs are created by this action.

ENVIRONMENTAL REVIEW

A COBRA Services Agreement is not considered a "project" as defined by the California

Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Lisa Achen, Human Resources Manager

Gayle Satchwell, Human Resources Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-298

COBRA Services Signed Agreement

Exh. 1 - Business Associate Agreement

RESOLUTION NO. 16-298

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
P&A ADMINISTRATIVE SERVICES, INC., AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a COBRA Services Agreement regarding the administration of COBRA
services to the City, by and between the City of Roseville and P&A Administrative Services,
Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said agreement is hereby approved and that the City Manager is authorized to execute it, and all
related documents implementing the agreement, 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

COBRA SERVICES AGREEMENT

This Agreement made effective as of January 1, 2016 (the "Effective Date"), by and between the **CITY OF ROSEVILLE**, 311 Vernon Street, Roseville, CA 95678 (the "**Employer**"), and **P&A ADMINISTRATIVE SERVICES, INC.**, 17 Court Street, Suite 500, Buffalo, NY 14202-3294 ("**P&A**").

W I T N E S S E T H:

WHEREAS, the Employer maintains several group health plans for the benefit of its eligible employees; and

WHEREAS, the Employer has various obligations and responsibilities under the federal legislation commonly referred to as "COBRA" with respect to the administration of its group health plans;

WHEREAS, the Employer desires to use P&A to assist the Employer in meeting its COBRA compliance responsibilities, and P&A desires to provide such services upon certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, with the intention of being legally bound hereby, covenant and agree as follows:

1. COBRA Administration. P&A agrees to assist the Employer in meeting its responsibilities under the COBRA law, which requires the Employer to offer continuation coverage to certain individuals who lose coverage under one or more group health plans of the Employer. P&A shall provide this assistance by providing those administrative services described in Section 2 of this Agreement with respect to those group health plans and coverage options listed on Schedule A (collectively referred to as the "Plan").

2. Services to be Provided By P&A.

(a) Upon execution of this Agreement by the parties, P&A shall provide the following services:

(1) P&A shall make available to the Employer electronically or by another method that is mutually agreeable to the parties (i) a COBRA procedures manual, and (ii) forms for the Employer to use in providing information to P&A pursuant to subsections 3(b) and 3(c) of this Agreement;

(2) With respect to each former employee and other individual receiving COBRA continuation coverage under the Plan (a "COBRA Continuant") on the Effective Date, P&A shall receive by electronic download from the Employer, the information that P&A deems necessary to discharge its responsibilities under this Agreement, including but not limited to name, address, Social Security number, plan information, coverage information (including information for covered dependents) and costs, and enter that information into P&A's administrative software system to create an electronic file with respect to the subject matter of this Agreement; and

(3) P&A shall send correspondence to each such COBRA Continuant explaining P&A's role in the COBRA administration of the Plan.

(b) Within ninety (90) days after an employee of the Employer first becomes covered by the Plan, P&A shall send by first class mail a notice addressed to the employee and to any spouse of the employee who also is covered by the Plan informing them of their rights and responsibilities under the COBRA law (an "Initial COBRA Notice").

(c) P&A shall review any notice stating that a Qualifying Event for COBRA purposes has occurred with respect to coverage under the Plan. For purposes of this Agreement, the term "Qualifying Event" shall have the meaning ascribed to it by Section 2203 of the Public Health Services Act [42 U.S.C. Section 300bb-3] or any successor provision of law. If such notice is determined to have been timely provided and the occurrence of a Qualifying Event is confirmed, P&A shall provide the following services with respect to each of those individuals who has become entitled to COBRA continuation coverage as a result of that Qualifying Event (a "Qualified Beneficiary"):

(1) P&A shall mail to the attention of the Qualified Beneficiary a COBRA election package consisting of a notice notifying him or her that he or she has the right to elect to continue his or her Plan coverage on the terms described in the notice (a "COBRA Election Notice"); a form that may be used to elect continuation coverage; and any enrollment forms that must be completed to satisfy the requirements of any insurance company, Health Maintenance Organization or other entity that will provide elected COBRA coverage (a "Coverage Provider"). A third party administrator for a self-insured plan or benefit option shall be deemed the Coverage Provider with respect thereto, and the Employer shall be deemed the coverage Provider for a self-insured plan or benefit option that is self-administered by the Employer;

(2) If the Qualified Beneficiary elects COBRA continuation coverage by completing and returning the aforementioned election form and any applicable enrollment forms and timely pays his or her initial COBRA premium, P&A shall forward his or her enrollment form information to the Coverage Providers that will be providing the elected coverage;

(3) P&A shall send to the Qualified Beneficiary who has elected COBRA continuation coverage (a "COBRA Continuant"), a bill with respect to each month of the elected coverage, and shall send a second bill should the COBRA Continuant fail to timely pay the original bill by its stated due date. The billed amount shall be 102 percent of the "applicable premium" (110 percent with respect to coverage extended from 18 months to 29 months due to disability, unless a different percentage is mutually agreed upon by the parties) Section 2202(3) of the Public Health Services Act [42 U.S.C. Section 300bb-2(3)];

(4) P&A shall forward 100% of the applicable premium to the Employer for payment to the Coverage Provider, accompanied by information that identifies the COBRA Continuant, the amount of his or her premium and the coverage period to which the premium payment relates. The amount by which a premium payment exceeds the applicable premium (typically, 2 percent of the applicable premium) shall be retained by P&A as additional compensation for its services hereunder;

(5) Should the COBRA Continuant fail to make any periodic premium payment by the end of the applicable grace period, P&A shall notify the Coverage Provider that the COBRA Continuant's coverage is to be canceled due to the non-payment of premiums;

(6) P&A shall receive and review any request by a COBRA Continuant to extend the period of his or her COBRA continuation coverage on account of a determination of disability by the Social Security Administration or the occurrence of a second Qualifying Event;

(7) If it determines that a COBRA Continuant's request to extend the period of his or her COBRA continuation coverage should be granted, P&A shall so notify the Coverage Providers who have been providing COBRA coverage;

(8) P&A shall notify the COBRA Continuant should a Coverage Provider modify his or her COBRA coverage in any material respect;

(9) At the Employer's request, P&A shall coordinate with the Employer regarding open enrollments occurring during the term of the COBRA Continuant's COBRA coverage and shall forward to the appropriate Coverage Provider information describing any change in coverage elected by the COBRA Continuant during open enrollment;

(10) Using information contained in its electronic file regarding the COBRA Continuant, P&A shall determine the date as of which his or her COBRA continuation coverage is due to cease;

(11) Should it determine that the COBRA continuation coverage of the COBRA Continuant is to be prematurely terminated due to the non-payment of premiums, the commencement of coverage under another group health plan or Medicare or other circumstances prescribed by the COBRA law, P&A shall notify him or her in writing to that effect;

(12) Prior to the termination of a COBRA Continuant's continuation coverage, P&A shall provide him or her with a notice describing any rights that he or she may have to obtain coverage under a "conversion health plan" within the meaning of Section 2202(5) of the Public Health Services Act [42 U.S.C. Section 300bb-2(5)];

(d) With respect to any individual who is a COBRA Continuant on the date this Agreement first

becomes effective, P&A shall provide all of the services described in paragraphs "3" through "12" of subsection (c) above.

(e) If, after it reviews a notification that a Qualifying Event has occurred or that a disability determination has been received, P&A determines that there is no right to COBRA continuation coverage or to an extension of COBRA continuation coverage based on that notification, it shall provide written notice to the affected individuals that COBRA coverage is not available.

(f) P&A shall provide to the Employer and to Qualified Beneficiaries reasonable access to P&A employees who are familiar with the Plan through a toll-free telephone number and "Live Chat" texting during the regular business hours of P&A and voicemail for after-hours calls.

(g) Once per month, P&A shall provide to the Employer a summary of information pertaining to its administrative activities hereunder during the preceding month, including the names of each of the Plan's COBRA Continuant during that month, the premium amounts that each paid for coverage during that month and the types of coverage he or she received during that month.

3. *Employer Responsibilities; Warranties and Representations.*

(a) As soon as is practicable after this Agreement is signed, the Employer shall obtain from each insurance company, Health Maintenance Organization or other entity that is providing coverage under the Plan (a "Coverage Provider") authorization for P&A to communicate with it directly regarding the subject matter of this Agreement.

(b) The Employer shall notify P&A as soon as possible, but not later than thirty (30) days, following the occurrence of any of the following events:

- (1) the commencement of coverage for any person under the Plan;
- (2) the death of a covered employee;
- (3) the termination (other than by reason of gross misconduct) or reduction of hours of a covered employee's employment;
- (4) a covered employee becoming entitled to Medicare benefits under title XVIII of the Social Security Act;
- (5) a proceeding regarding the Employer's bankruptcy under title 11 of the United States Code that affects the benefits of a retired employee or his spouse or dependents of the Employer;
or
- (6) in accordance with any change in a law or regulation requiring group health plan continuation coverage after the date of this Agreement, any other event the occurrence of which requires notification by an Employer to a plan administrator, but only after P&A advises the Employer of such change.

Such notification shall be made by electronic transmission via P&A's web portal, fax or U.S. mail, using forms provided by P&A for this purpose.

(c) The Employer shall notify P&A as soon as possible, but not later than five (5) days after the Employer is notified by an employee, spouse or dependent of following the occurrence of any of the following events:

(1) The divorce of the employee from the employee's spouse (or their legal separation, but only if such event causes the spouse to lose his or her coverage under the terms of the Plan); or

(2) A dependent child ceasing to be a dependent child under the requirements of the Plan.

Such notification shall be made by electronic transmission, using forms provided by P&A for this purpose.

(d) The Employer shall review each monthly report generated by P&A pursuant to Section 2(i) and shall notify P&A within thirty (30) days after the report was sent or made available to the Employer of any errors or omissions in the report. A set of instructions that the Employer may use to verify the accuracy of P&A's monthly reports is available on request.

(e) The Employer shall promptly and accurately furnish to P&A such other information as P&A reasonably deems necessary or appropriate for the discharge of its responsibilities hereunder.

(f) Should P&A modify in any way the standard format of any of its written materials used in connection with the provision of its professional COBRA administration services, the Employer agrees to use exclusively the modified version of the materials as soon as P&A provides them to the Employer.

(g) Should the group health plans or coverage options listed on Schedule A include a health flexible spending account under a cafeteria plan in accordance with Internal Revenue Code Section 125 and the regulations (proposed or final) thereunder (a "health FSA") with respect to which P&A is not the claims administrator, the Employer (or an agent of the Employer other than P&A) shall be responsible for determining whether any person who has sustained a loss of coverage under that health FSA must be offered the opportunity to continue that coverage based on Income Tax Regulation Section 54.4980B-2, Q&A-8 (or any successor regulations or rules pertaining thereto) and, if so, for advising P&A of the applicable premium for same.

(h) Should any of the group health plans or coverage options listed on Schedule A include a "self-insured medical expense reimbursement plan" as defined in Internal Revenue Code Section 105(h) with respect to which P&A is not the claims administrator, (other than a health FSA that is part of a cafeteria plan), the Employer (or an agent of the Employer other than P&A) shall be responsible for

advising P&A of the applicable premium for continuation coverage under that self-insured medical expense reimbursement plan.

(i) Should the Employer become a party to any collective bargaining agreement containing any provision that refers to or impacts, either directly or indirectly, the manner in which COBRA is to be provided to any employee who is a member of the collective bargaining unit that is a party to the agreement or his or her spouse or dependents, the Employer shall provide P&A with a complete copy of the pertinent contract language not less than thirty (30) days before the effective date of that collective bargaining agreement.

(j) The Employer warrants and represents to P&A that the list of group health plans and of the coverage providers under each such plan is complete and accurate as of the date of this Agreement. Should the Employer, during the term of this Agreement, establish any new group health plan or add any coverage provider to any of its current group health plans, the Employer agrees to notify P&A in writing of same within seven (7) days thereafter. The Employer hereby acknowledges its understanding that P&A cannot assure the Employer's compliance with COBRA without having, at all times, complete and accurate information as to the group health plans and coverage options of the Employer.

4. Compensation.

(a) As compensation for the services rendered hereunder, the Employer agrees to pay P&A fees in accordance with the fee schedule set forth at Schedule B hereto. P&A may modify this fee schedule as of the beginning of any Contract Year commencing after the Effective Date. For purposes of this Agreement, the term "Contract Year" means the period beginning on the Effective Date and ending one year later and each subsequent one-year period beginning on an anniversary of the Effective Date. P&A shall notify the Employer in writing of any modification to the fee schedule not less than ninety (90) days before the beginning of the Contract Year in which the modification is to become effective.

No modification to the fee schedule shall become effective unless mutually agreed upon by the Employer and P&A.

(b) Should the Employer fail to timely provide P&A with any notification required under subsection 3(d) above, P&A shall be entitled to additional compensation for billing or enrollment adjustments that must be made on account of that failure, with such additional compensation amount equal to \$10.00 per affected COBRA Continuant.

(c) Should the Employer request in writing any services or materials that are in addition to the services described in Section 2, P&A shall be entitled to such additional compensation from the requesting party as is mutually agreed upon in writing by the requesting party and P&A.

5. Limitation on P&A's Obligations. P&A shall have no obligation under this Agreement or

otherwise to verify the accuracy or completeness of any information furnished by the Employer to P&A. P&A shall not provide legal counsel or tax advice to the Employer, and any advice furnished by P&A to the Employer regarding any provision of any law providing for the continuation of group health coverage should not be relied upon by Employer prior to consulting with its own legal advisors. P&A shall not be responsible for any action or inaction regarding COBRA administration that occurred prior to the commencement of this Agreement, or that results from the Employer's failure to notify P&A on a timely basis regarding a qualifying event, or that occurs after the termination of the Agreement.

6. Release and Indemnification.

(a) P&A shall be liable for and shall protect, hold harmless, defend and indemnify the Employer and its employees from and against all penalties, losses, damages, costs, expenses, attorney's fees and court costs suffered by the Employer or its employees resulting from a breach of this Agreement or from the negligence or other tortuous conduct of P&A or any of P&A's employees arising out of the performance of its duties under this Agreement.

(b) The Employer shall be liable for and shall hold harmless P&A and its employees from and against all penalties, losses, damages, costs, expenses, attorney's fees and court costs suffered by P&A or its employees attributable to any breach by the Employer of its obligations, warranties or representations, including but not limited to incorrect and or incomplete information provided by the Employer or the unauthorized modification or misuse of forms provided to the Employer by P&A.

P&A and Employer agree that the provisions of this Section 6 shall survive the termination of this Agreement.

7. Term and Termination. The initial term of this Agreement shall be the Contract Year commencing on the Effective Date. Thereafter, this Agreement automatically shall be renewed for each additional Contract Year up to a total of four (4) years, unless one party to this Agreement gives the other party notice in writing of its desire to terminate the Agreement as of the end of a specified Contract Year not less than sixty (60) days prior to the end of that Contract Year. Notwithstanding the foregoing, this Agreement shall terminate (a) automatically if either party is adjudicated a bankrupt or suffers appointment of a temporary or permanent receiver, trustee or custodian for all or a substantial part of their assets, which shall not be discharged within thirty (30) days of appointment, or makes an assignment for the benefit of creditors, or (b) after written notice by one party of the other party's material breach of, or material failure to perform, its obligations hereunder unless such breach or failure is cured within ten (10) days of said notice. Any notice of breach must provide details regarding the nature of the other party's alleged breach, the specific obligation hereunder to which the alleged material breach relates, the date on which occurred and the identity of any personnel of the other party that were

involved. Failure to provide such detail shall render said notice null and void for purposes of this Agreement.

Should the Employer cause the Agreement to be terminated for reasons other than those set forth in the preceding sentence, without the advance notice otherwise required hereunder, the Employer immediately shall become obligated to pay P&A as liquidated damages an amount equal to fiftypercent (50%) of the fees that would have been due had the Agreement remained in effect for the period (i) commencing on the date next following the date on which the Agreement prematurely terminated or will be prematurely terminated, and (ii) ending on the earliest date as of which the Employer properly could have terminated the Agreement by giving the advance notice prescribed hereunder on the date the Employer first notified P&A in writing of the Employer's intention to terminate the Agreement. For purposes of calculating this liquidated damages amount, the fees due to P&A hereunder for services it provided in the month preceding the month within which P&A first was notified of the premature termination of the Agreement shall be the fees due for each month during the period described in the preceding sentence.

Upon any termination of this Agreement, the following fees shall apply:

(a) Should the Employer request that P&A provide it with any information regarding the services rendered under this Agreement that is not already available at P&A's web portal (e.g., the addresses or election status of individuals who were COBRA Continuant on the date the Agreement terminated), the Employer shall pay a fee of \$500.00 to obtain such information.

(b) For each premium payment that P&A receives from a COBRA Continuant after the termination of the Agreement and forwards to another party for processing, the Employer shall pay P&A a fee of \$5.00.

(c) For each COBRA election form that P&A receives from a Qualified Beneficiary after the termination of the Agreement and forwards to another party for processing, the Employer shall pay P&A a fee of \$7.50.

8. Confidentiality.

Each party acknowledges that the information provided by the other hereunder is confidential and shall not be disclosed or disseminated without written consent. Furthermore, the Employer acknowledges that P&A's methods of doing business, and all its documents relating thereto, constitute trade secrets and know-how to which P&A retains exclusive proprietary rights.

9. HIPAA Compliance. The parties hereto acknowledge that they have entered into a separate Business Associate Agreement of even date herewith (the Employer as agent for its group health plans), a copy of which is appended hereto as Exhibit 1, and agree that said Business Associate Agreement and

all of the obligations and rights of the parties thereunder shall be incorporated herein by reference.

10. Binding Effect; Assignment. This Agreement shall inure to the benefit of and be binding upon the parties, their legal representatives, successors and assigns.

11. Integration. By their making of this Agreement, the parties hereto hereby acknowledge that this Agreement supersedes any previous understandings between them with respect to all matters contained herein and contains the entire understanding and agreement between them with respect to all matters contained herein and cannot be amended, modified or supplemented except by a subsequent written agreement entered into by both parties.

12. Enforcement. If any action at law or in equity (including arbitration) is necessary to enforce or interpret any one or more of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

13. Notice. Any notice hereunder by a party shall be deemed to have been duly given three (3) business days after mailing, and, except as otherwise provided herein, shall be given by mailing in any post office or post office box maintained by the United States Postal Service, enclosed in a postage paid envelope, registered or certified mail, return receipt requested, addressed to the party to whom or which notice is intended to be given at such party's address as stated above or to such other address as each party shall specify in writing to the other.

14. Governing Law. This Agreement is made in and shall be construed pursuant to the laws of the California, to the extent that the law of the California is not superseded by federal law.

15. Insurance. During the term of this Agreement, P&A shall maintain general and professional liability insurance with policy limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for the purpose of providing coverage for claims arising out of the performance of its services under this Agreement. Workers' compensation coverage with a minimum of statutory limits of liability is also required. P&A shall provide a separate endorsement form or section of a policy showing Employer, its officers, agents, employees and volunteers as additional insureds for general liability coverage. Proof of insurance shall be submitted in accordance with the requirements established by the Employer's Risk Manager.

[Signatures Next Page]

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 P&A Administrative Services, Inc. has caused this Agreement to be executed.

CITY OF ROSEVILLE,
a municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

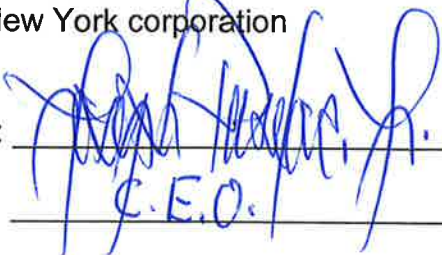
APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

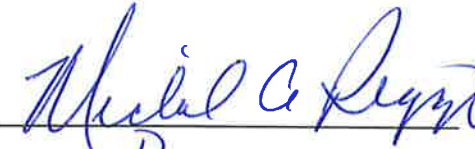
APPROVED AS TO SUBSTANCE:

BY: 
GAYLE SATCHWELL
Human Resources Director

P&A ADMINISTRATIVE SERVICES, INC.,
a New York corporation

BY: 
its: C.E.O.

and

BY: 
its: Pres.

SCHEDULE A

EMPLOYER'S GROUP HEALTH PLANS

Delta Dental-CSAC-EIA-DENTAL

Delta Dental -DHMO-DENTAL

VSP-CSAC-EIA-VISION

P&A-HEALTH FSA

SCHEDULE B FEES

1. **INSTALLATION FEE.** *n/a*

2. **NOTICE FEES.** The Employer shall pay to P&A the following fees with respect to notices generated by P&A:

Initial COBRA Notices:	\$12.00 per Notice
------------------------	--------------------

COBRA Election Notices:	\$24.00 per Notice
-------------------------	--------------------

P&A shall forward monthly invoices to the Employer for the notice fees due hereunder. Each such invoice shall be due and payable within thirty (30) days after receipt by the Employer. The Employer shall be obligated to pay aggregate notice fees of not less than \$500.00 per Contract Year. Should aggregate notice fees for any Contract Year be less than \$500.00, the aforesaid \$500.00 minimum for any subsequent Plan Year shall be due and payable on the first day of that Contract Year. Any such payment shall be a credit against notice fees accruing during the remainder of the Contract Year.

3. **MAILING EXPENSES.** The Employer shall reimburse P&A for the cost of any mailing required under the Agreement the rate for which exceeds the first class rate charged by the U.S. Post Office after P&A provides the Employer with proof of same.

4. **PARTICIPANT FEES.** An individual who has coverage under the Plan shall pay to P&A a fee of \$25.00 should a check tendered by him or her in payment of a premium be returned on account of insufficient funds. Further, if an individual's COBRA coverage must be reinstated due to non-payment of premiums or other circumstances for which he or she is responsible, he or she shall pay P&A a reinstatement fee of \$30.00.

Note: Should changes in applicable federal or state law or regulations make it necessary or advisable for services other than those enumerated in this Agreement to be rendered in connection with the administration of the Plan (e.g., a new type of notice is required to be provided to certain covered persons) and should the Employer desire to retain P&A to provide such additional services, the addition of such services to P&A's responsibilities shall require an amendment to this Agreement. P&A reserves the right to request an adjustment in its fees hereunder under such circumstances.

EXHIBIT 1

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Agreement made effective as of January 1, 2016 (the "Effective Date"), by and between the Covered Entity identified below, and **P&A ADMINISTRATIVE SERVICES, INC.**, 17 Court Street, Suite 500, Buffalo, NY 14202-3294 ("**Business Associate**").

1. **Definitions.**

a. **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402.

b. **Breach Notification Rule.** "Breach Notification Rule" shall mean the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information under 45 CFR Parts 160 and 164, subparts A and D.

c. **Business Associate.** "Business Associate" shall mean P&A Administrative Services, Inc.

d. **Covered Entity.** "Covered Entity" shall mean the Medical Expense Reimbursement Account Option under the City of Roseville Flexible Benefits Plan.

e. **Electronic Protected Health Information.** "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103.

f. **Electronic Transactions Rule.** "Electronic Transactions Rule" shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.

g. **Enforcement Rule.** "Enforcement Rule" shall mean the Enforcement Provisions set forth in 45 CFR Part 160.

h. **Genetic Information.** "Genetic Information" shall have the same meaning as the term "genetic information" in 45 CFR § 160.103.

i. **HHS.** "HHS" shall mean the Department of Health and Human Services.

j. **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

k. **HITECH Act.** "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.

l. **Privacy Rule.** "Privacy Rule" shall mean the Privacy Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and E.

m. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this Agreement.

n. **Required by Law.** "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

o. **Security Incident.** "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR § 164.304.

p. **Security Rule.** "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C.

q. **Services Agreement.** "Services Agreement" shall mean the "Flexible Benefits Plan Services Agreement" of even date herewith between the City of Roseville and the Business Associate including any subsequent amendments or restatements thereof.

r. **Subcontractor.** "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR § 160.103.

s. **Transaction.** "Transaction" shall have the meaning given the term "transaction" in 45 CFR § 160.103.

t. **Unsecured Protected Health Information.** "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR § 164.402.

2. *Privacy and Security of Protected Health Information.*

a. **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information only as set forth below:

(i) **Functions and Activities on Covered Entity's Behalf.** Business Associate shall provide the services described in a certain administrative services agreement of even date herewith (the "Services Agreement"). The Business Associate hereby is authorized to de-identify Protected Health Information whenever, in its best judgment, it is necessary to do so to comply with the HIPAA Rules.

(ii) **Business Associate's Operations.** Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out Business Associate's legal responsibilities, provided that—

(A) The disclosure is Required by Law; or

(B) Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Protected Health Information that the person or entity will—

(1) Hold the Protected Health Information in confidence and use or further disclose the Protected Health Information only for the purpose for which Business Associate disclosed Protected Health Information to the person or entity or as Required by Law; and

(2) Promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of Protected Health Information was breached.

(iii) **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and Covered Entity acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.

b. Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose Protected Health Information, except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate the HIPAA Rules if done by Covered Entity, except as permitted for Business Associate's proper management and administration, as described above.

c. Information Safeguards.

(i) **Privacy of Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Protected Health Information. The safeguards must reasonably protect Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that the Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(ii) **Security of Covered Entity's Electronic Protected Health Information.** Business Associate will comply with the Security Rule and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf.

(iii) **No Transfer of PHI Outside United States.** Business Associate will not transfer Protected Health Information outside the United States without the prior written consent of the Covered Entity. In this context, a “transfer” outside the United States occurs if Business Associate's workforce members, agents, or subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.

d. Subcontractors. Business Associate will require each of its Subcontractors to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately

safeguard Protected Health Information created, received, maintained, or transmitted on behalf of the Business Associate; and to apply the same restrictions and conditions that apply to the Business Associate with respect to such Protected Health Information.

e. **Prohibition on Sale of Protected Health Information.** Effective immediately, Business Associate shall not engage in any sale (as defined in the HIPAA rules) of Protected Health Information.

f. **Prohibition on Use or Disclosure of Genetic Information.** Effective immediately, Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.

g. **Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

3. ***Compliance with Electronic Transactions Rule.*** If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

4. ***Individual Rights.***

a. **Access.** Business Associate will, within twenty-nine calendar days following Covered Entity's request, make available to Covered Entity (or, at Covered Entity's written direction, to an individual or the individual's designee) for inspection and copying Protected Health Information about the individual that is in a Designated Record Set in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR § 164.524. Effective September 23, 2013, if Covered Entity requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine an alternative form and format that will enable Covered Entity to meet its electronic access obligations under 45 CFR § 164.524.

b. **Amendment.** Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of an individual's Protected Health Information that is in a Designated Record Set in the custody or control of the Business Associate, so that Covered Entity may meet its amendment obligations under 45 CFR § 164.526.

c. **Disclosure Accounting.** To allow Covered Entity to meet its obligations to account for disclosures of Protected Health Information under 45 CFR § 164.528:

(i) Disclosures Subject to Accounting. Business Associate will record the information specified below ("Disclosure Information") for each disclosure of Protected Health Information, not excepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.

(ii) Disclosures Not Subject to Accounting. Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Protected Health Information if Covered Entity need not account for such disclosures under the HIPAA Rules.

(iii) Disclosure Information. With respect to any disclosure by Business Associate of Protected Health Information that is not excepted from disclosure accounting under the HIPAA Rules, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(A) Disclosure Information Generally. Except for repetitive disclosures of Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

(B) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

(iv) Availability of Disclosure Information. Business Associate will maintain the Disclosure Information for at least six years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity fifty-nine calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

d. **Restriction Agreements and Confidential Communications.** Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Business Associate will comply with any notice from Covered Entity to (1) restrict use or disclosure of Protected Health Information pursuant to 45 CFR § 164.522(a), or (2) provide for confidential communications of Protected Health Information pursuant to 45 CFR § 164.522(b), provided that Covered

Entity notifies Business Associate in writing of the restriction or confidential communications obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction or confidential communications requirement and, with respect to termination of any such restriction, instruct Business Associate whether any of the Protected Health Information will remain subject to the terms of the restriction agreement.

5. Breaches and Security Incidents.

a. Reporting.

(i) Impermissible Use or Disclosure. Business Associate will report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Agreement not more than fifty-nine calendar days after Business Associate discovers such non-permitted use or disclosure.

(ii) Breach of Unsecured Protected Health Information. Business Associate will report to Covered Entity any potential Breach of Unsecured Protected Health Information not more than fifty-nine calendar days after discovery of such potential Breach. Business Associate will treat a potential Breach as being discovered in accordance with 45 CFR § 164.410. Business Associate will make the report to Covered Entity's Privacy Officer. If a delay is requested by a law-enforcement official in accordance with 45 CFR § 164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report:

- (A) Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
- (B) Identify the types of Protected Health Information that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved);
- (C) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
- (D) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;
- (E) Identify what steps the individuals who were subject to a Breach should take to protect themselves;
- (F) Provide such other information, including a written report and risk assessment under 45 CFR § 164.402, as Covered Entity may reasonably request.

(iii) Security Incidents. Business Associate will report to Covered Entity any Security Incident of which Business Associate becomes aware. Business Associate will make this report

once per month, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth above.

b. **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement.

6. Term and Termination.

a. **Term.** This Agreement shall be effective as the Effective Date, and shall remain in effect until the Service Agreement terminates.

b. **Right to Terminate for Cause.** Notwithstanding "a" above, Covered Entity may terminate this Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement, and after written notice to Business Associate of the breach, Business Associate has failed to cure the breach within thirty calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.

c. Treatment of Protected Health Information on Termination.

(i) **Return or Destruction of Covered Entity's Protected Health Information Is Feasible.** Upon termination of this Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of any Subcontractors of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information which could be returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than thirty calendar days following the effective date of the termination of this Agreement.

(ii) **Procedure When Return or Destruction Is Not Feasible.** Business Associate will identify any Protected Health Information, including any Protected Health Information that Business Associate has disclosed to Subcontractors, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than thirty calendar days following the effective date of the termination or other conclusion of Agreement.

(iii) **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

7. General Provisions.

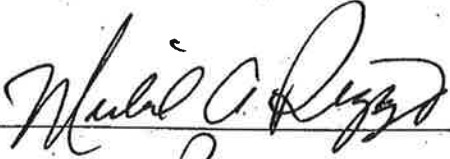
- a. **Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations, and other official government guidance.
- b. **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to Covered Entity and to HHS to determine compliance with the HIPAA Rules.
- c. **Amendment to Agreement.** This Agreement may be amended only by a written instrument signed by the parties. In case of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with the change in law.
- d. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- e. **Interpretation.** Any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the applicable requirements under the HIPAA Rules.
- f. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by the governing law identified in the Services Agreement.
- g. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- h. **Construction and Interpretation.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been negotiated by the parties at arm's-length and each of them has had an opportunity to modify the language of the Agreement. Accordingly, the Agreement shall be treated as having been drafted equally by the parties, and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- i. **Notices.** All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing.
- j. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter.

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. 15-518, adopted by the Council of the City of Roseville on the 16th day of December, 2015, and P&A Administrative Services, Inc. has caused this Agreement to be executed.

COVERED ENTITY:
CITY OF ROSEVILLE

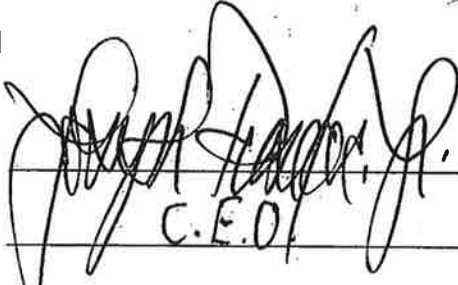
BUSINESS ASSOCIATE:
P&A ADMINISTRATIVE SERVICES, INC.

BY: 
ROB JENSEN
Acting City Manager

BY: 
its: Pres.

ATTEST:

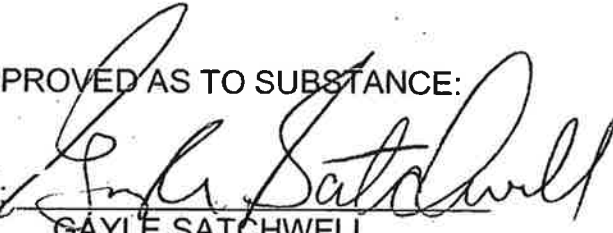
BY: 
SONIA OROZCO
City Clerk

and
BY: 
its: C.E.O.

APPROVED AS TO FORM:

BY: 
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
GAYLE SATCHWELL
Human Resources Director



COUNCIL COMMUNICATION

CC #: 7822

File #: 0400-04-12-1

Title: Westbrook - Phase 1 Village 24 Final Map and Subdivision Agreement

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

Meeting Date: 7/6/2016

Item #: 6.18.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and the easements offered thereon, and approve the abandonment of the easement listed thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services - Engineering section has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating 53 residential lots and 4 landscape lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Pursuant to the City of Roseville CEQA Implementing Procedures and the California

Environmental Quality Act (CEQA) this project is consistent with the Sierra Vista Specific Plan FEIR (SCH# 2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Final Map

Resolution No. 16-300

Subdivision Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 24" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

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

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B AND C AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

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

- (A) AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS HOURGLASS CIRCLE, NORBURY PARK DRIVE, TWILIGHT DRIVE, INDUS LANE AND PICTOR LANE AND LOTS A, B, C & D.

WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: Brian Cutting
BRIAN CUTTING
AUTHORIZED AGENT

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS

ON THE 1st DAY OF JUNE, 2016, BEFORE ME, E. BENNETT A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, BRIAN CUTTING, 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: E. Bennett
PRINTED NAME: E. BENNETT

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF SACRAMENTO

MY COMMISSION EXPIRES: MARCH 20, 2020

MY COMMISSION NO.: 2147106

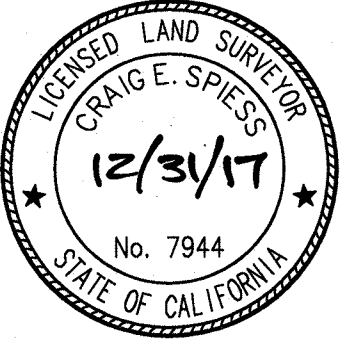
SURVEYOR'S STATEMENT

THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 24" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF WP DEVELOPMENT COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN JANUARY 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2018 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

Craig E. Spiess
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2017

DATE: 6/1/16



CITY ENGINEER'S STATEMENT

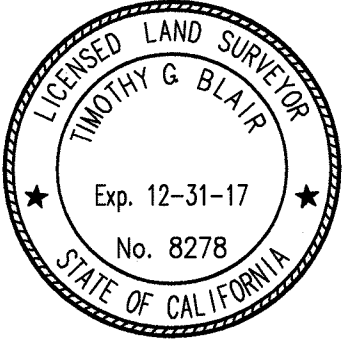
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 24" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2016

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 24" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2017



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTBROOK - PHASE 1 - VILLAGE 24", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER. CITY COUNCIL DOES ALSO HEREBY APPROVE THE EASEMENT ABANDONMENT LISTED HEREON.

CITY CLERK, CITY OF ROSEVILLE
DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2016, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
DOCUMENT NO.: _____

BY: _____ FEE: \$ _____
DEPUTY

FINAL MAP OF
WESTBROOK - PHASE 1
VILLAGE 24
SUBDIVISION No. PL13-0108

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA



JULY 2016

LEGEND

- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- ⊙ SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER CITY OF ROSEVILLE STANDARDS
- ⊗ SET 1" BRASS DISC STAMPED LS 7944 ON TOP OF CURB
- DIMENSION POINT (NOTHING FOUND OR SET)
- CB CHORD BEARING
- CD CHORD DISTANCE
- C/L CENTERLINE
- OA OVERALL
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- S.F. SQUARE FEET
- () DENOTES RECORD INFORMATION
- ⊗ SHEET NUMBER

BASIS OF BEARINGS:

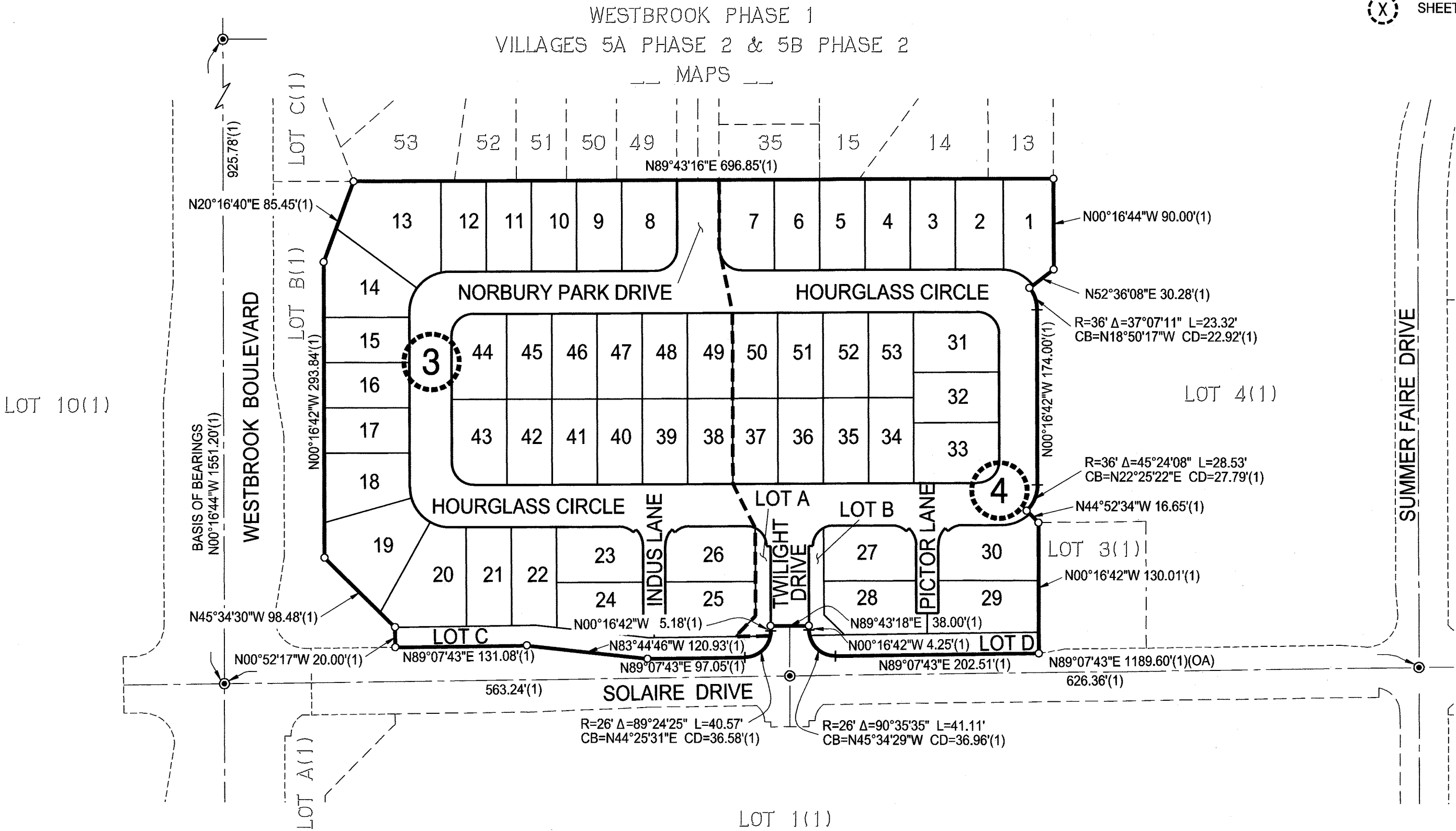
THE BEARING N 00°16'44" W, AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF WESTBROOK BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 1 - LARGE LOT FINAL MAP" FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

- (1) CC MAPS 85

NOTES:

- TOTAL AREA OF THIS SUBDIVISION IS 7.54± ACRES +/-, GROSS, CONSISTING OF 53 RESIDENTIAL LOTS AND 4 MISCELLANEOUS LOTS.
- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY ENGeo DATED MARCH 20, 2014; PROJECT NUMBER 10814.000.000 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE No. 308-807.
- ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
- ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7944".
- PURSUANT TO SECTION 66434(G) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC EASEMENTS ARE HEREBY ABANDONED:
(A) THE VARIABLE WIDTH PUBLIC UTILITY EASEMENT OVER LOT 2 DEDICATED WITH THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 1 LARGE LOT SUBDIVISION", FILED FOR RECORD JUNE 27, 2014 IN BOOK CC MAPS, AT PAGE 85, PLACER COUNTY RECORDS.



FINAL MAP OF
WESTBROOK - PHASE 1
VILLAGE 24
SUBDIVISION No. PL13-0108

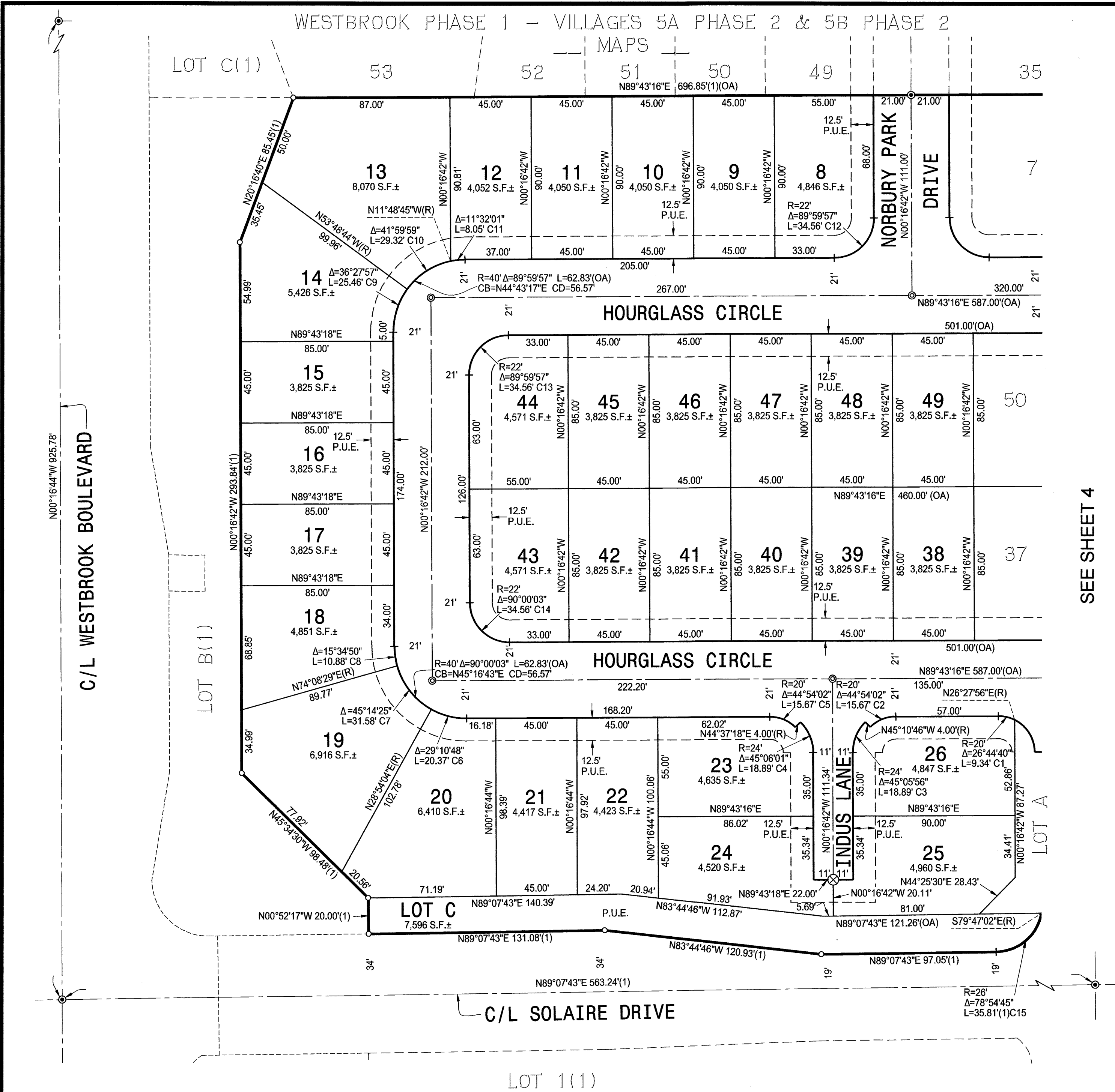
BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

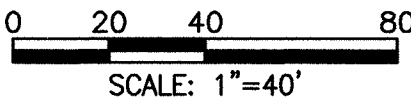
JULY 2016

SHEET 2 OF 4 18437.240



CHORD TABLE

#	CHORD BEARING	CHORD LENGTH
C1	N76°54'24"W	9.25'
C2	N67°16'15"E	15.28'
C3	N22°16'16"E	18.41'
C4	N22°49'22"W	18.41'
C5	N67°49'43"W	15.28'
C6	N75°41'20"W	20.15'
C7	N38°28'44"W	30.77'
C8	N08°04'06"W	10.84'
C9	N17°57'17"E	25.03'
C10	N57°11'16"E	28.67'
C11	N83°57'16"E	8.04'
C12	N44°43'17"E	31.11'
C13	N44°43'17"E	31.11'
C14	N45°16'43"W	31.11'
C15	N49°40'21"E	33.05'



FINAL MAP OF
WESTBROOK - PHASE 1
VILLAGE 24
SUBDIVISION No. PL13-0108

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED
"WESTBROOK - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON JUNE 27,
2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS,
SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JULY 2016

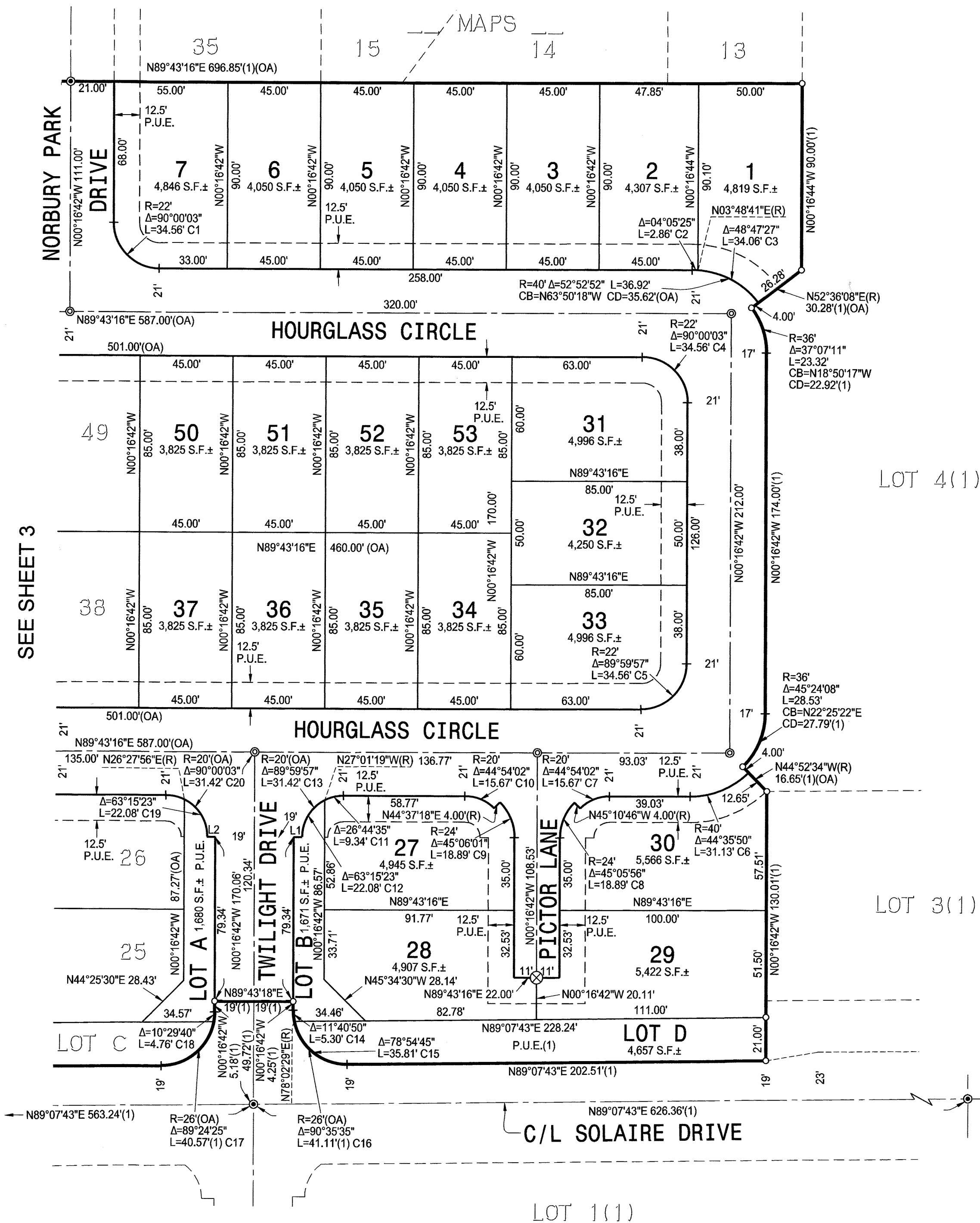
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 3 OF 4 18437.240

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

SEE SHEET 4

WESTBROOK PHASE 1 - VILLAGES 5A PHASE 2 & 5B PHASE 2

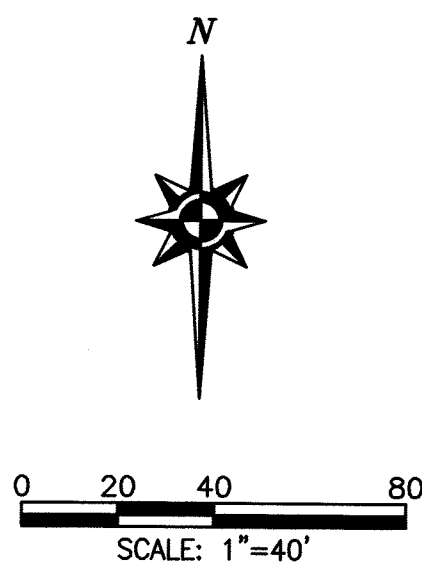


CHORD TABLE

#	CHORD BEARING	CHORD LENGTH
C1	N45°16'43"W	31.11'
C2	N88°14'01"W	2.85'
C3	N61°47'36"W	33.04'
C4	N45°16'43"W	31.11'
C5	N44°43'17"E	31.11'
C6	N67°25'21"E	30.35'
C7	N67°16'15"E	15.28'
C8	N22°16'16"E	18.41'
C9	N22°49'42"W	18.41'
C10	N67°49'43"W	15.28'
C11	N76°20'59"E	9.25'
C12	N31°21'00"E	20.98'
C13	N44°43'17"E	28.28'
C14	N06°07'06"W	5.29'
C15	N51°24'54"W	33.05'
C16	N45°34'29"W	36.96'
C17	N44°25'31"E	36.58'
C18	N04°58'08"E	4.76'
C19	N31°54'23"W	20.98'
C20	N45°16'43"W	28.28'

LINE TABLE

#	BEARING	DISTANCE
L1	N89°43'18"E(R)	4.00'
L2	N89°43'18"E(R)	4.00'



FINAL MAP OF
WESTBROOK - PHASE 1
VILLAGE 24
SUBDIVISION No. PL13-0108

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS, SECTION 28, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

JULY 2016
SHEET 4 OF 4 18437.240

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

RESOLUTION NO. 16-300

APPROVING A SUBDIVISION AGREEMENT BY AND BETWEEN THE CITY OF
ROSEVILLE AND WOODSIDE 05N, LP, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Subdivision Agreement for Westbrook - Phase 1 Village 24 Subdivision,
by and between the City of Roseville and Woodside 05N, LP, 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**

**SUBDIVISION AGREEMENT
WESTBROOK - PHASE 1 VILLAGE 24**

THIS AGREEMENT, made and entered into this ____ day of _____,
2016, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
WOODSIDE 05N, LP, a California limited partnership ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of
Roseville, County of Placer, known as "Westbrook - Phase 1 Village 24" (Subdivision no.
PL13-0108; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 13th day of February, 2014, and the final map of the Subdivision has
been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 2016 in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the
subdivision of land in the City, requires that SUBDIVIDER shall execute and file an
agreement between itself and CITY relating to the improvements to be made in a subdivision,
prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay & Soms Civil Engineers, dated May 2016 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2018, ^{SUCH} survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be

reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$1,051,859.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty

security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by

the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER 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 SUBDIVIDER'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.

SUBDIVIDER'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.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Workers' Compensation

Statutory

a. Form. SUBDIVIDER 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. SUBDIVIDER 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, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER'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. SUBDIVIDER 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. 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.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER 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 SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER 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.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of

the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all

amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Brian Cutting
Woodside 05N, LP
111 Woodmere Road, Suite 190
Folsom, CA 95630

Either party may amend its address by giving written notice to the other.

22. 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 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 SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

WOODSIDE 05N, LP,
a California limited partnership

BY: _____
ROB JENSEN
City Manager

BY:  _____
BRIAN CUTTING
Authorized Agent

(NOTARIZATION REQUIRED)

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____
MARC STOUT
City Engineer

CALIFORNIA ALL PURPOSE 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 SACRAMENTO }

On June 2, 2016 before me, Judy Smolich, Notary Public, personally appeared Brian Cutting 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: Judy Smolich (Seal)





COUNCIL COMMUNICATION

CC #: 7805
File #: 0900-02

Title: Intertie and Zone 4 Transfer Pump Stations Project - Notice of Completion
Contact: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.19.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution accepting the Intertie and Zone 4 Transfer Pump Stations Project as complete and authorize the Environmental Utilities Director to execute the Notice of Completion.

BACKGROUND

As the unprecedented drought drove water levels in Folsom Lake to record lows in January 2014, staff submitted and the City Council approved the design and construction of two permanent pump stations to transfer water. One inter-agency pump station was constructed to move water from Sacramento Suburban Water District (SSWD) into the City and the other transfer pump station conveys water from the City's pressure zone 4 into pressure zone 1. Discussion of each pump station follows:

Intertie Pump Station: As part of the 2008 American River Basin Conjunctive Use Program, interconnections between the City of Roseville and other water agencies were envisioned to further the program's objectives of improving the reliability of the regional water system, helping preserve the groundwater basin for use in drought years, and better managing surface and groundwater resources (conjunctive use). Major water suppliers for these regional interconnections with the City include San Juan Water District (SJWD), Placer County Water Agency (PCWA) and SSWD. Transmission pipelines to connect regional water systems have been completed in several previous capital improvement projects.

Because of varying geography and operational criteria, the different water systems operate at different pressures. To allow for transfer of water between agencies through these interconnections, booster pump stations are required to overcome these pressure differentials. The Intertie Pump Station constructed as part of this project allows the City to receive water from the SSWD.

Zone 4 Transfer Pump Station: The majority of the City's groundwater supply wells are located within pressure zone 4 on the west side of the City where groundwater is stored at high quantities in alluvial aquifers as the Sacramento Valley slopes to the west from the Sierras. During critical

drought periods, the Zone 4 Transfer Pump Station is required to move groundwater produced in pressure zone 4, a lower pressure zone, into pressure zone 1, a higher pressure zone, to fully utilize the City's groundwater resources. .

As the drought persisted and a State of Emergency was declared, Governor Brown signed legislations to assist drought-affected communities and provide funding to better use local water supplies. The Governor and Legislature directed the California Department of Water Resources (DWR) to utilize funding from the Integrated Regional Water Management (IRWM) Grant Program, approved by Proposition 84 (Prop 84), to:

- Provide immediate regional drought preparedness
- Increase local water supply reliability and the delivery of safe drinking water
- Assist water suppliers and regions to implement conservation programs and measures that are not locally cost-effective
- Reduce water quality conflicts or ecosystem conflicts created by the drought.

The City, as part of the Regional Water Authority's (RWA's) IRWM for the Lower American River Basin, received a grant for \$1,142,500 through the Prop 84 funding program towards the project to increase local water supply reliability and be prepared for the current and future droughts. This funding was used for a portion of the design and construction costs for the Intertie and Zone 4 Transfer Pump Stations Project.

Construction Specifications for the project were developed by Bennett Engineering Services. City Council approved the construction documents and allowed staff to call for bids at its November 5, 2014 meeting. Bids were received and opened by the City Clerk's office on November 25, 2014. Sierra National Construction, Inc. was awarded the contract for a not-to-exceed amount of \$2,891,500.

The pumps stations were substantially operational in the month of September, 2015. After minor adjustments and pump testing, the project was completed on February 24, 2016. During construction, additional expenses in the amount of \$200,789 were incurred due to unforeseen field conditions. City staff received approval from City Council through a budget adjustment for the additional costs in September 16, 2015. The final invoiced amount was \$3,092,289. Of this amount, \$1,142,500 was from the Prop 84 Grant program and the remaining \$1,949,789 was funded from the City's Water Construction Fund.

Staff is requesting City Council adopt a resolution accepting the Intertie and Zone 4 Transfer Pump Station Projects as complete and authorize the Environmental Utilities Department to execute the Notice of Completion. In accordance with the specifications and Faithful Performance Bond, the contractor shall guarantee the installation of all improvements for a period of twelve months from the date of Council acceptance.

FISCAL IMPACT

No fiscal impacts are associated with this Council action.

ECONOMIC DEVELOPMENT / JOBS CREATED

There are no short-term economic benefits associated with the Notice of Completion.

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)). A Notice of Completion does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Jose Lopez, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-283

NOC

Exhibit A

RESOLUTION NO. 16-283

ACCEPTING THE PUBLIC WORK KNOWN AS THE INTERTIE AND ZONE 4 TRANSFER PUMP STATIONS 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 Intertie and Zone 4 Transfer Pump Stations 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

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as Intertie and Zone 4 Transfer Pump Stations Project, was completed and accepted by the City of Roseville on July 6, 2016. The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was Sierra National Construction, Inc.

The surety on said project was Great American Insurance Company.

ATTEST:

RICHARD D. PLECKER
Director of Environmental Utilities
City of Roseville

SONIA OROZCO, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF PLACER)

I, Richard D. Plecker, being first duly sworn, depose and say: I am the Director of Environmental Utilities 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.

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.

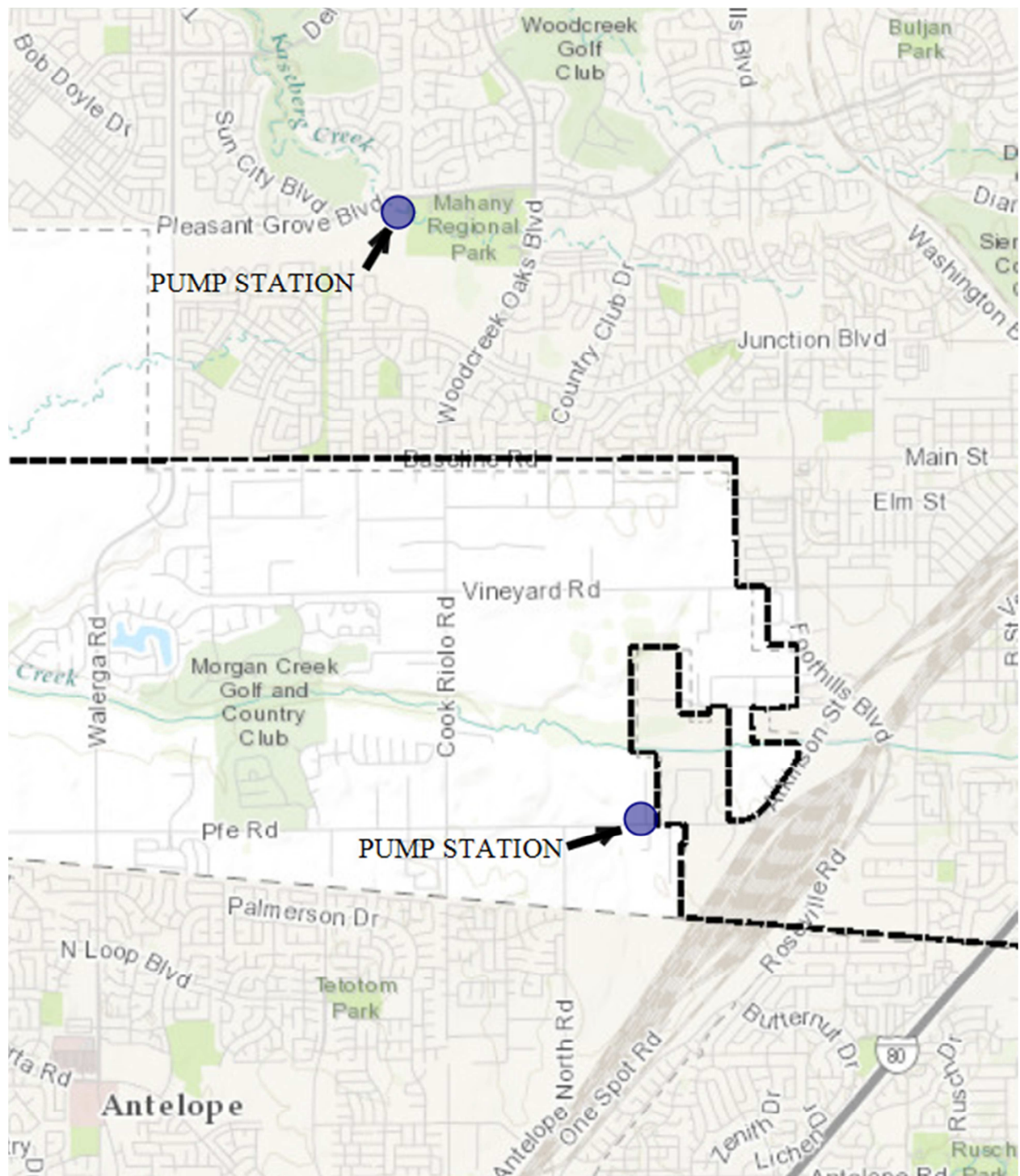
RICHARD D. PLECKER
Director of Environmental Utilities
City of Roseville

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2016,
by _____ proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Notary Public in and for said County and State

EXHIBIT A





COUNCIL COMMUNICATION

CC #: 7809
File #: 0704-02

Title:	West Roseville Specific Plan Westpark Phase 3, Detention Berm - Certificate of Completion
Contact:	Guy Howes 916-774-5430 ghowes@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt the attached resolution accepting WRSP Westpark Ph. 3, Open Space Detention Berm, CWJ# 120124 as complete.
2. Authorize the City Engineer to execute the Certification of Completion.

BACKGROUND

Construction phasing of the public works project known as the Westpark Phase 3, Open Space Detention Berm was completed approximately two years ago. However, due to its location of being surrounded by privately owned open space, the City suspended formal City acceptance until such time as an access and maintenance easement was recorded with Placer County.

Staff recently obtained the easement documents from the property owners and processed them through Placer County by separate document. Consequently, the Certificate of Completion (COC) for the open space detention berm can now be processed for acceptance.

The Engineering Division has made final inspection of the above project and confirmed the access and maintenance easement was forwarded to Placer County for recording in accordance with the improvement plans and City specifications.

FISCAL IMPACT

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

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the project as complete will not directly create jobs but rather maintain current

employee levels of the developer until such time the specific plan is fully built out.

ENVIRONMENTAL REVIEW

The Council action of accepting WRSP Westpark Phase 3, Open Space Detention Berm as complete will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15060(c)(2). Adoption of this project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Guy Howes, Senior Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-287

COC

Exhibit A

RESOLUTION NO. 16-287

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS West Roseville Specific Plan, Westpark Phase 3, Open Space Detention Berm PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as the West Roseville Specific Plan, Westpark Phase 3, Open Space Detention Berm is hereby approved and the public work accepted.
2. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

CERTIFICATE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as **WRSP Westpark Phase 3, Open Space Detention Berm** Project was completed and accepted by the City of Roseville on **JULY 6, 2016**. The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was **TEICHERT CONSTRUCTION.**

The surety on said project was **AS DESCRIBED IN THE ACQUISITION AGREEMENT STIPULATES THE CITY WILL RETAIN 10% PROJECT VALUE AMOUNT FOR THE DURATION OF THE WARRANTY PERIOD FOR ONE YEAR.**

MARC STOUT
City Engineer
City of Roseville

ATTEST:

SONIA OROZCO, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF PLACER)

I, MARC STOUT, being first duly sworn, depose and say: I am the City Engineer 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 Certificate of Completion and know its contents and the facts stated therein are true.

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.

MARC STOUT
City Engineer
City of Roseville

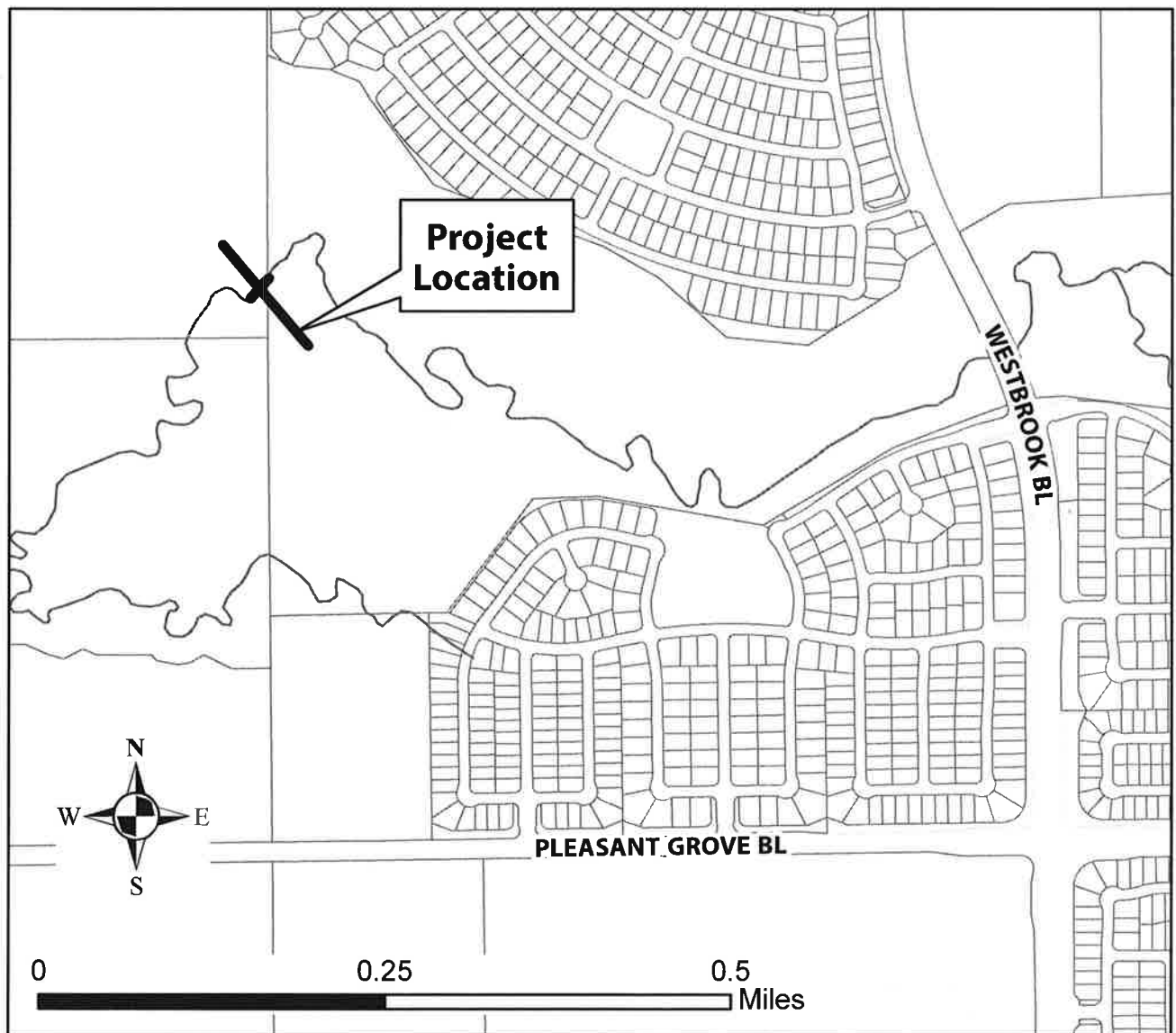
STATE OF CALIFORNIA)
COUNTY OF PLACER)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2016,
by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public in and for said County and State

EXHIBIT A

City of Roseville Westpark Phase 3 Open Space Detention Berm





COUNCIL COMMUNICATION

CC #: 7788

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

Title: FY2015-16 Annual Review of Affordable Assisted Rental Housing Development Agreements, Affordable Rental Housing Agreements, Affordable Rental Housing Development Agreements, Regulatory Agreements, and Owner Participation Agreements

Contact: Nancy Cox 916-774-5451 ncox@roseville.ca.us

Meeting Date: 7/6/2016

Item #: 6.21.

RECOMMENDATION TO COUNCIL

City Council adopt the attached resolution finding the property owners of the twenty-four (24) complexes located in the City of Roseville are complying in good faith with the terms and conditions of their Affordable Assisted Rental Housing Development Agreement (AARHDA), Affordable Rental Housing Agreement (ARHA), Affordable Rental Housing Development Agreement (ARHDA), Regulatory Agreement (RA) or Owner Participation Agreement (OPA) during FY 2015/16.

BACKGROUND

Staff reviewed 15-20% of the tenant files for the units set aside for affordable housing. The monitoring review covered the following areas:

- Initial rent at or below the allowable rent;
- Verification of all household sources of income (earned and unearned) including asset income;
- Household gross income at or below required income limits;
- Annual rent increases did not exceed maximum allowed and no more frequent than once every 12 months;
- Disbursement of affordable units throughout the complex;
- Number of affordable units leased meets agreement's requirements; and
- Payment of applicable fees.

During the FY 2015/16 site monitorings were completed for the following twenty-four (24) complexes and twenty-four (24) were found to be in full compliance with their affordable rental agreements. This included paying a total of \$33,605.00 Tenant Monitoring and \$85,027.43 Administrative Fees as required by their agreements.

Colonial Village

Preserve at Creekside

Crocker Oaks	Roseville Home Start
Eskaton Roseville Manor	Siena
Heritage Park	Silver Ridge
Highland Creek	State Hotel
Manzanita Place	Sutter Terrace
Maidu Village I	Terraces at Highland Reserve
Maidu Village II	Venu
Maidu Village III	Villages of the Galleria
Oaks at Woodcreek	Vineyard Gate
Pearl Creek	Vintage Square
Pinnacle at Galleria	Woodcreek Terrace

FISCAL IMPACT

The general fund receives \$85,027.43 from an Administrative Fee as required by one Development Agreement. The staff time to undertake this review was paid out of the Housing Successor Agency's Low/Moderate Income Housing set aside fund (formerly known as the Redevelopment Agency) and from a total of \$33,605.00 Tenant Monitoring Fees that are required by some agreements.

ECONOMIC DEVELOPMENT / JOBS CREATED

The Housing Division does not create jobs but it does provide an important service to ensure affordable housing for our residents. Affordable housing is an essential component to the foundation of our community's economic stability.

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 Annual Review of Affordable Assisted Rental Housing Development Agreements (AARHDA), Affordable Rental Housing Agreements (ARHA), Affordable Rental Housing Development Agreements (ARHDA), Regulatory Agreements (RA) and Owner Participation Agreements (OPA) project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Nancy Cox, Housing Supervisor

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-275

Listing of Affordable Rental Units

RESOLUTION NO. 16-275

FY 2015/16 ANNUAL REVIEWS OF AFFORDABLE ASSISTED RENTAL HOUSING DEVELOPMENT AGREEMENTS, AFFORDABLE RENTAL HOUSING AGREEMENTS, AFFORDABLE RENTAL HOUSING DEVELOPMENT AGREEMENTS, REGULATORY AGREEMENTS AND OWNER PARTICIPATION AGREEMENTS

WHEREAS, the City of Roseville has entered into Affordable Assisted Rental Housing Development Agreements (AARHDAs), Affordable Rental Housing Agreements (ARDAs), Affordable Rental Housing Development Agreements (ARHDAs), Regulatory Agreements (RAs) and Owner Participation Agreements (OPAs) with the owners (or their predecessors in interest) of the following apartment developments:

FY 2015/16 Annual Review

Colonial Village	Preserve at Creekside.
Crocker Oaks	Roseville Home Start
Eskaton Roseville Manor	Siena
Heritage Park	Silver Ridge
Highland Creek	State Hotel
Manzanita Place	Sutter Terrace
Maidu Village I	Terraces at Highland Reserve
Maidu Village II	Venu
Maidu Village III	Villages of the Galleria
The Oaks at Woodcreek	Vineyard Gate
Pearl Creek	Vintage Square
Pinnacle at Galleria	Woodcreek Terrace

WHEREAS, Section 19.84.080 of the Roseville Zoning Ordinance requires annual review of development agreements, including AARHDAs and ARHDAs, for compliance with the terms and conditions of the agreements; and

WHEREAS, RAs, ARHAs, and OPAs are required to be annually monitored per state redevelopment law; and

WHEREAS, staff has recently completed review of the owners' compliance with the AARHDAs, ARHAs, ARHDAs, RAs and OPAs for the above listed properties.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby finds and determines that each of the property owners of the above listed developments has complied in good faith with the terms and conditions of the applicable AARHDA, ARHA, ARHDA, RA or OPA for FY 2015/16.

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

FY 2015/2016 MONITORINGS OF:

AFFORDABLE ASSISTED RENTAL HOUSING DEVELOPMENT AGREEMENTS (AARHDA)

AFFORDABLE RENTAL HOUSING AGREEMENTS (ARHDA)

AFFORDABLE RENTAL HOUSING DEVELOPMENT AGREEMENTS (ARHDA)

REGULATORY AGREEMENTS (RA)

OWNER PARTICIPATION AGREEMENTS (OPA)

Summary of findings and concerns for each project are outlined below:

A "Finding" is an area which does not comply with requirements of the City's Agreement; a "Concern" is not as serious as a Finding, but represents a deficiency that should be addressed before it leads to a Finding. Both Findings and Concerns require corrective action.

Affordable unit rents are based on income categories listed below of 50%, 60%, 80%, or 100% of the area median income. Some agreements require the payment of annual fees.

There were no findings for any of the 24 properties monitorings. Several had minor concerns that have been resolved.

Colonial Village

3881 Eureka Road

56 unit family project / 6 affordable 60% units

No tenant monitoring fees required

Crocker Oaks Apartments

8000 Painted Desert Drive

131 unit family project / 118 affordable units

66 – 80% units, 38 – 60% units, 14 – 50% units

Paid \$2,360 tenant monitoring fees

Eskaton Roseville Manor

1725 Pleasant Grove Blvd.

48 unit senior project / 100% affordable 50% units

No tenant monitoring fees required

Heritage Park Apartments

1098 Woodcreek Oaks Blvd.

328 unit family project / 100% affordable units

263 – 60% units, 65 – 50% units

Paid \$6,494.40 tenant monitoring fees

Paid \$85,027.43 admin fees

Highland Creek Apartments

800 Gibson Drive

184 unit family project / 100% affordable units

129 – 60% units, 55 – 50% units

Paid \$3,532.80 tenant monitoring fees

Manzanita Place

1019 Madden Lane

63 unit senior project / 100% affordable 50% units

No tenant monitoring fees required

Maidu Village I

1750 Eureka Road

80 unit senior project / 100% affordable 60% units

No tenant monitoring fees required

Maidu Village II

101 Sterling Court

84 unit senior project / 100% affordable 60% units

Paid \$1,629.00 tenant monitoring fees

Maidu Village III

109 Sterling Court
75 unit senior project / 100% affordable units
52 – 60% units, 23 – 50% units

Paid \$1,511.00 tenant monitoring fees

Oaks at Woodcreek Apartments

1550 Pleasant Grove Blvd.
80 unit family project / 13 affordable 60% units.

Paid \$256.49 tenant monitoring fees

Pearl Creek

1298 Antelope Creek Drive
224 unit family project / 23 affordable units
14 – 80% units, 9 – 50% units

No tenant monitoring fees required

Pinnacle at Galleria Apartments

1100 Roseville Parkway
200 unit family project / 23 affordable units
23 – 80% units, 12 – 60% units

No tenant monitoring fees required

Preserve at Creekside Apartments

1299 Antelope Creek Drive
336 unit family project / 34 affordable 100% units

No tenant monitoring fees required

Roseville Home Start

401 Riverside Avenue
27 unit transitional housing for families with children
100% affordable 50% units

No tenant monitoring fees required

Siena Apartments

2501 Hayden Parkway
154 unit family project / 100% affordable units
76 – 60% units, 78 – 50% units

Paid \$6,098.40 tenant monitoring fees

Silver Ridge Apartments

1101 Stone Canyon Drive
156 unit senior project / 100% affordable units
125 – 60% units, 31 – 50% units

Paid \$3,104.60 tenant monitoring fees

State Hotel Apartments

324 Lincoln Street
15 unit non-age restricted project / 100 affordable 50% units

Paid \$300.00 tenant monitoring fees

Sutter Terrace Apartments

6725 Fiddymont Road
100 unit senior project / 100% affordable units
80 – 60% units, 20 50% units

Paid \$2,000.00 tenant monitoring fees

Terraces at Highland Reserve Apartments

700 Gibson Drive
273 unit family project / 27 - 80% units

No tenant monitoring fees required

Venu

301 Gibson Drive
258 unit family project – 26 - 80% units (11 of the 26 units have been sold, remaining obligation of 15 affordable units)

No tenant monitoring fees required

Villages of the Galleria

701 Gibson Drive
258 unit family project / 26 units @80%
(15 of the 26 affordable units have been sold, leaving 11
affordable unit rental obligation)

No tenant monitoring fees required

Vineyard Gate Apartments

1601 Vineyard Road
280 unit family project / 14 affordable units
9 units – 80%, 5 units – 60%

No tenant monitoring fees required

Vintage Square at Westpark

2351 Wharton Lane
150 unit senior project / 100% affordable units
75 units – 60%, 75 units – 50%

Paid \$4,280.40 tenant monitoring fees

Woodcreek Terrace Senior Apartments

1295 Hemingway Drive
104 unit senior project / 100% affordable units
100 units – 60%, 4 units – 50%

Paid \$2,038.40 tenant monitoring fees



COUNCIL COMMUNICATION

CC #: 7824

File #: 0708 & 1006-01

Title: Cell Tower at Maidu Park - Agreement Amendment
Contact: Tom Pelster 916-774-5166 tpelster@roseville.ca.us

Meeting Date: 7/6/2016

Item #: 6.22.

RECOMMENDATION TO COUNCIL

Recommend Council Approve the First Amendment to Standard Tower License Agreement with New Cingular Wireless PCS, LLC representing AT&T to perform installation of network cabling via a Utility Right of Way in order to upgrade the cellular infrastructure for the tower located at Maidu Park.

BACKGROUND

In October 2007 the City adopted a resolution to construct a cell tower for AT&T at Maidu Park to provide cellular service to the surrounding area. AT&T now has a need to upgrade the infrastructure for that tower. In order to perform the upgrade a Utility Right of Way and Access Right of Way will be used to run fiber optic cable to the site location of the tower in the park. This will provide greater bandwidth, speed and reliability.

FISCAL IMPACT

New Cingular Wireless PCS will make a one-time payment of \$11,800 within 45 days from the of the effective date of the First Amendment. Any City staff time spent assisting with the work associated with this Amendment will be reimbursable up to \$5000 by New Cingular Wireless PCS.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of the proposed amendment is not expected to result in measurable job creation or economic development impact.

ENVIRONMENTAL REVIEW

The application is Categorically Exempt from environmental review pursuant to Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) and Section 305 of the City

of Roseville CEQA Implementing Procedures.

Respectfully Submitted,

Tom Pelster, Information Technology Assistant Director

Hong Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution 16-302

First Amendment New Cingular, AT&T at Maidu

RESOLUTION NO. 16-302

APPROVING A FIRST AMENDMENT TO STANDARD TOWER ATTACHMENT LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND NEW CINGULAR WIRELESS PCS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Standard Tower Attachment License Agreement for use of city property located at 1550 Maidu Drive, by and between the City of Roseville and New Cingular Wireless PCS, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
STANDARD TOWER ATTACHMENT LICENSE AGREEMENT**

Project: 1550 Maidu Drive Tower

THIS FIRST AMENDMENT TO STANDARD TOWER ATTACHMENT LICENSE AGREEMENT (“**First Amendment**”) is made and entered into this _____ day of _____, 2016 (“**Effective Date**”), by and between the City of Roseville, a municipal corporation (“**CITY**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“**LICENSEE**”); and

RECITALS

WHEREAS, CITY and LICENSEE previously entered into a Standard Tower Attachment License Agreement dated January 18, 2006, (“**Agreement**”) regarding permission to attach communications equipment onto an existing light standard at Maidu Park in the City of Roseville, County of Placer, State of California [APN: 469-020-005] (“**Property**”); and

WHEREAS, CITY and LICENSEE desire to amend the Agreement to include the grant by CITY to LICENSEE of non- exclusive utility and access right-of-ways, as described below; and

WHEREAS, LICENSEE is willing and able to compensate CITY for the grant of the utility and access right-of- ways, as indicated below; and

WHEREAS, CITY and LICENSEE desire to further amend the Agreement as herein below set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Amendment of Paragraph 5.** Paragraph 5(A) of the Agreement is hereby amended by adding the following additional paragraphs:

“CITY, as owner of the certain real property in the City of Roseville, County of Placer, State of California, with an Assessor Parcel Number 469-020-004-510, as legally described in Exhibit “A” (“**Adjacent City Parcel**”) attached hereto and incorporated herein by this reference, grants to LICENSEE for the greater of (i) ten (10) years, or (ii) for such longer period that LICENSEE continues to operate or maintain any communication facilities on the Property.

A. **Utility Right of Way.** A five foot (5’) wide non-exclusive utility right-of-way (“**Utility Right of Way**”) over, under, across and through the Adjacent City Parcel as legally described and depicted on Exhibit “B” attached hereto and incorporated herein by this reference, for the purpose of installing, maintaining, repairing, replacing and operating electrical and telephone wires, lines and cables (including, but not limited to fiber connectivity), conduit and related equipment and fixtures, together with related meters and transformers for the purpose of serving LICENSEE’s communications equipment located on the Property, including the right to change the size

and/or the capacity of same; provided, however, and notwithstanding anything to the contrary in this Agreement, all utilities installed by LICENSEE upon the Adjacent City Parcel shall be undergrounded to the extent feasible to do so.

In its use of the Adjacent City Parcel Property, LICENSEE shall be responsible for the repair/replacement of any trees or infrastructure that are damaged as a direct result of the act or omission of LICENSEE, its employees, agents or contractors, or any of them in the process of construction and/or maintenance work within the Utility Right of Way. If any such damage should occur, LICENSEE shall promptly repair same within thirty (30) days of receipt of CITY's written request accompanied by reasonable substantiation that LICENSEE is the direct cause of the damage. If the nature of the damage directly caused by LICENSEE is of such a nature that it may not be feasible to complete the repair within such thirty (30) day period, then LICENSEE shall have such additional time as LICENSEE may reasonably require to complete the repair provided that LICENSEE commences to cure the repair in good faith within thirty (30) days of receipt of Grantor's written request. Otherwise, LICENSEE shall not be obligated to perform any improvements, maintenance or repair work on the Adjacent City Parcel.

For a period of ninety (90) days following the start of construction of the installation and at any time during the Term when Licensee is undertaking upgrades, maintenance or repairs to its equipment installed in the Utility Right of Way, CITY grants to LICENSEE, its employees, agents and contractors a license coupled with an interest to use such portions of the Adjacent City Parcel as may reasonably be required during the performance of such work. Such license coupled with an interest shall include ingress and egress from the nearest public right of way over and across the Adjacent City Parcel, as well as temporary parking of trucks and staging of equipment in the overflow dirt parking lot to the south of the softball fields adjacent to McClaren Drive to safely perform the work for which such parking and staging is reasonably required.

B. Access Right of Way. A non-exclusive five foot (5') wide right-of way for access ("**Access Right of Way**") over, across and through the Adjacent City Parcel in the as legally described and depicted on Exhibit "B" attached hereto and incorporated herein by this reference (for the use by LICENSEE, its employees, agents, contractors and other authorized representatives) 24 hours a day, 7 days a week for pedestrian and vehicular ingress and egress to and from the Utility Right of Way.

CITY covenants and agrees that it shall not use, or allow the Adjacent City Parcel to be used in any manner which materially and adversely interferes with the Utility Right of Way or the Access Right of Way granted to LICENSEE hereunder.

In consideration of CITY granting the Utility Right of Way and the Access Right of Way to LICENSEE, LICENSEE shall making a one-time payment in the amount of Eleven Thousand Eight Hundred Dollars (\$11,800) within forty-five (45) days from the Effective Date of this First Amendment.

In connection with future modifications or material alterations to the communications equipment on the Property for which a permit from the CITY is required to undertake the modification or material alteration, CITY shall have the right to charge to LICENSEE a reasonable administrative fee directly related to CITY's actual costs of CITY personnel reviewing and approving the modifications or materials modifications and inspecting the work which is the subject of the applicable CITY permit, provided that the administrative fee shall not exceed Five Thousand Dollars (\$5,000) per application requested by LICENSEE for the future modifications or material alterations. LICENSEE shall pay such administrative fee within thirty (30) days following LICENSEE's receipt of CITY's invoice accompanied by reasonable supporting substantiation of the actual costs incurred by CITY."

[SPACE INTENTIONALLY LEFT BLANK]

2. Amendment of Section 17, Insurance. Section 17, Insurance of the Agreement is hereby deleted in its entirety and replaced with the following:

“17. Insurance. LICENSEE 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, including contractual liability coverage	\$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

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

b. Additional Insureds. LICENSEE shall also provide evidence showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers’ Compensation. The additional insured coverage under the LICENSEE’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.

c. Cancellation/Modification. LICENSEE shall provide thirty (30) days written notice to CITY prior to cancellation 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. LICENSEE agrees to endeavor to include in its contracts with all subcontractors while working hereunder 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, LICENSEE shall require its subcontractors to agree to be bound to LICENSEE and CITY in

the same manner and to the same extent as LICENSEE is bound to CITY under this Agreement. Additionally, LICENSEE 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 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.

g. Waiver of Subrogation. LICENSEE hereby agrees to waive subrogation which any insurer of LICENSEE may acquire from LICENSEE 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 include a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by LICENSEE, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve LICENSEE 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.

[SPACE INTENTIONALLY LEFT BLANK]

3. **Amendment of Section 18, Indemnification.** Section 18, Indemnification of the Agreement is hereby deleted in its entirety, and replaced with the following:

“18. Indemnification. To the fullest extent allowed by law, LICENSEE 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 LICENSEE'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 active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

LICENSEE'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. **Amendment of Section 21, Notices.** Section 21, Notices of the Agreement is hereby deleted in its entirety, and replaced with the following:

“21. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to CITY:	City of Roseville Attn: Tara Gee, Sr. Landscape Architect 311 Vernon Street Roseville, CA 95678-2649
If to LICENSEE:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: Cell Site #:CNU1769 Cell Site Name: Kirby Way and Rock Ridge (CA) Search Ring Name: Kirby Way and Rock Ridge Fixed Asset No: 10067275 575 Morosgo Drive NE Suite 13-F, West Tower Atlanta, GA 30324

With a required copy concurrently to:

New Cingular Wireless PCS, LLC
AT&T Legal Department – Network Operations
Attn: Network Counsel
Re: Cell Site # CNU1769
Cell Site Name: Kirby Way and Rock Ridge (CA)
Search Ring Name: Kirby Way and Rock Ridge
Fixed Asset Number: 10067275
208 S. Akard Street
Dallas, TX 75202”

5. **Ratification.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to 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 _____, 2016, and LICENSEE has caused this First Amendment to Agreement to be executed as of the date set forth below the signature of LICENSEE.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY OF ROSEVILLE,
a municipal corporation

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

BY: _____
Rob Jensen
City Manager

BY: AT&T Mobility Corporation

ITS: Manager

BY: _____
Michael Guilford
Director

ITS: _____

DATE: _____, 2016
Construction & Engineering
2/29/2016

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
HONG SAE
Chief Information Officer

EXHIBIT "A"

"Adjacent City Parcel"

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, CALIFORNIA.

EXCEPTING THEREFROM THE MINERAL DEPOSITS IN THE LANDS SO PATENTED, AND TO IT, OR PERSONS AUTHORIZED BY IT, THE RIGHT TO PROSPECT, MINE AND REMOVE SUCH DEPOSITS FROM THE SAME UNDER APPLICABLE LAW, AS RESERVED BY THE UNITED STATES OF AMERICA IN PATENT RECORDED MARCH 24, 1967 IN BOOK 1147 PAGE 668 OFFICIAL RECORDS.

APN: 469-020-004-510

EXHIBIT "B"

Legal Description & Depiction of Utility Right of Way and Access Right of Way

THAT PORTION OF LAND IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 10 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, BEING A STRIP OF LAND 5.00 FEET WIDE LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

STRIP 1:

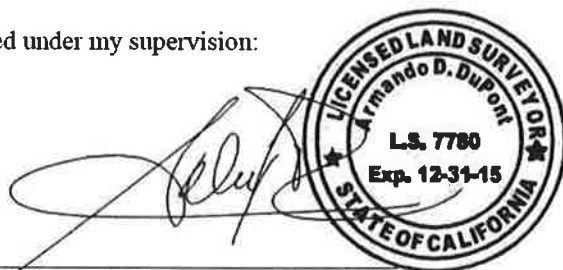
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4, SAID POINT ALSO BEING ON THE WESTERLY PROLONGATION OF THE SOUTH LINE OF MC LAREN DRIVE; THENCE N00°57'56"W, ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 540.41 FEET; THENCE N89°02'04"E, 100.00 FEET TO THE POINT OF BEGINNING; THENCE N88°23'32"W, 24.12 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" THENCE N88°23'32"W, 8.52 FEET TO THE END OF SAID STRIP

STRIP 2:

BEGINNING AT POINT "A" THENCE S17°58'40"W, 31.28 FEET; THENCE SOUTH, 14.88 FEET; THENCE S10°40'24"W, 23.83 FEET; THENCE S09°06'30"E, 24.02 FEET; THENCE S19°48'56"E, 33.56 FEET; THENCE SOUTH, 26.53 FEET; THENCE S60°00'00"W, 6.56 FEET; THENCE S02°33'03"E, 64.51 FEET; S05°15'26"W, 67.25 FEET; THENCE S10°39'46"E, 78.24 FEET; S02°48'13"E, 125.38 FEET; THENCE N89°42'34"E, 976.45 FEET; THENCE N41°39'42"E, 11.58 FEET; THENCE N86°00'42"E, 40.94 FEET TO THE END OF SAID STRIP.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Prepared under my supervision:



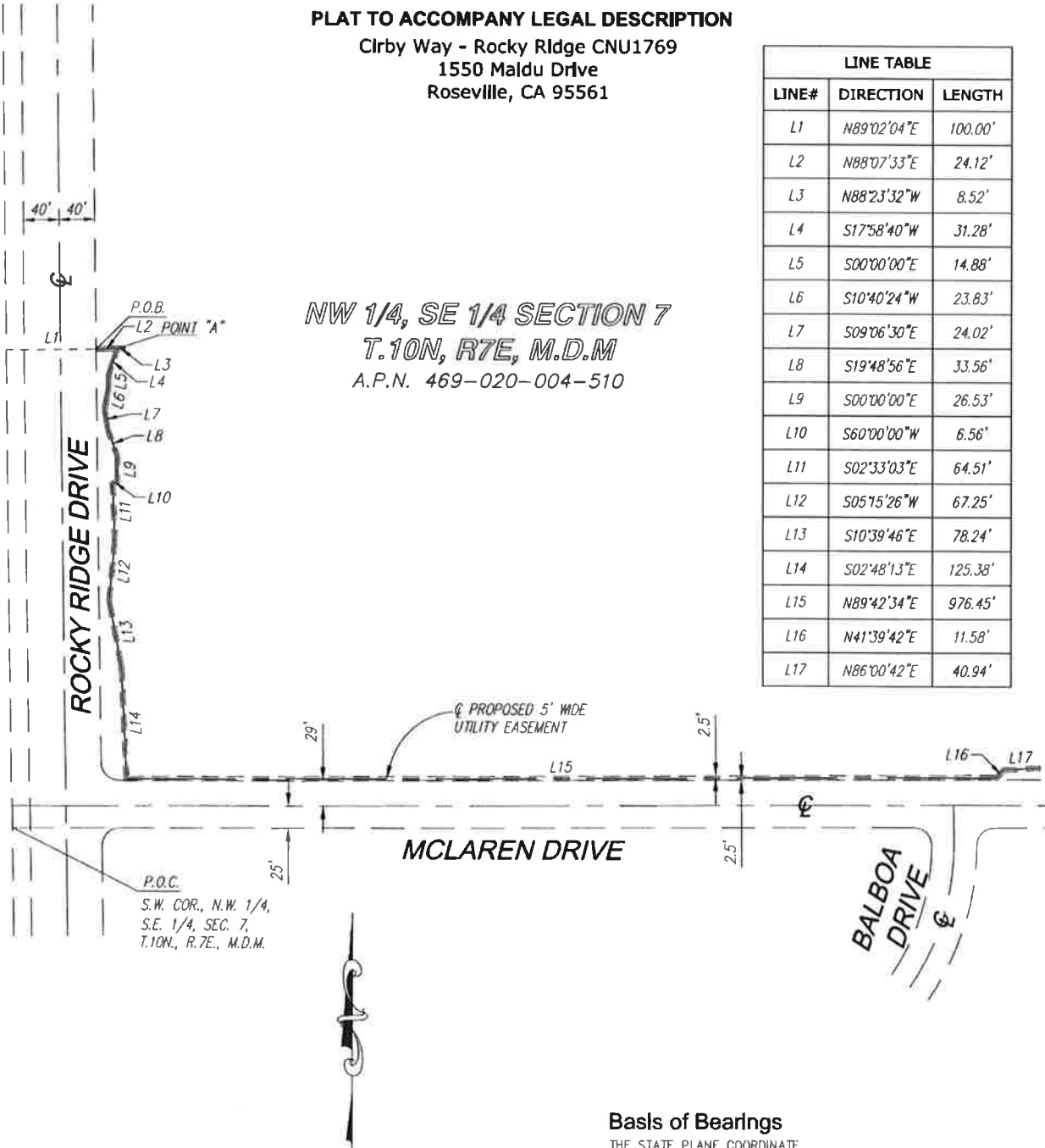
Armando D. DuPont, L.S. 7780
My Registration Expires 12/31/15

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

Clrby Way - Rocky Ridge CNU1769
1550 Maldu Drive
Roseville, CA 95561

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N89°02'04"E	100.00'
L2	N88°07'33"E	24.12'
L3	N88°23'32"W	8.52'
L4	S17°58'40"W	31.28'
L5	S00°00'00"E	14.88'
L6	S10°40'24"W	23.83'
L7	S09°06'30"E	24.02'
L8	S19°48'56"E	33.56'
L9	S00°00'00"E	26.53'
L10	S60°00'00"W	6.56'
L11	S02°33'03"E	64.51'
L12	S05°15'26"W	67.25'
L13	S10°39'46"E	78.24'
L14	S02°48'13"E	125.38'
L15	N89°42'34"E	976.45'
L16	N41°39'42"E	11.58'
L17	N86°00'42"E	40.94'



SCALE: 1"= 150'

Basis of Bearings

THE STATE PLANE COORDINATE
SYSTEM OF 1983 (NAD 83),
CALIFORNIA ZONE 2



COUNCIL COMMUNICATION

CC #: 7815

File #: 0721

Title: Roseville Transit and South Placer Transit Information Center - Amended Agreements

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

Meeting Date: 7/6/2016

Item #: 6.23.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the following amendments to two separate agreements with MV Transportation, and adopt the attached Resolution authorizing the City Manager to execute said amendments:

- Sixth Amendment with MV Transportation for the continued operation of Roseville Transit for another year; and
- Second Amendment with MV Transportation for the continued operation of the South Placer Transit Information Center for another year.

BACKGROUND

Roseville Transit Agreement

On June 17, 2009 the City Council approved the Agreement between the City and MV Transportation for the management and operation of transit services of Roseville Transit. The Agreement was a five-year agreement and expired as of June 30, 2014. The Agreement provided the City options to extend the services provided by MV Transportation for as many as three (3) periods, one-year each. The price terms of the extension are also specified in the Agreement in stating that extensions, if selected, would increase price at a rate of 90% of the Consumer Price Index (CPI) for the State of California for the most recent calendar year.

The Second Amendment to the Agreement incorporated the operation of the South Placer County Transit Information Center by MV Transportation. The Third Amendment clarified that MV would enter into a separate agreement with the advertising contractor to address delivery by MV of buses to the area where advertising wraps would be applied or removed by the contractor. The Fourth Amendment to the Agreement extended the term through Fiscal Year 2015 (FY15) and will expire June 30, 2015. The Fourth Amendment also incorporated changes recommended by the Federal Transit Administration (FTA) to separately contract the services for the South Placer Transit Information Center. The Fifth Amendment to the Agreement extended the term through

Fiscal Year 2016 (FY16), with fixed and hourly rates consistent with the rate increase methodology as contained in the Agreement.

At this time the Sixth Amendment to the Agreement is recommended to execute the third and final one-year contract extension. The fixed and hourly rates for the coming fiscal year (FY17) will not exceed the calculation method specified above. The updated pricing is also included in the FY17 budget for the Alternative Transportation Division.

South Placer Transit Information Center Agreement

Following a competitive bid process the City entered into a separate Agreement with MV Transportation effective August 20, 2014 to operate the South Placer Transit Information Center. As part of the proposal, fixed and hourly rates were provided for each optional one-year contract extensions. The First Amendment approved in July 2015 exercised the option to extend the term from July 1, 2015 through June 30, 2016.

The Second Amendment will extend the Agreement with MV Transportation for the second and final one-year extension, with fixed and hourly rates consistent with the Agreement to be effective July 1, 2016 through June 30, 2017 (FY17). Rates for FY17 are attached to the Second Amendment.

Staff is confident that MV Transportation will continue to provide a high level of technical expertise and management support combined with fair and reasonable pricing. This is based on comparing the transit operations and management services, including the South Placer Transit Information Center, with other rates in the region.

Both the transit operations and the South Placer Transit Information Center Agreements with MV Transportation will end effective June 30, 2017. Requests for Proposals will be released later this year, and the recommended agreements will be provided to the City Council for approval of new agreements to be effective July 1, 2017.

FISCAL IMPACT

All funding for local transit services is provided by local transportation funds, and State and Federal sources. Roseville Transit operations will have no impact to the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The recommended Amendments to the two Agreements with MV Transportation will generate wages and earnings hours for employees of MV Transportation at its Roseville site. The recently adopted FY17 budget for the Alternative Transportation Division includes costs for these two Amendments.

ENVIRONMENTAL REVIEW

The Amendments to the Agreements with MV Transportation are not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Eileen Bruggeman, Alternative Transportation Analyst

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution 16-294

Transit System Operations Agreement - 6th Amendment

Resolution No. 16-295

Call Center Agreement - Second Amendment

RESOLUTION NO. 16-294

APPROVING A SIXTH AMENDMENT TO AGREEMENT FOR CITY OF ROSEVILLE TRANSIT SYSTEM MANAGEMENT AND OPERATIONS SERVICES BETWEEN THE CITY OF ROSEVILLE AND MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Sixth Amendment to Agreement for City of Roseville Transit System Management and Operations Services, by and between the City of Roseville and MV Transportation, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SIXTH AMENDMENT TO
AGREEMENT FOR CITY OF ROSEVILLE TRANSIT SYSTEM
MANAGEMENT AND OPERATIONS SERVICES**

THIS SIXTH AMENDMENT TO AGREEMENT, is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and MV Transportation, Inc., a California corporation ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, CITY and CONTRACTOR previously entered into an Agreement for City of Roseville Transit System Management and Operations Services dated June 17, 2009 and amended on November 18, 2009, April 6, 2011, September 19, 2012, June 18, 2014, and July 15, 2015 ("AGREEMENT"); and

WHEREAS, CITY desires to amend the AGREEMENT to extend the term of the AGREEMENT by one year.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1 of Section 10 of the AGREEMENT is hereby amended to read as follows:

"Notwithstanding any provisions of this AGREEMENT to the contrary, CITY and CONTRACTOR mutually agree that CITY'S maximum cumulative obligation is limited to twenty-five million, one hundred sixty-eight thousand, five hundred forty-seven dollars and fifty-three cents (\$25,168,547.53) including amounts payable to CONTRACTOR for leases, materials, and costs arising from or due to, termination of this AGREEMENT. It is the intent of

the parties hereto that said maximum obligation shall be sufficient to compensate CONTRACTOR for services performed for five (5) years plus all three optional one (1) year terms.”

2. Section 12.1 of the AGREEMENT is hereby amended to add the following sentence:

“CITY exercises its third and final option to extend the term of this AGREEMENT for a one year period. Therefore, the term of the AGREEMENT is hereby extended to June 30, 2017.”

3. Exhibit “C” entitled “Fixed Hourly and Monthly Rates” shall be replaced with a revised Exhibit “C,” entitled “FY2017 Fixed Hourly and Monthly rates,” attached hereto and incorporated herein by this reference.

4. 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 Sixth Amendment to 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 CONTRACTOR has caused this Sixth Amendment to Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a

MV TRANSPORTATION, INC., a

municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RHON HERNDON
Public Works Director

California corporation

BY: _____

its: Kevin A. Klika - COO/President

and

BY: _____
Robert A. Pagorek

its: Chief Financial Officer

EXHIBIT “C”

AMENDMENT No. 6

REVISED EXHIBIT 'C'

FY2017 Fixed Hourly and Monthly rates

ROSEVILLE TRANSIT

ANNUAL MAX.

Fixed Driver Hourly Rate: \$35.16 per hour X 62,000 vrh = \$2,179,920.00

Fixed Monthly Rate: \$135,191.22 per month X 12 = \$1,622,294.64

Fixed Rate Shelter Cleaning: \$299.43 per shelter cleaned = \$ 29,943.00
(Maximum 100 bus shelters)

Fixed Route On-Time Performance: \$1,057.04 per month = \$ 12,684.48

One-Time Payment for \$10 million in
Excess Auto Liability Insurance Coverage: \$ 3,920.64

MAXIMUM ANNUAL COSTS: \$3,848,762.76

RESOLUTION NO. 16-295

APPROVING A SECOND AMENDMENT TO AGREEMENT FOR OPERATION OF THE SOUTH PLACER TRANSIT INFORMATION CALL CENTER BETWEEN THE CITY OF ROSEVILLE AND MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Second Amendment to Agreement for Operation of the South Placer Transit Information Call Center, by and between the City of Roseville and MV Transportation, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO AGREEMENT FOR OPERATION OF THE
SOUTH PLACER TRANSIT INFORMATION CALL CENTER**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20 __, by and between the City of Roseville, a municipal corporation ("CITY"), and MV Transportation, Inc., a California corporation ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, CITY and CONTRACTOR previously entered into an Agreement for management and operation of the South Placer Transit Call Center dated August 20, 2014 and amended on July 15, 2015 ("AGREEMENT"); and

WHEREAS, CITY desires to amend the AGREEMENT to extend the term of the AGREEMENT by one year.

NOW, THEREFORE, the parties agree as follows:

1. Section 21 of the AGREEMENT is hereby amended to add the following sentence:

"CITY exercises its second and final option to extend the term of this AGREEMENT for a one year period. Therefore, the term of the AGREEMENT is hereby extended to June 30, 2017."

2. Section 2 of the AGREEMENT is hereby amended to read as follows:

"Compensation. For its services provided hereunder, CONTRACTOR shall be compensated two hundred seventy-three thousand, two hundred thirty-two dollars and twenty-eight cents (\$273,232.28) as described in EXHIBIT "1" to the Second Amendment to AGREEMENT, attached hereto and incorporated herein by this reference. This brings the total not to exceed contract amount to seven hundred fifty-eight thousand, one hundred eighty-six dollars and ninety-six cents (\$758,186.96)."

CONTRACTOR shall submit monthly invoices for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed. Payments during the fiscal year 2016/17 will conform to the rates as indicated in EXHIBIT "1" of the Second Amendment to AGREEMENT."

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

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RHON HERNDON
Public Works Director

MV TRANSPORTATION, INC., a
California corporation

BY: _____
its: Kevin A. Klika - COO/President

and

BY: _____
its: Robert A. Pagorek CFO

EXHIBIT “1”

Agreement for the Operation of the South Placer Transit Information Call Center

AMENDMENT #2

Proposal Form C – Price Proposal, Optional Year FY16/17 Rates

ANNUAL MAX.

Fixed Monthly Rate: $\$3,148.68 \times 12 \text{ months} = \$ 37,784.16$

Lead Reservationist Hourly Rate: $\$26.651 \times 2080 \text{ hr} = \$ 55,434.08$

Reservationist Hourly Rate: $\$24.714 \times 6000 \text{ hr} = \$ 148,284.00$

Trapeze Cost: $\$2,644.17 \times 12 \text{ months} = \underline{\underline{\$ 31,730.04}}$

TOTAL ANNUAL MAXIMUM FY16/17 = $\$ 273,232.28$



COUNCIL COMMUNICATION

CC #: 7792

File #: 0721

Title: Amtrak Station Bike Lockers - Purchasing, Hosting, and Operations Agreement

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

Meeting Date: 7/6/2016

Item #: 6.24.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the agreement with the Capitol Corridor Joint Powers Agency for Purchasing, Hosting, and Operations of Electronic Bicycle Lockers, and adopt the resolution authorizing the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The City of Roseville owns the property at 201 Pacific Street that is used for the Amtrak Multi-modal Station. Agencies that use the station for transit-related services include Roseville Transit, Capitol Corridor Joint Powers Agency (CCJPA), Amtrak, and Greyhound Bus Lines. CCJPA has received a grant to install electronic bike lockers at each of the stations at which its commuter trains stop. For Roseville, CCJPA is proposing to install one "quad" ELock bike locker that holds up to four bicycles. The ELock bike lockers will be solar powered and will not require an electrical connection. The ELock bike lockers would be placed on an existing concrete pad that is currently occupied by four City-owned non-electronic bike lockers. Since many transit customers choose to ride their bikes to transit on a less than daily basis, this means that four electronic bike lockers would serve more than four users. In contrast, each of the existing non-electronic bike lockers is assigned to an individual who has a key for exclusive use of one of the four bike lockers when bicycling to/from the station. Given existing and anticipated future demand for bike parking at the Amtrak Station, staff supports replacing the existing non-electronic bicycle lockers with the ELock lockers because they will serve a greater number of persons who choose to ride a bicycle, which is a more efficient use of the bike parking space. The existing City-owned bike lockers will be moved to an alternative location, likely in the vicinity of the Civic Center, to facilitate bicycle commuting for Downtown employees. The agreement stipulates that CCJPA will reimburse the City up to \$1,000 for the cost associated with moving the existing bike lockers. Staff anticipates that the cost of moving the lockers will be less than \$1,000. ELock bike lockers are available on a first-come first-serve basis to users who have an electronic card key. This card key may be used at any ELock location in the region, including existing City-owned ELock bike lockers at the Saugstad, Mahany and Taylor Road/Sunsplash park-n-ride lots. The nominal cost for use of the bike lockers (\$0.05 per hour) is less than the cost of driving to the transit station. The bike lockers

shelter contents from debris, sun and rain, but their transparent sides permit visual inspection of interior contents. The proposed project is consistent with the Roseville Bicycle Master Plan and Short Range Transit Plan goal of improving bicycle accessibility.

FISCAL IMPACT

Per the agreement, CCJPA will be responsible for all costs associated with purchasing, installing and operating the electronic bike lockers.

ECONOMIC DEVELOPMENT / JOBS CREATED

This project is not anticipated to create any new jobs.

ENVIRONMENTAL REVIEW

The proposed project involves the construction of a limited number of small facilities. This activity is categorically exempt from CEQA as a Class 3 Exemption (State CEQA Guidelines Section 15303). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Michael Dour, Alternative Transportation Analyst

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-276

Agreement

RESOLUTION NO. 16-276

APPROVING AN AGREEMENT FOR PURCHASING, HOSTING AND OPERATIONS OF ELECTRONIC BICYCLE LOCKERS, BY AND BETWEEN CAPITOL CORRIDOR JOINT POWERS AGENCY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Purchasing, Hosting and Operations of Electronic Bicycle Lockers at the Amtrak / Capitol Corridor station located at 201 Pacific Street, Roseville, California, by and between Capitol Corridor Joint Powers Agency and the City of Roseville, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR PURCHASING, HOSTING, AND OPERATIONS OF ELECTRONIC BICYCLE LOCKERS

This **Agreement For Purchasing, Hosting, and Operations Of Electronic Bicycle Lockers** ("Agreement") is made by and between **CAPITOL CORRIDOR JOINT POWERS AGENCY**, a California state-supported regional intercity passenger rail agency ("CCJPA"), and **CITY OF ROSEVILLE**, a municipal entity ("City"), collectively the "Parties".

Recitals

WHEREAS, the California State Transportation Agency ("CalSTA") has awarded CCJPA grants for the purchase and operation of electronic bicycle lockers at Capitol Corridor stations; and

WHEREAS, CCJPA wishes to purchase, install, and operate electronic bicycle lockers at the Amtrak/Capitol Corridor station located at 201 Pacific Street, Roseville, California ("Host Site"); and

WHEREAS, the aforementioned "Host Site" is owned and is wholly within the jurisdiction of City; and

WHEREAS, CCJPA is willing to purchase the electronic bicycle lockers and is willing to install, maintain, and operate the electronic bicycle lockers at the Amtrak/Capitol Corridor station; and

WHEREAS, the public interest will be served by this Agreement;

NOW therefore, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. Term

- 1.1. This Agreement shall commence on the Effective Date and continue for a period of ten (10) years, unless terminated earlier as provided herein.

2. Purchase and Installation

- 2.1. CCJPA agrees to purchase four (4) electronic bicycle lockers, or one (1) electronic bicycle locker quad, by July 31, 2016. The bicycle lockers shall be of the model, size, and color described in **Exhibit A**, attached hereto and incorporated herein.
- 2.2. CCJPA agrees to reimburse the City for the removal of existing bicycle lockers at or near the Host Site, not to exceed a total of \$1,000.

- 2.3. On or before December 31, 2016, CCJPA shall cause the bicycle lockers to be installed at the Host Site.
- 2.4. The Parties agree and acknowledge at all times the bicycle lockers are and remain the sole property of CCJPA.

3. Operations and Maintenance

- 3.1. CCJPA will perform day to day operations and maintenance of the bicycle lockers. CCJPA may contract with a third party to provide operations and maintenance services. CCJPA will pay for all costs of operations and maintenance.
- 3.2. If any bicycle locker is damaged, destroyed, or defaced, upon notice from City to CCJPA, CCJPA will, at CCJPA's discretion and at CCJPA's sole cost and with no expense to City, commence significant maintenance or total replacement. If damage was due to City's actions, City shall be responsible for the cost of significant maintenance or total replacement.

4. General

- 4.1. City shall not assign this Agreement without prior written consent of CCJPA, which consent may be withheld by CCJPA in its sole and reasonable discretion.
- 4.2. Each Party shall defend, indemnify, and hold the other Party, its officers, officials, contractors, agents and employees harmless from any and all claims, injuries, damages, losses or suits arising out of or in connection with the indemnifying Party's performance of this Agreement, except for injuries or damages caused by the sole active negligence of the indemnifying Party. In the event of liability for damages caused by or resulting from the concurrent negligence of the Parties, their officers, officials, contractors, agents or employees, each Party's liability hereunder shall be only to the extent of that Party's negligence.
- 4.3. CCJPA acknowledges that it has authority to enter into and fulfill the obligations described in this Agreement via existing relationship with the National Railroad Passenger Corporation, or Amtrak, who is the lessee of the station property. City acknowledges that in reliance upon the representations described in this paragraph, City has entered into this Agreement with CCJPA.
- 4.4. Parties agree that no waiver of any condition or covenant in this Agreement, or any breach thereof, shall be taken to constitute a waiver of any subsequent breach.

- 4.5. Failure of either Party to perform its obligations under this Agreement shall constitute a default. The party who is not in default may notify the defaulting Party and demand a cure to the default, which shall be cured within thirty (30) days. Failure of the defaulting Party to cure or commence a cure to the default within this period shall be a breach of this Agreement and shall constitute cause to allow the non-defaulting Party to terminate this Agreement.
- a. The Party in default shall, at its own cost and with no expense to the non-defaulting Party, remove the bicycle lockers and restore the Host Site to its previous condition. The defaulting Party shall be responsible for any outstanding cost of ownership and maintenance of the bicycle lockers.
- 4.6. This Agreement may be terminated by either Party for convenience with thirty (30) days' written notice.
- a. In the event CCJPA terminates this Agreement, one of the following options shall be exercised:
 - i. CCJPA may, at its sole discretion and at its own cost with no expense to City, remove the bicycle lockers. If this option is exercised CCJPA shall pay the City \$1,000 for the costs associated with replacing the lockers. Disposition of the contents of the bicycle lockers will be the responsibility of CCJPA; or
 - ii. If agreeable to both parties, the bicycle lockers may remain in place, with the City assuming ownership and responsibility for maintenance, servicing and operating the lockers. If this option is exercised and a service and operations plan for the lockers is not in effect, will be expiring within two years of date of transfer, or is in effect and not expiring within two years but is not transferable to the City, then CCJPA shall pay the City \$1,000 for short term costs associated with maintaining, servicing and operating the lockers.
 - b. In the event City terminates this Agreement, City shall, at its own cost and with no expense to CCJPA, remove the bicycle lockers and return the Host Site to its original condition. Custody of the bicycle lockers will be taken by the CCJPA at a time deemed mutually agreeable by the parties but within ten (10) business days from the date of removal. Disposition of the contents of the bicycle locker will be the responsibility of the City.
- 4.7. Any written notice required or permitted to be given herein shall be made by registered or certified U.S. Mail, or by personal delivery to the receiving Party at the following addresses, or to such other addresses as

either Party may from time to time designate in writing, during normal business hours:

City of Roseville Rhon Herndon Public Works Director City of Roseville 311 Vernon Street Roseville, CA 95678 Phone: (916) 774-5331	CCJPA: Shirley Qian Capitol Corridor Joint Powers Authority 300 Lakeside Drive, 14 th Floor East Oakland, CA 94612 Phone: (510) 464-6994
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Notices sent by mail shall be deemed given on the date of the postmark affixed by the United States Post Office. Notices served by personal delivery shall be effective on the date of service.

- 4.8. The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the extent possible.
- 4.9. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.
- 4.10. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which said party may be entitled. The exclusive venue for any legal action taken pursuant to this Agreement shall be the United States District Court for the Northern District of California.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed this ____ day of _____, 2016.

CITY OF ROSEVILLE

CAPITOL CORRIDOR JOINT
POWERS AUTHORITY

BY: _____
City of Roseville
City Manager

BY: 
David B. Kutrosky
Managing Director

Date: _____

Date: May 11, 2016

Approved As To Form:

Approved As To Form:

BY: _____
City of Roseville
City Attorney

BY: 
Byron Toma
CCJPA General Counsel

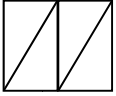
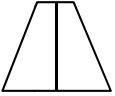
Date: _____

Date: May 10, 2016

EXHIBIT “A”

BikeLink™ G5 eLocker™ Technical Features & Specifications

Locker Types

 Quad eLocker 4 spaces, 2 Controllers <i>Most popular and cost effective.</i>	 Wedge eLocker 2 spaces, 1 Controller <i>For corners and to maximize visibility and traffic flow.</i>	 Double eLocker 2 spaces, 2 Controllers <i>For sites with limited clearance. Cannot be grouped.</i>
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Standard eLocker Configurations

- Modular design and replaceable components for ease of maintenance, lower lifecycle costs, and upgradability.
- High quality materials, design, and attention to aesthetics.
- Three year limited Warranty. Service & Operations Plan options.
- 304 stainless steel exterior frame and perforated 304 stainless steel doors and side panels with bike graphic perforation pattern.
- Ultra-low power electronic controllers with ISO-7816 compliant smart card readers (ready for ISO-14443 contactless RFID/NFC card reader, magnetic stripe card reader, and LAN/WAN wireless networking upgrades).
- Motor-driven 3000 lb test latch system.
- Translucent blue FRP roof.
- On-site post-installation orientation.
- BikeLink™ software license.
- Free technical support for the life of the product.



Details

Electronic Controller Housing



- 304 series 16 gage stainless steel.
- ¼" thick UV and abrasion protected polycarbonate windows.
- No exposed edges to pry against.
- Removable for maintenance and battery or latch assembly replacement.
- Housing held in place by recessed high-security mechanical lock.
- High contrast, wide temperature 128x64 graphic LCD user interface display with backlight for nighttime operation.

Exterior Frame & Doors



- Exterior Frame and doors: Stainless steel with #4 finish (standard, other finishes available)
- Interior Frame Components: 16 and 18 gage G90 galvanized steel.
- No externally removable screw fasteners.
- ¼" on 3/8" perforation pattern provides exceptional security resistance and for visibility of contents for security monitoring and rental rules enforcement.
- Door recessed and extra thick for pry resistance.
- Full length pry guard / door handle.
- Door braced for additional security and out-of-plane stiffness to ensure consistent latching.
- Lockers designed to be installed plumb and level for consistent automatic door opening action.
- Debris skirts & door flaps prevent intrusion and entrapment of wind-blown debris.
- FRP roofs meet stringent Transit Agency fire resistance requirements, resist very high impact, UV and cutting, yet let light in so locker contents remain visible at a distance.
- Roof sloped to shed rain and deter repose.

Exterior Side Panels



- Standard Exterior Panels are 18 gage 304 stainless steel with 1/4" on 3/8" staggered round hole perforation pattern with bike graphic.
- Custom exterior panel options are available, such as bike images created with perforation patterns, or clear polycarbonate for advertising.
- Visibility of contents for security and enforcement. Also makes it easy to see which spaces are available.

Interior Divider Panels

- 3/8" on 1/2" round hole perforated interior divider panels.
- Proven security characteristics and excellent visibility for security and rules enforcement.



Locking & Latching System

- Patented "always locked" logic means door is secured even when locker is empty and available for parking or bike return. This deters misuse as shelter or for storage of inappropriate items.
- Motor-driven latch release mechanism for low power consumption and reliable operation even if batteries are low.
- 3000 lb pull-out test automotive grade latch mechanism.
- Latch can be released from inside locker without using a card or key ("panic release").

Optional Vehicle Presence Sensing (VPS) Hardware (for Bike Share operating mode)

- Optional low profile self-adhesive metal-mount 900MHz passive tag mounts on bicycle frame and can be read within locker, but not outside of locker by optional VPS reader that mounts on interior divider panels.

Power Supply

- Each controller is individually powered, so any power supply failure affects a maximum of two parking spaces.
- Power management logic is designed to work with both a "primary" and "backup" power source to maximize reliability and optimize battery replacement field service operations.
- Three power supply options: 1) Solar/low self-discharge NiMH with alkaline backup, 2) Alkaline with alkaline backup, or 3) AC power with low self-discharge NiMH battery backup. Lithium backup battery option for locations requiring operation below -18 C.

User Access and Interface



- In Parking mode, pre-pay parking interface shows how long a user intends to park and reinforces the user's understanding of the lockers as a shared resource.
- Park, retrieve or rent a bike in 15 seconds or less.
- Contact-type (ISO-7816 compliant) on-demand smart card access.
- Electronic controller/reader is upgradable to read contactless (ISO-14443A/B compliant) devices with AES encryption.
- Electronic controller/reader is upgradable to read magnetic stripe cards.
- User access devices distributed via bikelink.org (888) 540-0546 24/7 and local retail vendors.
- Online or telephone purchase of add value.
- No card needed to access user information screens describing rentals rates and policies, how to get access, how to use the system, emergency contact phone numbers, etc.
- Electronic controller/reader is upgradable to provide 128-bit AES-encrypted local area network (LAN) communication, and SSL-secured wide area network (WAN) communication with the internet (via cellular, wifi, or direct wired connection). LAN/WAN upgrade provides many valuable administrative, user, and owner benefits.

BikeLink System General

- BikeLink™ system administration services, owner and user web tools, 24/7 user and owner telephone support are all included with Software License (these services are covered by card sales revenue, no ongoing cost to owner).
- BikeLink is an inter-owner open-access system; cardholders can access any BikeLink™ facility.

User Web Resources

- Purchase, activate, or add value to card.
- Login to update contact information.
- FAQs.
- Facility locations and card retail vendor search tool.
- Location-sensing map with option to show nearby bike paths and amenities.
- How-to videos.
- Cardholder Agreement.

User Telephone Support Resources

- Operators can sell, activate, or add value to card.
- Operators answer questions about the system, including how/where to get access.
- On-call technicians are available to support our call center staff 24/7 to help with difficult questions, malfunctions, remote release of bike for lost cards, etc.

On-site Administration Tools

- Smart Manager Card provides access to rental settings, date & time setting, battery levels, rental history, ability to switch between pay-for-parking and automated bike rental modes, start or end rentals, open doors, and other features.
- Mechanical Service Key for general maintenance, battery replacement, and mechanical latch override.

Resources & Software Tools for Facility Owners

- Individual controllers or locations may be access-restricted at any time so that an owner-controlled access code is required to access designated lockers.³
- Web-based customizable usage data plotting and downloading tools.
- Cardholder address geocoding and mapping.
- Outreach flier samples and templates in .ai format.
- BikeLink equipment product manuals.
- Promotional program sales tracking tools.
- Cardholder information search by card number or name.
- Deployed equipment records by location.

BikeLink System Administration Web Tools

- Call Center operator scripts.
- Comprehensive problem report and resolution tracking system.
- Service-in-progress and service records tracking system with ability to link service reports to problem reports facilitates coordination of eLock engineers and regional field technicians.
- Cardholder information database tools.
- Email and snail mail address verification tools.
- Card vendor inventory and order tracking tools.
- Detailed deployed equipment records by location.
- Detailed transaction history by user or controller.
- “Paddle” administration device for efficient firmware release management, data collection and uploading, settings and information screen changes. PC and web software for both tethered and un-tethered paddle modes.

Installation and Relocation

- Installation by eLock technicians is strongly recommended. Installation by others requires training or supervision by eLock technicians to ensure proper mechanical, electronic, and software operation.
- Adjacent units can be tightly connected to each other.
- Concrete slab recommended. Contact eLock if you are considering installing on asphalt.
- Individual Quad, Wedge, or Double locker units can accommodate up to 2.5% slope while remaining plumb and level to provide for reliable and user-friendly door operation. Optional steep-slope base for slopes up to 5.2%.
- Full-perimeter wind-driven debris blocking system conforms to ground slope even when lockers are set plumb and level.
- Wheel-jack connections are built into locker frame for easy relocation.

Equipment Maintenance

- Electromechanical components are not Owner serviceable.
- Installations that are distant from our home office are not a problem. We have a very successful training, oversight, and support system for local field technicians.
- Our proactive service, enforcement, and extended warranty plans are recommended to minimize lifecycle costs and ensure maximum level of service for cyclists.

³ Access restriction feature permits up to 4 restricted zones accessible to only a subset of cardholders. This feature is best deployed after cards are distributed and need for restriction is verified.
Contact us at (510) 549-2853 or sales@elocktech.com

Sample On-Demand Electronic Bike Locker Specifications

High Level Locker Functions:

- Lockers shall provide access for one bike per point of entry into locker.
- Lockers shall be of adequate size to hold an adult-sized standard or mountain-style bike, as well as accessories such as a helmet or cycling shoes.
- Lockers shall be capable of storing a bike up to 50 pounds in weight without damage or failure due to bike leaning against the locker from the inside.
- Lockers shall be structurally sufficient to withstand abuses such as kicking, hitting, and being stood or jumped upon.
- Lockers shall have modular subassemblies and be repairable without replacing an entire locker should an accident or vandalism incident occur.
- Lockers shall provide stored contents shelter from debris and rain.
- Lockers shall be capable of withstanding exterior weather for the approximate 25-year life-cycle of the locker enclosure.
- Lockers shall minimize costs of power supply replacement and maintenance.
- Lockers shall provide flexibility by having electronics ready to accommodate alternative access technologies, including but not limited to phone, text/SMS, mag stripe credit cards, NFC cell phones, contactless regional transit cards, or other access devices.
- Lockers shall be capable of completely stand-alone functionality for normal rental transaction functions without any wired or wireless communication or power supply connections.
- Lockers shall provide high durability and vandalism resistance, and minimum maintenance of electronic interface hardware and components.

High Level Software and Electronics System Functions:

- The System shall enable 24-hour on-demand user access to secure bicycle parking and rental.
- The System shall log all rental transactions, and link access device transactions to a specific user and facility Owner.
- The System shall enable multiple location secure bicycle parking and rental, such that a single smartcard access device can be used at multiple locations and multiple facility owners.
- The System shall enable System Administrators to permanently disable a renting smartcard access device when that device's rental is in violation of the terms of service.
- The System shall be capable of upgrade to enable System Administrators to remotely monitor and manage Lockers via the internet.
- The Parking mode shall restrict access for each space to only one user at a time. When Locker space is occupied by a user, only the same user or a System Administrator shall be able to open the locker to retrieve its contents.
- The System shall permit rental of one bike or parking space at a time per access device.
- The Bike Share mode shall verify the specific bike rented is returned and secured before closing the rental transaction and releasing credit card deposit.
- The Bike Share mode shall permit return of a bike to a different locker or location from which it was rented.
- The System shall be capable of upgrade to wireless internet connectivity to allow users to check current parking space or rental bike availability online, make reservations, and find out where they are currently parked.
- The System shall provide a secured web-based central repository for usage, service, and monitoring records, as well as usage data plotting and analysis and user support tools.
- The System shall provide 24/7 email and telephone user support including daytime technical support, and round-the-clock basic and emergency support for registered users.
- The System shall provide 24/7 phone and web-based smartcard access device and add-value vending.
- The System shall provide universal User Agreement coverage to all system Owners.
- The System shall provide for access restriction so that Owners are able to limit access to their facilities to a subset of smartcard access device holders.
- The system shall be capable different rental rates by time of day, day of week, or holidays, as well as dynamic bike share pricing to facilitate redistribution of bicycles.

General:

- 4-space "Quad" rectangular locker configuration: Each locker shall provide individual storage for 4 bicycles in separate locked compartments.

- 2-space "Wedge" locker configuration: Each locker shall provide individual storage for 2 bicycles in separate locked compartments and shall be capable of being a stand-alone unit, or arranged adjacent to other Quad, Double, or Wedge units to achieve desired grouped configurations, including a full "round" comprising 16 individual spaces.
- 2-space "Double" rectangular locker configuration: Each locker shall provide individual storage for 2 bicycles in separate locked compartments.
- Each locker shall have at least one smart card reader per pair of adjacent doors.
- Each smart card reader shall have a dynamic display of real time rental status and usage rules.
- Lockers shall be of a modular design that allows for easy replacement of components such as doors, top and side panels, electronic controllers, and latching mechanisms.
- Locker battery power supplies shall use dual redundant battery packs, and advanced battery selection logic to allow run times over one year per pack under normal conditions. Packs shall utilize readily available Alkaline, Lithium, or NiMh cells that are easily replaced and cost-effective to maintain.
- Alternate power supply configurations shall include [hard-wired 120VAC with alkaline battery backup] [hard-wired 277VAC with alkaline battery backup] [hard-wired 12VDC with alkaline battery backup] [dual redundant alkaline battery packs with advanced pack selection logic to deplete the primary pack before switching to the reserve pack, warn users of a depleted pack, and refuse rentals when both packs have been depleted], or [Solar power with rechargeable low self-discharge NiMh and alkaline battery backup].
- Lockers shall be capable of operation in temperatures ranging from 0-110°F.
- Lockers shall be capable of operating in exposed conditions and in coastal marine environments.
- Lockers shall restrict the entry of wind-blown debris around their full perimeter.
- Lockers shall have adjustable system for anchoring and leveling on site with adjustment range of up to 3.0% slope.
- Lockers shall provide access for easy removal or cut-off of installed anchors, to facilitate Locker relocation.
- Four-space Lockers shall be of an aspect ratio which resists lifting and tipping, and shall be capable of operating when unanchored.
- Lockers shall be capable of being installed on concrete substrates.
- Lockers shall provide standard externally mounted number plates made of a durable, weather resistant material, and shall include electronically coded controller, location, and Owner ID numbers which are logged on every transaction.
- Lockers shall have no exposed fasteners that would enable locker disassembly from the outside.
- Locker shall have external finishes which facilitate the removal of graffiti.

Locker Materials:

- Locker doors shall be fabricated from 16-gage 304 stainless steel fully perforated with a ¼-inch on 3/8-inch staggered, round-hole pattern. Doors shall have interior reinforcement to reduce warping increase out-of-plane stiffness. Doors shall be at least 1.5" thick to resist prying attacks.
- No portion of door shall displace more than 0.4" when subjected to prying at any location on the door using a 30 lb force on a 36" pry bar with a 1" fulcrum.
- Exterior Locker frame components shall be precision manufactured sheet steel of no less than 16-gage 304 stainless steel.
- Locker roofs shall be high-durability FRP with additives for fire resistance, and shall use a UV-resistant resin. Locker roofs shall have at least 20% translucency to aid in visibility of contents.
- Locker roofs shall be crowned to enable proper water run-off, and roof system shall be capable of resisting the dropping of a 200lb load from 12 inches without any permanent buckling, cracking, or deformation of the roof or other locker components.
- Locker sides and doors shall be capable of resisting the impact of a 100lb pendulum swinging from a height of 5 inches above the impact point without any permanent buckling, cracking, or deformation of the doors, side panels, or other locker components.
- The latching device shall be capable of resisting a 3000lb pull-out force, such as during an attempt to pry the door open.
- Locker interior divider panels shall be G90 hot-dipped galvanized material with 50-70% open area.
- Locker exterior side panels shall be ¼-inch on 3/8-inch staggered, round-hole, fully perforated panels of no less than 18-gauge 304 stainless steel.
- Locker materials shall allow maximum visual transparency for ease of locker inspection.
- User interface display and solar windows shall be protected by 1/4" thick polycarbonate with abrasion and UV resistance properties, "Makrolon 15" or equal.

Finish:

- External locker hardware (such as nuts, bolts, and latches) shall be 18-8 stainless steel, or better.

- Internal locker hardware (such as nuts, bolts, and latches) shall be zinc plated steel, or better.
- The door hinge shall be a full height piano style hinge made from 304 stainless steel.
- Exterior Locker frame components shall be #4 finish 304 stainless steel. Alternate finish options shall include [Tiger Drylac Series 38 super-durable TGIC polyester powdercoat, prepared and applied per manufacturer's specifications for maximum performance] [G90 base with Tnemec Epoxyline Primer and EnduraShield II Topcoat].
- Interior Locker components shall be G90 hot-dipped galvanized steel or better.

Parking and Bike Share User Interface:

- Locker electronic controllers shall be equipped with an easily read, tamper-resistant user interface that provides users with vital locker information such as current rental state, rates, and where to obtain an access device.
- Provide authorized user access to bicycle or parking space within 15 seconds from initiation of transaction.
- User interface display shall be graphic LCD type, capable of operating in wide temperature range (-20°C/-4°F to 70°C/158°F).
- User interface display shall be readable in bright sunlight, and have a backlight for low light and full darkness readability.
- Locker electronic controllers shall be capable of displaying user-specific information such as value remaining on access device, access device rental state, and if an access device has been blocked.
- Interface shall include on-screen instructions, and in-context warnings.
- In bike share mode, presence of bike shall be confirmed using vehicle presence sensing hardware before rental transaction may be closed out.
- In bike share mode, user shall be able to flag bike for repair.

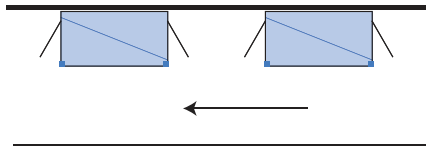
Locking System and Smartcard Access:

- Lockers shall be equipped with electronic latch and controller systems. Locker controllers shall be ISO-7816 smartcard accessible, and ISO 14443 smart card, and/or magnetic stripe card upgradable. A clearly defined reader and web system upgrade path for integration with regional ISO-14443 compliant transit cards shall be provided.
- Any available locker space must be accessible by a valid smartcard.
- Locker spaces must remain secure while in the 'available' mode, meaning the locker is closed and cannot be opened by anyone except a holder of a valid smartcard.
- Locker spaces must remain dedicated while in a 'secured' mode, meaning the locker is closed, secure, and cannot be opened by any user except the authorized user who initially engaged the latch in the 'secured' mode.
- Smart cards shall be electronically tagged with their current renting status, and shall not be capable of renting more than one locker space or bicycle at the same time.
- Lockers shall be capable of being opened at any time, while in any mode, by a System Administrator.
- Lockers shall be capable of being field serviced and electronic components shall be easily removed by maintenance staff, with a mechanical key, from the outside of the locker without damaging the locker components, locker, or internal wiring.
- Locker shall be accessible to service personnel regardless of whether or not the locker has power or functioning electronics.
- The system shall be capable of being manually opened from the outside of the locker by maintenance staff should power be cut to the locker, or should the electronic system malfunction for any reason.
- Each locker space shall have a secure internal panic release which can be operated by an individual locked inside.

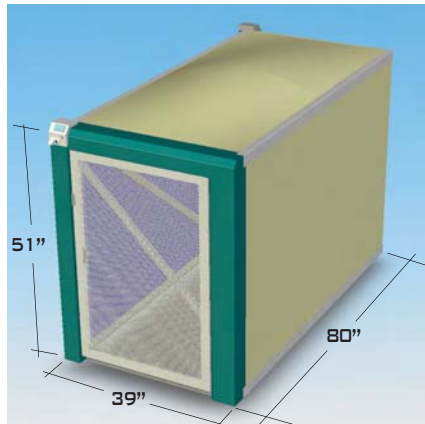
eLocker™ Configuration Options

RECTANGULAR

2 SPACES, 2 ELECTRONIC CONTROLLERS
BEST FOR LIMITED CLEARANCE SITUATIONS

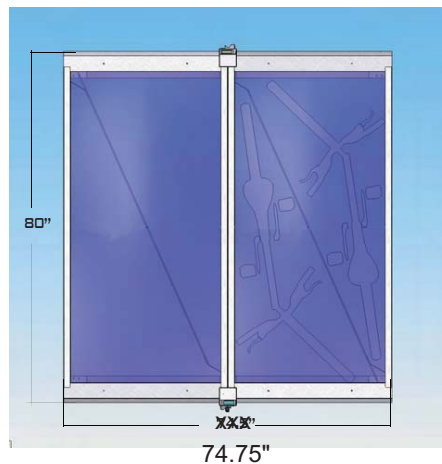
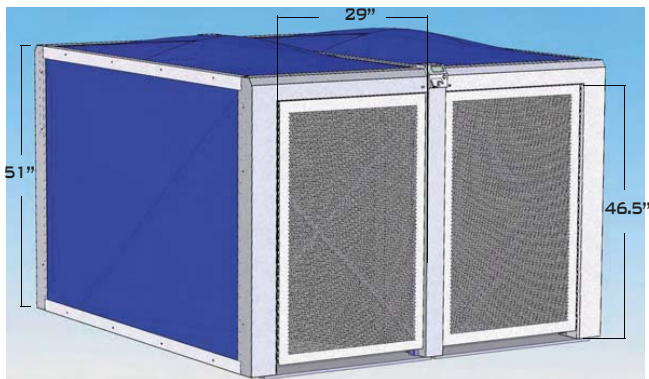


BOTH DOORS HINGE FROM SAME SIDE
TO MAKE GETTING YOUR BIKE IN AND OUT
EASIER WHEN LOCKER IS PLACED AGAINST A WALL.
NOT DESIGNED FOR GROUPING; USE ONLY AS STANDALONE
OR ON ONE END OF A GROUP OF QUADS.

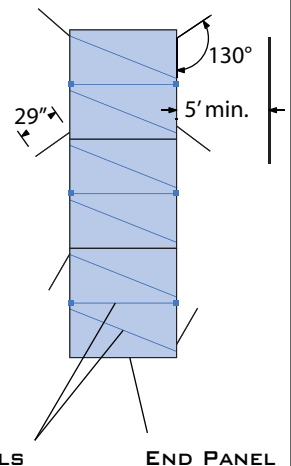


QUAD

4 SPACES, 2 ELECTRONIC CONTROLLERS
LOWEST COST PER SPACE



SAVE COSTS &
SIMPLIFY DIRECT
POWER SUPPLY BY
GROUPING QUADS.

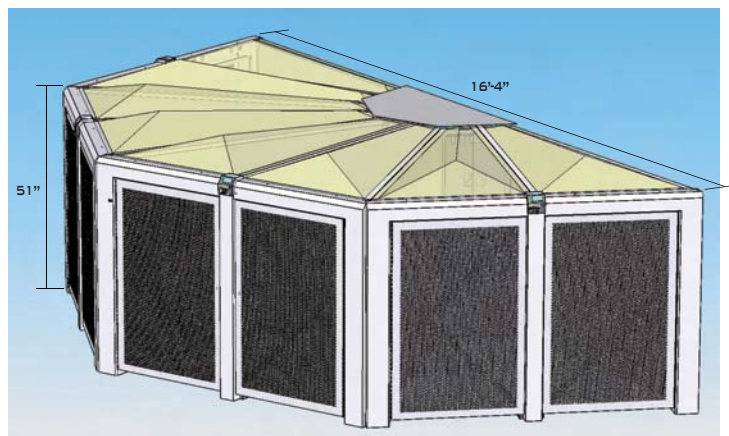
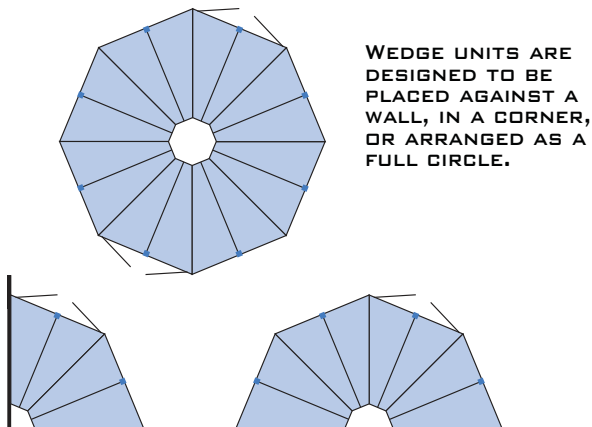


DIVIDER PANELS

END PANEL

WEDGE

EACH WEDGE HAS 2 SPACES SERVED BY 1 ELECTRONIC CONTROLLER
USE WHEN OPEN VISIBILITY AND FREE TRAFFIC FLOW ARE CRITICAL





COUNCIL COMMUNICATION

CC #: 7823
File #: 0800-02

Title: Water Conservation and Engagement Program - Professional Services Agreement Amendment
Contact: Jennifer Sbaffi 916-746-1707 jsbaffi@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.25.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve the second amendment to professional services agreement between the City of Roseville and WaterSmart Software Inc. in the amount of \$79,435.00 and adopt a resolution authorizing the City Manager to execute the Agreement.

BACKGROUND

WaterSmart Software is an informational program enabling participants to receive bi-monthly email (or printed) reports where they can view their actual water use and how they compare to previous years usage (see attached Exhibit A for an example). The report also contains water efficiency tips and program recommendations tailored to their needs. Those that elect to participate will have access to an interactive portal where they can view additional information about their water usage including interactive graphs displaying historical water use and a full list of the City's efficiency programs and water efficiency tips. In the portal, they can update their household information (# of family members, water upgrades completed, etc.)

The program has been in effect since February 2013 providing staff the opportunity to easily communicate specific messaging and provide customers with current and historical water usage patterns. This agreement is for a one year term.

FISCAL IMPACT

Funding in the amount of \$79,435.00 was included in the FY16/17 Water Efficiency budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Jennifer Sbaffi, Environmental Utilities Administrative Technician

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-301

2nd Amc to WaterSmart PSA

RESOLUTION NO. 16-301

APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND WATERSMART SOFTWARE, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a Second Amendment to Professional Services Agreement for the Water Conservation and Engagement Program, by and between the City of Roseville and WaterSmart Software, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

Project: Water Conservation and Engagement Program

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Roseville, a municipal corporation (“CITY”), and WaterSmart Software, Inc., a Delaware corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated March 19, 2014 and amended on March 18, 2015 (“Agreement”) regarding water conservation and engagement program including Home Water Reports, The Customer Portal, and the Utility Dashboard (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include an additional one (1) year term and additional services as described in CONSULTANT’s letter/proposal, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide the additional services as described in Exhibit “A” of this Second Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay seventy-nine thousand four hundred and thirty-five dollars (\$79,435.00), in consideration of the additional services as set forth in Exhibit "A" to the Second Amendment to Agreement. This brings the total not to exceed contract amount to two hundred thirty-three thousand, eight hundred seventy dollars (\$233,870.00)."

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Second Amendment to Agreement in duplicate by its 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 _____, 2016, and CONSULTANT has caused this Second Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

WATERSMART SOFTWARE INC., a
Delaware corporation

BY: _____
ROB JENSEN
City Manager

BY: Robin Gintz
its: CHIEF EXECUTIVE OFFICER

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: Robin Githers
its: PRESIDENT

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Richard D. Plecker
RICHARD D. PLECKER
Director of Environmental Utilities

EXHIBIT "A"



Extension of Services Agreement

WaterSmart Software, Inc. ("WaterSmart") and the City of Roseville ("Utility") would like to confirm an extension of their Services Agreement originally dated March 19, 2014 and previously extended on March 18, 2015 (the "Agreement"). The current term of the Agreement ended on March 18, 2016. WaterSmart and Utility agree to extend the Agreement for an additional period, which will begin retroactive to the expiration of the current term and will end on March 18, 2017.

Unless otherwise specified herein, WaterSmart will provide the same services previously listed in Exhibit A, the Scope of Work, of the Agreement. Pricing for this extension term and any changes in scope are listed below. Current versions of Home Water Reports and other communications will be used, such as is shown in Attachment 1. All other terms and conditions previously agreed to in the Agreement, including insurance requirements and provisions, remain in force.

Changes in Scope:

Expansion of Portal Access

Currently the Customer Portal is available only to single-family residential (SFR) accounts. Portal access will be expanded to include non-residential accounts.

Portal Welcome Letter

A Portal Welcome letter, also known as a "portal nudge" will be sent to all non-SFR accounts – up to 1,500 accounts. The Portal nudge will inform non-SFR customers of their new portal eligibility and encourage them to register and explore their water use information. A sample portal nudge is shown in Appendix A, figure 1.

Other Changes

HWRs reports will be delivered via standard mail

UPDATED PROGRAM AT A GLANCE

Program Overview

- Program Length: 1 additional 12 month term
- Total Accounts:
 - 40,000 Single Family Residential (SFR) Accounts
 - 188 Multi-Family Residential (MFR) Accounts
 - 354 Commercial, Institutional and Industrial (CII) Accounts
 - 60 "Other" Accounts
 - 755 Unclassified Non-Residential Accounts

- Participants: Rolling Enrollment
- Meter Data: AMI (includes interval consumption data on Portal and Alerts)
 - X AMR/Other
 - X Rolling Reads

The Water Reports will no longer feature the social comparison and will instead focus on customer's historic use. A sample is shown in Appendix A, **Figure 2**

Dashboard and Portal

- Customer Portal:
 - Access for all accounts (SFR, MFR and CII)
- Utility Dashboard: Profiles for all accounts (SFR, MFR and CII)

Home Water Reports

- Deliver up to 19,500 single family residential (SFR) accounts for each mailing
- Home Water Report Frequency: HWRs will be sent six (6) times during the one-year program. WaterSmart will endeavor to send HWRs in each of the following months: March, May, July, September, November and January
- Residential control group: 700 accounts

X Rolling Enrollment

Portal Welcome Letter

- Sent to up to 1,500 non-SFR accounts with Portal access to provide Portal login

Special Circumstances:

X None

As specified below

New WaterSmart Functionality

WaterSmart is continuously updating and expanding its product functionality and support. These new features are typically included within the existing scope of services, as they are developed. Some of the new products and functionality developed in 2015 and currently being utilized by the Utility, as well as new features projected in the near future are described below:

Expansion of Non-SFR Functionality and Products

Analytics, including consumption analytics, drought restriction and tier consumption has expanded beyond SFR to include all meter classes. Utilities can now view charts and reports that show data in aggregate and by meter class.

Engagement products, including Water Reports and portal data and recommendations have also expanded to address the needs of non-SFR customers.

Live Chat Support

WATERSMART.COM

WaterSmart introduced a new utility support function that allows the utility to communicate with WaterSmart customer support staff in real time directly from the Dashboard.

Notifications

WaterSmart has expanded its leak alerting capabilities beyond email to include voice and SMS formats and is currently developing threshold alert capabilities. A threshold alert is a user-defined alert, set based on a volumetric threshold, notifying them through the medium of their choosing -- email, voice or SMS. The alerts will be available for all meter types and for both AMI and non-AMI meters. Support for daily threshold notifications will be available for AMI meters.

Linked Accounts

WaterSmart has developed a feature that enables managers of multiple accounts (such as a landlord that owns multiple properties or a commercial account with multiple meters) to view and manage all of their accounts together. This 'Linked Account' or 'group' feature allows account managers to create a single login to the WaterSmart portal for multiple related accounts. If several people manage those accounts, they can share a login so all managers can monitor water use by these accounts. Accounts can similarly be linked in the Dashboard.

Bulk Mailings

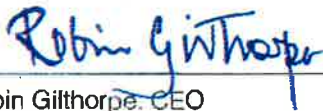
WaterSmart is developing the capacity to send bulk emails directly from the Dashboard. Currently emails can be sent directly to a single customer from the Dashboard; sending to a group (for ex. customers with large leaks) is a multi-step process external to the Dashboard.

The pricing and invoicing schedule for services during this extension term are shown below in Table 1.

Table 1: Fee and Invoicing Schedule

Program Feature	Description	Fee	Invoicing schedule
Services Fee For 12 Month Extension Term	Access to Utility Analytics Dashboard and Customer Portal, Delivery of Water Reports throughout Program, and Support & Customer Service	\$79,435	Upon Agreement Signing
Total Fee		\$79,435	

IT IS SO AGREED



Robin Gilthorpe, CEO
WATERSMART SOFTWARE, INC.
Date:

Ray Kerridge, City Manager
City of Roseville
Date:

Appendix A:

Figure 1: Sample Print Portal Nudge



WaterInsight Program
2005 Hilltop Cir
Roseville CA 95747

SERVICE ADDRESS: [REDACTED]
ACCOUNT NUMBER: [REDACTED]



VIEW YOUR WATER USE
roseville.ca.us/waterinsight

☎ 916.774.5761 ✉ waterinsight@roseville.ca.us



WELCOME
TO THE WATERINSIGHT PROGRAM

Dear Rebecca,

The City of Roseville is excited to introduce you to the WaterInsight Program. This free service is part of our commitment to provide you with the best tools to manage your water use and your bill. I encourage you to get started today by logging on to the WaterInsight Portal.

Sincerely,

VIEW YOUR USE ONLINE

roseville.ca.us/waterinsight

Account Number: [REDACTED]

Zip Code: [REDACTED]

Your average water use from Dec 9–Jan 8:

145 gallons per day

WHAT YOU'LL GET

You'll receive Home Water Reports and access to the WaterInsight Portal.



How you compare See how your water use compares to similar homes.



Ways to save Get personalized, step-by-step actions.



News and events Stay up to date

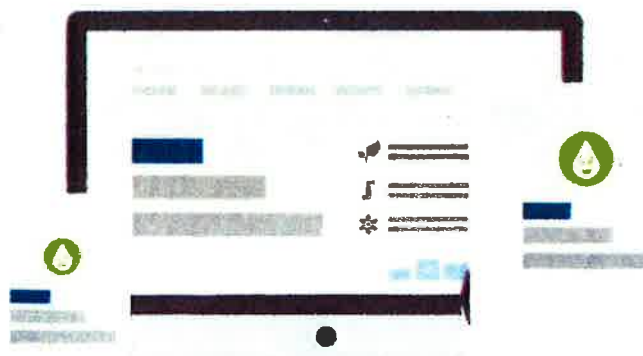


Figure 2: Sample Historical Use Water Report





COUNCIL COMMUNICATION

CC #: 7820
File #: 0800-02

Title: Wastewater Collection Projects - Cost Sharing Agreement
Contact: Chris Bracco 916-746-1892 cbracco@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.26.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council approve the attached Resolution authorizing the City Manager to sign the attached Cost Sharing Agreement with California Alliance for Sewer System Excellence.

BACKGROUND

The Wastewater Collection Division within the City's Environmental Utilities Department is a charter member of CASSE. This group of twenty-five sewer agencies throughout California was established in September 2011. CASSE was established to collaboratively create collection system "Best Practices", and share this information throughout the member agencies. In order to engage consultant assistance for projects benefitting all CASSE members, an agreement has been developed that defines agency cost share for potential contract project services. Project examples include compiling agency surveys to optimize business processes, safety benchmarking activities, and supporting legislative efforts that benefit collection agencies across California. As projects are developed, member agencies can decide whether or not to opt in as a participating agency, pursuant to certain procedures within the attached cost sharing agreement. As CASSE works to develop these projects, anticipated costs may be incurred for consulting services, administration and publication. Based on the City's collection system size and full participation, our share under the cost share agreement would be 3.77% of the estimated total project cost should we decide to participate in a particular project.

FISCAL IMPACT

The City's anticipated costs for FY 15/16 as a participating agency paying the 3.77% share under the cost share agreement, will be a maximum per project cost of \$6,000. It is anticipated that one or two projects per year will be active. Funding will be from the Wastewater Collection operation budget, 08432-5100.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed actions have been determined to be exempt from the California Environmental Quality Act (CEQA) per Sections 15061 (b)(3) because it can be seen with certainty that the proposed project will have no significant effect on the environment.

Respectfully Submitted,

Chris Bracco, Wastewater Collection Superintendent

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution 16-299

Cost Sharing Agreement

RESOLUTION NO. 16-299

APPROVING A COST-SHARING AGREEMENT WITH MEMBER AGENCIES OF THE CALIFORNIA ALLIANCE FOR SEWER SYSTEM EXCELLENCE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Cost-Sharing Agreement with Member Agencies of the California Alliance for Sewer System Excellence (“CASSE”), to define agency cost share for potential contract project services, 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

SACRAMENTO AREA SEWER DISTRICT

**COST-SHARING REIMBURSEMENT AGREEMENT
WITH MEMBER AGENCIES OF
THE CALIFORNIA ALLIANCE FOR SEWER SYSTEM EXCELLENCE**

THIS AGREEMENT is made and entered into on this _____ day of _____, 2016 by and between signatory members of the CALIFORNIA ALLIANCE FOR SEWER SYSTEM EXCELLENCE (“CASSE”), a California inter-municipal wastewater collection alliance, (collectively “AGENCIES” or “PARTIES,” individually “AGENCY” or “PARTY”).

RECITALS

WHEREAS, CASSE was formed to supply expertise and facilitate collaboration to improve the efficiency of California wastewater collection utilities, as well as collaborate on projects of mutual interest, share information for the protection of water quality, and improve wastewater collection and conveyance system maintenance and operation; and

WHEREAS, wastewater collection utilities desiring to join CASSE as member agencies must meet membership criteria to obtain membership privileges; and

WHEREAS, the AGENCIES desire to implement a contract administration service as part of CASSE membership privileges for AGENCY collaboration on projects of mutual interest and benefit; and

WHEREAS, the SACRAMENTO AREA SEWER DISTRICT, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 (“SASD”) offers to lead, facilitate, and administer solicitation, acquisition, and financing efforts for consulting service projects that may benefit AGENCIES; and

WHEREAS, AGENCIES agree that funding for projects of mutual interest and the associated contract administration service should be equitably shared by the AGENCIES choosing to participate on a project (“PARTICIPATING AGENCIES”); and

WHEREAS, the AGENCIES desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the AGENCIES agree as follows:

1. PURPOSE

SASD will provide administrative services on behalf of AGENCIES, and AGENCIES may participate in mutual interest projects as described in Exhibit A, which is attached hereto and incorporated herein.

2. TERM

This Agreement shall be effective and commence as of the date first written above, and shall end on June 30, 2020.

3. NOTICE

Any notice, demand, request, consent, or approval that any party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO SASD:

Sacramento Area Sewer District
8521 Laguna Station Rd.
Elk Grove, CA 95758
Attn: Contracts Payment Desk

TO NON-SASD AGENCIES:

SEE CONTACT INFORMATION
FOUND ON SIGNATURE PAGES

Any party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

5. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products obtained through projects managed pursuant to this Agreement shall be the exclusive property of SASD and each project's respective PARTICIPATING AGENCIES. AGENCIES not participating in a project will have no rights in the development of the project's work product or deliverables. PARTICIPATING AGENCIES may retain copies thereof for their files and internal use, and may share these copies with other AGENCIES who did not participate. Publication, by any AGENCY, for monetary gain of any information directly derived from work performed pursuant to this Agreement must first be mutually approved in writing by the project's PARTICIPATING AGENCIES.

6. INSURANCE

Each AGENCY, at its sole cost and expense, shall carry insurance--or self-insure --its activities in connection with this Agreement, and obtain, keep in force, and maintain insurance or equivalent programs of self-insurance for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

7. INDEMNIFICATION

To the fullest extent permitted by law, each of the AGENCIES shall indemnify, defend, and hold harmless each of the other AGENCIES, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees resulting from injuries to or death of persons, including but not limited to employees of either AGENCY hereto, and damage to or destruction of property, or loss of use thereof, including but not limited to the property of any AGENCY hereto, arising out of, pertaining to, or resulting from the alleged or actual negligent acts or omissions of the respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors of the indemnifying AGENCY.

It is the intention of the AGENCIES that the provisions of this indemnity be interpreted to impose on each AGENCY responsibility to the other for the negligent acts and omissions of their governing boards, officers, directors, officials, employees, volunteers, agents, or contractors. It is also the intention of the AGENCIES that where comparative fault is determined to have been contributory principles of comparative fault will be followed, and each AGENCY shall bear the proportionate cost of any Claims attributable to the fault of that AGENCY, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the AGENCIES.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

8. COST SHARING, COMPENSATION AND PAYMENT OF INVOICES

SASD will submit project reimbursement invoices on a quarterly basis and at the end of the project to PARTICIPATING AGENCIES according to the weighted cost sharing formula as described in Exhibit A. PARTICIPATING AGENCIES payments to SASD must be made within 90 days of invoice date. Compensation by each AGENCY per project shall be limited to the Per Project Maximum Payment Amount as set forth in Exhibit B, or Exhibit B as modified.

9. PROJECT PROPOSALS

SASD will circulate project proposals to the AGENCIES for review, discussion, and comment. AGENCIES interested in participating in a project will respond timely and comprehensively to project scope development. AGENCIES not interested in participating will indicate such at the earliest opportunity.

10. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by all AGENCIES. Modifications to an AGENCY'S Per Project Maximum Payment Amount as set forth in Exhibit B shall be valid if made in writing and signed by the AGENCY requesting the change and SASD. If such an amendment is made, an amended Exhibit B shall be provided to the PARTIES. Addition of a CASSE member as a party to this Agreement shall be valid if made in writing and signed by SASD and the joining CASSE member. Waiver by any party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

11. SUCCESSORS

This Agreement shall bind the successors of the AGENCIES in the same manner as if they were expressly named.

12. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by all PARTIES, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for any one party on the basis that another party prepared it.

13. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the PARTIES shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, AGENCIES shall continue without delay to carry out all their responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. SASD shall not be required to make payments for any services that are the subject of a dispute resolution process until such dispute has been mutually resolved by the PARTIES. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the PARTIES in writing, any PARTY may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

14. TERMINATION

- A. Any AGENCY may terminate their participation in this Agreement without cause upon fifteen (15) days written notice to the other PARTIES. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by SASD to any AGENCY and it is later determined that the AGENCY was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. Any AGENCY may terminate or amend their participation in this Agreement immediately upon giving written notice to the AGENCIES, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to SASD is suspended or delayed;

2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in the AGENCY 'S yearly proposed and/or final budget are not appropriated for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by the AGENCY as a result of mid-year budget reductions.

- C. If this Agreement is terminated by SASD or any AGENCY under paragraph (A) or (B) above SASD shall not incur any expenses relating to the terminating AGENCY under this Agreement after notice of termination and shall cancel any outstanding expenses and obligations to a third party attributable to the terminating AGENCY that SASD can legally cancel.
- D. If this Agreement is terminated under paragraphs (A) or (B), above, SASD shall be reimbursed for authorized and approved services performed prior to the termination date in accordance with the provisions of the Cost Sharing, Compensation and Payment of Invoices provision of this Agreement.

15. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

16. FORCE MAJEURE

No AGENCY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such PARTY. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government (excepting acts of the PARTIES to this Agreement), fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of any PARTY or third parties (except as otherwise specifically provided herein).

17. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

18. DUPLICATE COUNTERPARTS

This Agreement may be executed in multiple counterparts. The Agreement shall be deemed executed when it has been signed by all AGENCIES. Any CASSE members that desire to opt in as participants to this AGREEMENT may do so in the future by:

- Obtaining concurrence of SASD representative
- Providing SASD a resolution of the AGENCY'S governing body authorizing inclusion to this Agreement
- Signature to this AGREEMENT by an authorized representative of the AGENCY

19. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the PARTIES to this Agreement. Each PARTY represents and warrants to the other that the execution and delivery of the Agreement and the performance of such PARTY'S obligations hereunder have been duly authorized.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be duly executed as of the day and year first written above.

SACRAMENTO AREA SEWER DISTRICT, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700

AGENCY, a California municipal wastewater collection agency

By: _____
Prabhakar Somavarapu, District Engineer

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Agreement Approved by the Board of Directors
with Authority Delegated to the District
Engineer to execute the Agreement on behalf of
SASD.

Agenda Date: _____

Item Number: _____

Resolution No.: _____

By: _____
Sarah Britton
District Counsel

Date: _____

Prepared by: _____
Katherine E. Manne, Senior Contract Services Officer
Internal Services Department
Sanitation Districts Agency
Phone: (916) 876-6074

**EXHIBIT A to
COST-SHARING REIMBURSEMENT AGREEMENT
WITH MEMBER AGENCIES OF
THE CALIFORNIA ALLIANCE FOR SEWER SYSTEM EXCELLENCE**

PROJECT ADMINISTRATION AND COST-SHARING APPROACH

- A. Initiation
1. Any AGENCY or group of AGENCIES can propose a project.
 2. AGENCIES prepare and submit a description of the proposed project and estimated costs to SASD.
 3. SASD reviews and circulates the project proposal to all AGENCIES for comment.
 4. Once comments to the project proposal are received and reviewed, SASD will assist the proposing AGENCY or group of AGENCIES with finalizing the project proposal and cost estimate.
- B. Approval and Funding
1. CASSE chairperson (CHAIR) will solicit AGENCIES to participate in the proposed project's cost-sharing by sending out the final project proposal and a letter of intent.
 2. All AGENCIES interested in being PARTICIPATING AGENCIES will have fifteen (15) business days to sign and return the Letter of Intent for project participation. The letter may only be signed by a representative of AGENCY authorized to do so.
 3. CHAIR will issue a final Cost Share Summary Sheet to each AGENCY returning a Letter of Intent indicating each interested AGENCY'S percentage of estimated costs. Funding percentages are based on methodology described in Exhibit C.
 4. Each interested AGENCY has fifteen (15) business days to sign the final Cost Share Summary Sheet ("Sheet") and return such to SASD. The Sheet may only be signed by a representative of AGENCY authorized to do so for the estimated cost share amount. SASD may request documents supporting the AGENCY representative's authority to commit such funds. The signed sheet commits each participating AGENCY to fund the indicated percentage of the total project costs, including administrative fees paid to SASD of three percent (3%) of the final project costs. Those AGENCIES executing the Cost Share Summary Sheet are known as PARTICIPATING AGENCIES.
 5. In the event an Agency terminates the agreement due to funding constraints as specified by Article 14 – Termination, Section A or B, the cost-sharing formula will be applied for re-distribution of un-invoiced costs to remaining Participating Agencies on any given project impacted by the termination.
 6. The project next moves to the Procurement Phase.

C. Procurement

1. PARTICIPATING AGENCIES assign a team to develop Request for Proposals (RFP). When using an existing contract the team negotiates the scope of work and fee with the consultant, and then the project moves to the Management Phase.
2. SASD releases the RFP once agreed upon by PARTICIPATING AGENCIES. Responses must be in electronic format so they can be reviewed remotely. The PARTICIPATING AGENCY team reviews proposals and selects a winning consultant.
3. PARTICIPATING AGENCIES negotiate a proposed contract with the consultant.
4. SASD secures SASD Board of Directors approval of consultant agreement.
5. The Project next moves to the Management Phase.

D. Management

1. As part of its contract administration duties, SASD will supply the Project Manager; other tasks may be assigned by other PARTICIPATING AGENCIES.
2. Project decisions will be made by the PARTICIPATING AGENCIES. SASD will then provide written direction to the Consultant.
3. Changes in scope of work, schedule, and cost will be agreed upon by the PARTICIPATING AGENCIES. Decision-making will be done by consensus when possible. If the PARTICIPATING AGENCIES are unable to come to consensus the decision will be made by majority vote.
4. SASD will pay Consultant invoices as required by the Consultant agreement.
5. SASD will prepare quarterly billing and invoice each PARTICIPATING AGENCY their fair share of project costs to date plus the administrative fee.
6. Upon project completion and receipt of final invoice from Consultant, SASD will prepare final billing and invoice each PARTICIPATING AGENCY any remaining fair share of project costs and the administrative fee.

E. Cost-sharing Methodology

1. PARTICIPATING AGENCIES are assigned points as follows:

Size	Micro	Small	Medium	Large	Mega
Miles of Pipe (including laterals)	0-19	20-199	200-999	1,000-2,999	≥ 3,000
Cost share points	1	10	60	200	500

2. The sum of all PARTICIPATING AGENCIES' points is totaled. Each PARTICIPATING AGENCY'S project cost share percentage is calculated by dividing that PARTICIPATING AGENCY'S points by the total number of points for all PARTICIPATING AGENCIES.

3. The same methodology is used to calculate each PARTICIPATING AGENCY'S share of the administrative fee. Please refer to Exhibit C for an example of the Project Cost Sharing Worksheet.

**EXHIBIT B to
COST-SHARING REIMBURSEMENT AGREEMENT
WITH MEMBER AGENCIES OF
THE CALIFORNIA ALLIANCE FOR SEWER SYSTEM EXCELLENCE**

PER PROJECT MAXIMUM PAYMENT AMOUNT

Except as otherwise provided herein, each AGENCY, utilizing the size category identified by calculating its miles of AGENCY pipe in Exhibit A , is authorized to sign and return a Letter of Intent and a Cost Share Summary Sheet, or amendments thereto, as a PARTICIPATING AGENCY for a project in an amount not to exceed:

Size	Per Project Maximum Payment Amount
Micro	\$1,000
Small	\$1,000
Medium	\$6,000
Large	\$20,000
Mega	\$50,000

**EXHIBIT C to
COST-SHARING REIMBURSEMENT AGREEMENT
WITH MEMBER AGENCIES OF
THE CALIFORNIA ALLIANCE FOR SEWER SYSTEM EXCELLENCE**

EXAMPLE PROJECT COST SHARING SHEET

Project Name:	Example 1	Admin fee %	3%
Estimated Project Cost:	\$ 95,000.00	Admin fee	\$ 2,850

	Size	Participant?		%	Cost Share		
CASSE Agencies	Factor	1=yes/0=no	Points	Share	Project	Admin	Total
Mega (>= 3,000 miles)	500						
Agency 1	500	1	500	31.43%	\$ 29,855	\$ 896	\$ 30,751
Agency 2	500	0	0	0.00%	\$ -	\$ -	\$ -
Agency 3	500	1	500	31.43%	\$ 29,855	\$ 896	\$ 30,751
Large (1,000-2,999 miles)	200						
Agency 4	200	0	0	0.00%	\$ -	\$ -	\$ -
Agency 5	200	0	0	0.00%	\$ -	\$ -	\$ -
Agency 6	200	0	0	0.00%	\$ -	\$ -	\$ -
Agency 7	200	1	200	12.57%	\$ 11,942	\$ 358	\$ 12,300
Agency 8	200	0	0	0.00%	\$ -	\$ -	\$ -
Agency 9	200	0	0	0.00%	\$ -	\$ -	\$ -
Agency 10	200	1	200	12.57%	\$ 11,942	\$ 358	\$ 12,300
Medium (200-999 miles)	60						
Agency 11	60	0	0	0.00%	\$ -	\$ -	\$ -
Agency 12	60	1	60	3.77%	\$ 3,583	\$ 107	\$ 3,690
Agency 13	60	0	0	0.00%	\$ -	\$ -	\$ -
Agency 14	60	0	0	0.00%	\$ -	\$ -	\$ -
Agency 15	60	0	0	0.00%	\$ -	\$ -	\$ -
Agency 16	60	1	60	3.77%	\$ 3,583	\$ 107	\$ 3,690
Agency 17	60	0	0	0.00%	\$ -	\$ -	\$ -
Agency 18	60	0	0	0.00%	\$ -	\$ -	\$ -
Agency 19	60	0	0	0.00%	\$ -	\$ -	\$ -
Agency 20	60	1	60	3.77%	\$ 3,583	\$ 107	\$ 3,690
Agency 21	60	0	0	0.00%	\$ -	\$ -	\$ -
Agency 22	60	0	0	0.00%	\$ -	\$ -	\$ -
Small (20-199 miles)	10						
Agency 23	10	0	0	0.00%	\$ -	\$ -	\$ -
Agency 24	10	1	10	0.63%	\$ 597	\$ 18	\$ 615
Micro (0-19 miles)	1						
Agency 25	1	1	1	0.06%	\$ 60	\$ 2	\$ 62
Totals			1591	100.00%	\$ 95,000	\$ 2,850	\$ 97,850



COUNCIL COMMUNICATION

CC #: 7812
File #: 0800-02

Title: On-Call Hydrologic Services - Professional Services Agreement
Contact: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.27.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve the Professional Services Agreement with GEI Consultants for On-Call Hydrologic Services in the amount of \$300,000, which includes Task Order 1 in the amount of \$52,500, and adopt a resolution authorizing the City Manager to execute the Agreement.

BACKGROUND

The City of Roseville's Environmental Utilities Department is in need of on-call hydrologic services to support a variety of professional services related to groundwater management, monitoring, and well water quality. For the past 9 years, GEI Consultants has been an integral part of the efforts studying the health of the groundwater resources in compliance with the Western Placer County Groundwater Management Plan in accordance with the California Groundwater Management Act, Assembly Bill 3030.

The intent of this agreement is to create an on-call services agreement for hydrologic support services. Attachment 1 includes a generalized scope of services envisioned under this agreement. The City will authorize Task Orders that define the work to be performed and associated costs as support service needs are identified. The agreement allows for services totaling up to \$300,000. The billing rate schedule for this agreement is included as Exhibit A to Attachment 1. Also included within Attachment 1 as Exhibit B is Task Order 1.

Task Order 1 is a scope of services to assist the City with destruction of three old and unused water supply wells. GEI Consultants will prepare well destruction plans and specifications to solicit bids from contractors, provide oversight during the well destruction, and prepare a summary report documenting the destructions. Task Order 1 is budgeted for a not-to-exceed cost of \$52,500.

FISCAL IMPACT

The agreement includes a total not-to-exceed services cost of \$300,000. Task Order 1 services are budgeted for a not-to-exceed cost of \$52,500. Funds for Task Order 1 services will be

provided from the Water Rehabilitation Fund. Funds for future task orders issued under this agreement are expected to be provided from one or more of the following sources; Water Rehabilitation Fund, Water Construction Fund, and the Water Operations Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

New jobs will not be directly created as a result of this action.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Jose Lopez, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-291

Professional Services Agreement

RESOLUTION NO. 16-291

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GEI CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding On Call Hydrologic Services, by and between the City of Roseville and GEI Consultants, Inc., has been reviewed by the City Council; and

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

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

Project: On Call Hydrologic Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and GEI Consultants,
Inc., a Massachusetts corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of “on call” hydrologic
services; and

WHEREAS, CONSULTANT has prepared a proposal dated March 9, 2016, 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. Due to the “on call” nature of the services to be performed, CONSULTANT shall
prepare written Task Orders upon request by CITY, where such Task Orders shall describe the
individual work to be performed and services to be provided by CONSULTANT. Any Task

Orders prepared by CONSULTANT shall be in writing and subject to prior written approval by CITY'S Environmental Utilities Director or designee.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the billing rate schedule as described in EXHIBIT "A." CONSULTANT'S scope of services shall be more particularly described in individual Task Orders. CONSULTANT'S Task Order 1 is attached to EXHIBIT "B" and shall not exceed fifty-two thousand, five-hundred dollars (\$52,500.00). Total overall compensation to CONSULTANT under this agreement for "on call" hydrologic services shall not exceed three-hundred thousand dollars (\$300,000.00).

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

3. Indemnification. To the fullest extent allowed by law, CONSULTANT 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, to the extent caused by 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's responsibility for such 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, and employees 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. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

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.
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

Richard D. Plecker, Environmental
Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Richard Shatz, Principal Hydrogeologist
GEI Consultants, Inc.
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670

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

BY: _____
ROB JENSEN
City Manager

ATTEST:

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

GEI CONSULTANTS, INC., a
Massachusetts corporation

BY: Mary W. Kall
its: CFO / TREASURER

and

BY: [Signature]
its: VICE PRESIDENT

EXHIBIT “A”



Geotechnical
Environmental
Water Resources
Ecological

March 9, 2016

Ms. Kelye McKinney, P.E.
Assistant Environmental Utilities Director
Environmental Utilities Department
2005 Hilltop Circle
Roseville, CA 95747

**Re: Proposed Scope of Work
On-Call Hydrological Services
Roseville, California**

Dear Ms. McKinney:

As requested GEI Consultants, Inc. (GEI) prepared the following Proposed Scope of Work and corresponding not-to-exceed budgetary cost to provide the City of Roseville (City) with "on-call" hydrologic services. The major work tasks contained in the Scope of Work are listed below:

- Well destruction planning, design and oversight
- Water supply well location siting, planning, design, construction and testing oversight
- Well facility planning, design and construction oversight
- Monitoring well location siting, planning, design and construction oversight
- Water quality sampling, laboratory analyses (performed by subcontracted laboratories) and analysis of results
- Assistance with implementation of the Sustainable Groundwater Management Act legislation
- Groundwater recharge assessments, investigation, planning, design and testing
- Technical assistance in expansion and operation of the City's Aquifer Storage and Recovery Program

- Assessment of groundwater contamination concentrations, extent, source identification and remedial activities
- Peer review of consultant reports
- Permitting and reporting assistance to comply with, including but not limited to, the State Water Resources Control Board and Regional Water Quality Control Board
- Provide analyses and support for Specific, General, and Urban Water Master Plans
- Groundwater and surface water interaction assessment, monitoring networks, and analyses
- Groundwater modeling support and development
- Documentation of the results, findings, conclusions and recommendation of our technical analyses for review and comment by City staff
- Attend meeting with, and/or make presentations as directed by the City
- Other assignments as requested by the City staff

GEI will provide these groundwater and surface water support services as requested by the City on a time and materials basis at the billing rates set forth in Exhibit A, with a not-to-be exceeded budget of \$300,000. This will provide the City with approximately 1,200 hours of available services. Exhibit A provides our 2016 Fee Schedule.

GEI specific scope of services will be defined in individual Task Orders subject to the written approval of the City. GEI's Task Order 1 is attached as Exhibit B.

Any additional services not included in the Scope of Work described herein will be performed only after receiving written authorization and a budget augmentation.

If you have any questions pertaining to this Scope of Work, please call Richard Shatz at 916-631-4566.

Sincerely,



Richard W. Shatz, CHG 84
Principal Hydrogeologist



Chris Petersen, C.HG. 463
Senior Hydrogeologist

Enclosures

Exhibit A: 2016 Fee Schedule and Payment Terms

Exhibit B: Task Order 1 – Well Destruction Oversight

J:\Roseville, City of\Proposals\Master Services Proposal\Roseville_On-Call Hydrologic Services_v1.doc

EXHIBIT A

FEE SCHEDULE AND PAYMENT TERMS



FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> \$ per hour
Staff Professional – Grade 1	\$ 107
Staff Professional – Grade 2	\$ 117
Project Professional – Grade 3	\$ 129
Project Professional – Grade 4	\$ 145
Senior Professional – Grade 5	\$ 171
Senior Professional – Grade 6	\$ 195
Senior Professional – Grade 7	\$ 231
Senior Consultant – Grade 8	\$ 259
Senior Consultant – Grade 9	\$ 320
Senior Principal – Grade 10	\$ 320

Senior CADD Drafter and Designer	\$ 129
CADD Drafter / Designer and Senior Technician	\$ 117
Technician, Word Processor, Administrative Staff	\$ 96
Office Aide	\$ 75

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

Billing Rates for Specialized Technical Computer Programs – Computer usage for specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

EXHIBIT “B”

EXHIBIT B

March 9, 2016

Mr. Jose Lopez, P.E., Senior Engineer
City of Roseville
Environmental Utilities Engineering
2005 Hilltop Circle
Roseville, CA 95747

**Re: Task Order #1
Well Destruction Oversight
Roseville, California**

Dear Mr. Lopez:

GEI Consultants, Inc. (GEI) has prepared this proposal to assist the City of Roseville (City) with destruction of three old and unused water supply wells (Wells 1, 2 and 3). Two of the wells (Wells 2 and 3) are near two potential contamination sources (former dry cleaners) and perchloroethylene (PCE) has historically been detected in water from these wells. GEI has prepared and submitted a Well Destruction Work Plan for these two wells (GEI, November 24, 2015). The City has forwarded this Work Plan to Central Valley Regional Water Quality Control Board (RWQCB) for comment and requested that they respond by the end of December. Thus far the RWQCB has not responded and if they do, it could affect our scope of work. The City has committed to the RWQCB to destroy the two wells. The City also has one additional old well (Well 1) that they would like to include in this well destruction project even though it is not part of the Work Plan submitted to the RWQCB. This proposal is for preparing well destruction plans and specifications to solicit bids from contractors for all three wells, to provide oversight during the well destructions, and to prepare a summary report documenting the destructions.

TASK 1: WELL DESTRUCTION BID PACKAGE

The purpose of this task is to prepare one bid package to destroy all three wells and pumping plant facilities. GEI will:

- Obtain paint samples from the building, above ground piping, and pump motor to have them analyzed for lead to identify any special destruction and disposal requirements. There is no insulation or floor tiles in the buildings which might contain asbestos and therefore no testing of materials for asbestos is planned.

- Attend a kick-off meeting to discuss project goals, schedule, milestones, criteria, standards, and coordination efforts.
- Prepare drawings showing the location of each well, a plan of each well site showing demolition and improvement requirements, and a sketch of the each well.
- Prepare specifications describing the general scope of work and detailed technical specifications for destruction of the well and demolition of the well site. Plans will reference City's Construction Standards for above-ground well site improvements.
- Prepare invitation to bid, bid schedule, and any specific conditions.
- Prepare Engineer's Opinion of Probable Construction Cost (EOPCC) for each well with a breakdown consistent with the bid schedule.
- Assemble a complete bid package.

Following compilation of the bid package the document will be provided to the City for review and comment. GEI will incorporate the comments into the document and provide the final document to the City to release and solicit bids.

GEI will assist the City during the bidding process by attending a pre-bid site visit to each of the wells and as necessary provide an addendum to clarify the work and respond to any bidder's questions. After the City has received the bids GEI will review them and provide a recommendation for award.

Assumptions: The City will release the bid documents and contract directly with a contractor. City will provide contract front end specifications (i.e. invitation to bid, agreement, general conditions etc.) City will coordinate with the power service provider for each well site for termination of service and removal of power service provider's meters, transformers and service wires. GEI will reference City's Construction Standards for above-ground site improvement work. City will provide parcel map showing property and easements for each well site in CADD.

Deliverables: Draft and Final Bid Documents, Draft and Final EOPCC.

TASK 2: WELL DESTRUCTION OVERSIGHT

The bid document will require the contractor to destroy the pump house, facilities, portions of the piping leading to the distribution system and the well, including proper disposal of the wastes. GEI will assist the City during the destruction at key periods. GEI will:

- Attend the well destruction kick-off meeting to review the bid document and work required, establish lines of communications, and schedule.

- GEI senior personnel will attend, as necessary, monthly management meetings arranged by the City during the well and facility destruction. We anticipate the work will require about 120 days to complete.
- Review contractor submittals including but not limited to video survey of the wells, blasting plans, concrete grout mixtures, water disposal manifests, and permits (road closure and well destruction).
- Observe contractor's activities during preparation for and during destruction of the wells for conformance with the specification and to address any unforeseen circumstances.
- Observe and test placement of soils into excavations for compaction (subcontracted to Geocon for two, one-half day visits per site to test soils, one visit for pipeline trench backfill and one during placement of fill in the building areas).
- Perform site walks with the City to develop a punch list to identify those components required by the contractor to complete the project.
- Review of contractor's invoices, for those activities when GEI personnel are present, and make recommendation to pay the contractor.

Assumptions: City personnel will handle daily site visits for worker documentation for prevailing wage compliance and for destruction progress. The City will provide construction inspection during destruction of underground piping, placement of plugs or flanges onto the distribution piping and for any concrete and asphalt repairs for sidewalks or roads. The City will arrange for removal of power to the sites in advance of the contract award to allow the work to proceed without delays.

Deliverables: Recommendations to accept submittals and payment of invoices.

TASK 3: WELL DESTRUCTION SUMMARY REPORT

Upon completion of the well and facility destructions GEI will prepare a brief technical memorandum (TM) describing the work performed, methods and required permits. We anticipate preparing a single destruction TM for each of the wells so that the City can release appropriate well destruction TMs to the RWQCB.

Assumptions: The City will review the reports and if necessary provide copies to the RWQCB.

Deliverables: Three draft and final TMs.

March 9, 2016

COST ESTIMATE

We propose to complete the project on a time and materials basis with a not-to-be exceeded budget of \$52,500. The estimated cost for our services is shown on the attached spreadsheet.

If you have any questions pertaining to this proposal, please call Richard Shatz at 916-631-4566.

Sincerely,



Richard W. Shatz, CHG 84
Principal Hydrogeologist



Mark Williamson, P.E. C35671
Vice President

Enclosures

J:\Roseville, City of\Proposals\Well Destruction Oversight\Task Order 1_Well Destruction Oversight_v5.doc

EXHIBIT B

Table 1
Well Destruction Oversight
City of Roseville

<u>Description</u>			<u>Labor Cost</u>	<u>Expenses</u>	<u>Subcontractors</u>	<u>SUBTOTAL</u>
Task 1 - Well Destruction Bid Documents			\$29,557	\$85	\$276	\$29,898
Task 2 - Well Destruction Oversight			\$13,084	\$270	\$5,060	\$18,414
Task 3 - Well Destruction Summary Memorandums			\$4,173	\$0	\$0	\$4,173
Total						\$52,485



COUNCIL COMMUNICATION

CC #: 7796

File #: 0322

Title: Citywide Tree Pruning and Tree Maintenance - Services Agreement
Contact: Michael-Gerold Neumann 916-774-5579 mneumann@roseville.ca.us

Meeting Date: 7/6/2016

Item #: 6.28.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt the resolution authorizing the City Manager to execute the five (5) year Service Agreement between the City of Roseville and West Coast Arborist, Inc. for Tree Pruning and Maintenance Services.

BACKGROUND

The Parks, Recreation & Libraries Department maintains 44,000 City trees in parks, landscapes, streetscapes and municipal golf courses and approximately 80,000-120,000 trees in preserves and open space areas. It also provides round-the-clock emergency response for downed trees, broken branches and assists during storm events.

On March 14, 2016, a Request for Proposal (RFP) was released for citywide tree pruning and tree maintenance services. Proposers were asked to submit a cost for routine grid pruning and additional services that are considered "non-routine work", such as tree planting, tree removal, stump grinding, emergency response, storm & debris clean up, plant healthcare applications, specialty pruning, and arborist services.

Grid Pruning specifies inspection and structural pruning based on International Society of Arboriculture Standards and Best Practices. Structural pruning addresses dead wood, branch structure, weight reduction, clearance and encroachment concerns. Poor tree and branch structure condition can lead to hazardous trees. By performing grid pruning on a five year cycle, the City is able to significantly reduce non-routine maintenance costs, risk to public safety and liability claims.

Two proposals were submitted. They were reviewed and ranked by a selection committee comprised of Parks representatives. The proposals were evaluated using four essential criteria: experience, project understanding, demonstrated ability to complete a project of this size and scope and the supplemental questions that had been outlined in the RFP.

West Coast Arborists, Inc. was determined to be the best fit for the City of Roseville based on their thorough responses to the selection criteria. They possess many years of experience providing tree care services to municipalities and demonstrated a clear understanding of City

expectations. West Coast Arborists, Inc. is focused on being a dedicated partner in maintaining the City's urban forest for its residents and has successfully maintained Roseville's Urban Forest for the last five years.

FISCAL IMPACT

The annual cost of the service agreement is \$860,543.12 and is covered in the FY 2016/17 budget from the following funding sources:

\$ 307,567.68 General Fund
\$ 60,000.00 Golf Course Funds
\$ 20,000.00 Preserve Fund
\$ 472,975.44 CFD/LLD Districts

ECONOMIC DEVELOPMENT / JOBS CREATED

This contract could provide regional employment opportunities.

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 Tree Pruning and Maintenance Service Agreement project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Michael-Gerold Neumann, Urban Forester

Dion Louthan, Director of Parks, Recreation & Libraries



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-277

WCA Agreement

Exhibit A City's RFP

Exhibit B Contractor's Proposal

Exhibit C Revised Cost Proposal "Bid Sheet"

RESOLUTION NO. 16-277

APPROVING A TREE PRUNING AND TREE MAINTENANCE SERVICES SERVICE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST COAST ARBORISTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a tree pruning and tree maintenance services service agreement, by and between the City of Roseville and West Coast Arborists, Inc., has been reviewed by the City Council; and

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

**TREE PRUNING AND TREE MAINTENANCE SERVICES
SERVICE AGREEMENT**

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

W I T N E S S E T H:

WHEREAS, CITY issued a Request for Proposals (RFP) for Tree Pruning and Tree
Maintenance Services; and

WHEREAS, CONTRACTOR has prepared a proposal dated April 8, 2016, which
describes the scope of work to be performed by CONTRACTOR, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONTRACTOR is qualified and experienced to provide tree pruning and
tree maintenance services.

NOW, THEREFORE, the parties agree as follows:

1. Term. The initial term of this Agreement shall be five (5) years, commencing on
July 1, 2016 and expiring on June 30, 2021. CITY may elect to extend this Agreement for an
additional five (5) years in its sole discretion.
2. Services. CONTRACTOR shall perform, at the direction of City, the scope of
services ("Work") as described in EXHIBIT "B," (CONTRACTOR's proposal) in accordance

with the specifications set forth in EXHIBIT "A" (CITY's Request for Proposals), both of which are attached hereto and incorporated herein by this reference.

3. Compensation. For its services provided hereunder, CONTRACTOR shall be compensated in accordance with the cost proposal as described in EXHIBIT "C" attached hereto and incorporated herein by this reference. Total compensation for the term of this Agreement shall not exceed four million three hundred two thousand seven hundred fifteen dollars and sixty cents (\$4,302,715.60) subject to adjustments for changes in the Work as may be directed in writing by CITY pursuant to Section 6. The CITY reserves the right to determine which areas/districts are pruned every year.

CONTRACTOR shall submit monthly invoices with quality assurance reports for each pruned area/district and extra work assignments. Invoices for monthly base bid services shall indicate the assigned area/district pruned, number of trees pruned, percent completion of each area/district per year, the contract line item, and the exact monthly amount. Invoices for "extra work" shall be delineated by task, the person performing the services, and the hourly rate/unit price, 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 as outlined in Section 5 of this Agreement.

4. Pricing.

4.1 Pricing for Routine Grid Pruning Cycle. CONTRACTOR agrees to perform the described Work and any additional work requested by CITY for the prices indicated in its proposal (Exhibit "C") and any markup stipulated in this Agreement, or as negotiated by CITY, for a period of five (5) years.

4.2 Pricing Adjustments CONTRACTOR agrees to perform the described Work and any additional work requested by CITY for the prices indicated in its cost proposal (Exhibit "C") and any markup stipulated in this Agreement, or as negotiated by CITY, for a period of five (5) years. The cost for Grid Pruning as provided in Exhibit "C" shall not be subject to any markup and shall remain the same for a period of five (5) years. Prices for all work other than Grid Pruning provided in Exhibit "C" are locked in for the first and second year of this Agreement. At the request of CONTRACTOR, CITY and CONTRACTOR will meet after the second year each February to revise prices which will be effective for the next fiscal year (July 1 – June 30). No per unit price increase shall exceed three percent (3%) in any one year, including any extensions in the term of this Agreement, unless the CITY agrees in writing to increase this amount due to unforeseen and uncontrollable circumstances including, but not limited to, fuel price increases, changes in workers' compensation rates, and prevailing wage changes. CITY also agrees to adjust payments to reflect changes in work quantities and to pay for new work assigned to CONTRACTOR at the contract rates then in effect. Adjustments to quantities may be requested by either party and is subject to field verification by CITY.

In the event CONTRACTOR and CITY cannot come to a mutually agreed upon annual price adjustment, this Agreement will continue at the current pricing for the remainder of the then current calendar year and will be considered mutually terminated on December 31 of such year.

5. Performance Based Payments.

5.1. CITY will regularly inspect CONTRACTOR's work and rate it according to the tree pruning standards and inspection criteria, attached as Exhibit "A" to CITY's RFP. CONTRACTOR will be paid for work rated as "meets standards." CONTRACTOR will not be

paid for work rated as “below standard” until conditions improve and rate as “meet standards” if the below standard work is attributed to neglect on the part of CONTRACTOR. If an area does not meet CITY standards, it will be considered “below standard.” CONTRACTOR will not be paid additional amounts for remedial work required to improve “below standard” areas if the below standard work is attributed to neglect on the part of CONTRACTOR. CITY staff will work closely with CONTRACTOR to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests with CONTRACTOR.

5.2. CONTRACTOR shall perform Quality Assurance Inspections when twenty five (25) percent of the work has been completed in each listed and assigned district/area per year and when “extra work” has been completed. The contractor shall discuss inspection results with CITY and provide the Quality Assurance Reports.

5.3. CONTRACTOR shall provide electronic versions of each listed and assigned district/area Quality Assurance Inspections to CITY with monthly invoicing as compliant with CITY tree pruning standards, current ISA Best Management Practices, and ANSI standards. An action plan with deadlines must be provided to CITY to indicate when corrections will be made if an area is deemed “does not meet CITY standard.” Failure to turn in inspections by the deadline will result in monthly payments being withheld until inspection reports are turned in.

5.5. For any site that fails to meet CITY Tree Pruning Standards and ISA Best Management Practices as a result of some action that is CONTRACTOR’s responsibility, CONTRACTOR shall notify CITY immediately and develop a plan to bring the site into compliance. Should CITY discover a site(s) that does not meet CITY standards, and CITY has

not been notified by CONTRACTOR, CONTRACTOR will be put on notice in writing to bring the site back into compliance. The following penalty will result:

(a) The payment for the specific site(s) will be withheld by CITY until the site is back in conformance with CITY standards.

(b) If conformance is reached within seven (7) days of notice, CITY will release one hundred percent (100%) of the payment.

If CITY is required to send a notice to CONTRACTOR a second time at the same site within three (3) weeks of the initial notice, the following penalty will occur:

(a) CITY will withhold the monthly payment for the site. If conformance is reached within seven (7) days of notice by CITY, CITY will release eighty percent (80%) of the payment, keeping twenty percent (20%) as a penalty.

If CONTRACTOR does not bring the site into conformance within seven (7) days of CITY's notice, the following penalty will occur:

(a) CITY will keep the payment as a penalty and withhold the next payment following the above mentioned conditions until conformance is reached or this Agreement is terminated.

5.6. The parties will observe the following problem resolution process:

(a) Written notice of the problem.

(b) Field conference with inspector/CONTRACTOR's field representative to identify problem and agree on solution as presented by CONTRACTOR.

(c) Conference between CITY's representative and CONTRACTOR's principal.

(d) Imposition of penalties and/or correcting defect at CONTRACTOR's cost.

(e) Termination of the Agreement.

6. Changes in Work.

6.1. CITY may, from time to time, request changes to this Agreement or the Work. All such work shall be performed pursuant to the terms of this Agreement, unless specifically provided otherwise at the time the change is ordered. Requests for changes in work shall be made in writing by the applicable Urban Forester, and shall describe in detail the proposed additions, deletions, or modifications to the Work. CONTRACTOR shall respond to such request in writing, with a statement of the costs, expenses and time required to perform the requested work. Neither the CITY's request nor the CONTRACTOR's response shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to this Agreement signed by an authorized representative on behalf of CITY. CITY's execution of the amendment shall constitute authorization to proceed with the changed work and will specify: (1) the work to be done in connection with the change to be made; (2) the amount of the adjustment of the contract price, if any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the contract time, if any.

6.2. Except in the case of an emergency, CONTRACTOR shall make no changes in the Work or perform additional work without a written amendment to this Agreement. CONTRACTOR shall not be compensated for any work performed without any such written amendment. In no event shall CITY pay for additional work made necessary by CONTRACTOR's errors or oversights. In the case of an emergency and upon receipt of a

written directive by the CITY's Urban Forester, CONTRACTOR shall proceed with the ordered work and CITY will prepare a written contract amendment as soon thereafter as practicable.

6.3. If CITY directs CONTRACTOR in writing to make changes in the Work that materially affect the cost of performing the Work, the contract price will be adjusted based on one or more of the following methods in the order of precedence listed below:

- (a) Unit price previously agreed upon in this Agreement.
- (b) An agreed lump sum.
- (c) CONTRACTOR's actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the extra work.
- (d) Reduction or addition of tasks and/or parcels.

6.4. Disagreement by CONTRACTOR with CITY's determination of the need for, or amount of, an adjustment in contract price or contract time associated with an approved contract amendment, or disagreement by CONTRACTOR with CITY's determination that a change has not occurred and no contract amendment is needed, shall not, under any circumstances, relieve CONTRACTOR from its obligation to promptly begin and diligently prosecute the work, including the change, as described in the approved contract amendment.

6.5. In the event CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the Work and would result in an adjustment in the amount of the contract, CONTRACTOR shall so advise CITY in writing immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation

resulting thereof. No adjustment in contract price will be made except by a written amendment to this Agreement.

7. Claims. If any dispute shall arise between CITY and CONTRACTOR regarding performance of the Work, or any alleged change in the Work, CONTRACTOR shall timely perform the disputed work and shall give written notice of a claim for additional compensation to CITY within ten (10) days after commencement of the disputed work. CONTRACTOR's failure to give written notice within the ten (10) day period constitutes an agreement by CONTRACTOR that it will receive no extra compensation for the disputed work.

8. Stop Notices. CITY may withhold payment under this Agreement pursuant to stop notices, if any, as required by law and CITY's Administrative Regulation 4.01.

9. Contractor Registration. No contractor or subcontractor may be listed on a bid proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CONTRACTOR shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with the bid proposal. CONTRACTOR is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

10. Prevailing Wages. CONTRACTOR shall comply with all applicable prevailing wage laws for services performed under this Agreement. Additionally, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or by any subcontractor under the CONTRACTOR 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 CONTRACTOR. Moreover, CITY shall have the right to withhold payment in such amounts as directed by the Department of Industrial Relations or Labor Commissioner.

Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website address: <http://www.dir.ca.gov/DLSR/PWD/Northern.html>.

11. Bonds. For all work under this Agreement, CONTRACTOR shall furnish and deliver to CITY a Faithful Performance Bond on a CITY supplied form issued by an admitted surety prior to, and as a condition precedent to, commencement of services. Such bond shall remain in effect during the entire term of this Agreement or may be renewed on an annual basis.

12. Licensing Laws. CONTRACTOR shall comply with all licensing laws as set forth in EXHIBIT "A." CONTRACTOR shall be deemed in automatic and immediate breach of this Agreement for failure to comply with licensing laws.

13. Indemnification. CONTRACTOR shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONTRACTOR's (and any of its agent's or subcontractor's, including lower-tier subcontractors, if any) 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 active negligence. The parties intend that this provision shall be broadly construed.

14. Hazardous Chemicals and Wastes.

14.1. CONTRACTOR shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of performance of this Agreement. CONTRACTOR shall immediately report any such release to CITY.

CONTRACTOR shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against CITY by any agency as a result of such release and shall hold harmless, indemnify and defend CITY from any claims arising from such release. For purposes of this section only, the term "claims" shall include: (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any claim, cause of action, or administrative or judicial proceeding brought against CITY, its officials, or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including CITY.

14.2. If the performance of the services outlined by this Agreement creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of CONTRACTOR. CONTRACTOR shall dispose of the wastes under its own Environmental Protection Agency Generator Number. In no event shall CITY be identified as the generator. CONTRACTOR shall notify CITY of any such hazardous wastes and CITY reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to

perform additional tests or examine those wastes, prior to its disposition. CONTRACTOR shall hold harmless, indemnify and defend CITY from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by CONTRACTOR.

15. Insurance. CONTRACTOR agrees to continuously maintain, in full force and effect, the following 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	Bodily Injury: \$500,000 per person \$1,000,000 per accident Property Damage: \$100,000 per occurrence

CONTRACTOR shall submit a certificate evidencing such coverage in a form satisfactory to the City Attorney of CITY, prior to undertaking any work hereunder.

CONTRACTOR shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents and employees as additional named insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of CONSULTANT. The coverage shall be primary as to such additional insureds and no coverage of the CITY shall be called upon to contribute to a loss. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from

satisfying the self-insured retention or deductible. Said certificates shall provide for at least thirty (30) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement. CONTRACTOR shall furnish a certificate for the period covered by this Agreement. Any insurance written on a claims made basis is subject to the approval of the City Attorney. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve 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.

CITY may withhold any payment under this Agreement at any time CONTRACTOR fails to comply with this section.

16. Risk of Loss. All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the execution of the Work, or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to final written acceptance of the Work, or of the supplies, materials or equipment, or from any act or omission not authorized by this Agreement on the part of the CONTRACTOR or any agent or person employed by it, shall be sustained and borne solely by the CONTRACTOR.

17. Records/Audits.

17.1. CONTRACTOR and its subcontractors shall establish and maintain records pertaining to this Agreement. CONTRACTOR's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, invoices and vouchers.

17.2. CONTRACTOR shall permit CITY and its authorized representatives to inspect and examine CONTRACTOR's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by CONTRACTOR pursuant to this Agreement and shall provide such assistance as may be reasonably required in the course of such inspection. CITY further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Agreement. CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for this three-year period.

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

19. Compliance with Laws.

19.1. CONTRACTOR shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement. CONTRACTOR shall, if requested by CITY, provide certification and evidence of such compliance.

19.2. CONTRACTOR must insure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference or marital status, and shall comply with the Americans with Disabilities Act.

20. Ability to Perform. CONTRACTOR agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

21. 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, EXHIBIT "A" shall govern.

22. Assignment. CONTRACTOR is employed to perform unique personal services. CONTRACTOR shall not assign this Agreement without the prior written consent of City. CONTRACTOR 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.

23. 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.

24. Representation and Warranties.

24.1. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure 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.

24.2. CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way affect CONTRACTOR's

performance of Work under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of CITY.

CONTRACTOR agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of CITY in the performance of this Agreement.

24.3. Contractor also warrants to CITY, its successors, and assigns that the title to the materials, supplies or equipment covered by this Agreement, when delivered to CITY or to its successors or assigns, is free from all liens and encumbrances. Furthermore, CONTRACTOR warrants that all materials, supplies and products furnished meet the requirements and conditions of this Agreement and are fit for the purposes intended.

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

26. Termination of Agreement. CITY may terminate this Agreement without cause by giving CONTRACTOR thirty (30) days advance written notice. In the event of termination through no fault of CONTRACTOR, CITY shall compensate CONTRACTOR for services performed as of the date of termination, upon the release to CITY of all documents, papers, maps, photos, drawings and reports prepared hereunder, in any and all media or formats in which such materials have been created or are maintained.

27. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California,

regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

28. 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

Parks & Recreation Department/Open Space Division
Attn: Michael-Gerold Neumann, Urban Forester
2005 Hilltop Circle
Roseville, CA 95747

CONTRACTOR

West Coast Arborists
Attn: Jason Pinegar
436 W. Scotts Ave.
Stockton, CA 95203

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

29. Severability. In the event that any covenant, condition or other provision of this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision of this Agreement.

30. 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 CONTRACTOR has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE

BY:  _____
DION LOUTHAN
Director of Parks, Recreation & Libraries

West Coast Arborists, a
California corporation

BY:  _____
its: President, Patrick Mahoney

and

BY:  _____
its: Assistant Secretary, Richard Mahoney

LIST OF EXHIBITS

- Exhibit A: City's Request for Proposals
- Exhibit B: Contractor's Proposal
- Exhibit C: Revised Cost Proposal "Bid Sheet" dated April 5, 2016



REQUEST FOR PROPOSALS

TREE PRUNING & TREE MAINTENANCE SERVICES

DUE: 04/11/2016

3:00 PM

Deliver to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

CITY OF ROSEVILLE

NOTICE FOR PROPOSALS

TREE PRUNING & TREE MAINTENANCE SERVICES

NOTICE IS HEREBY GIVEN that proposals for Tree Pruning and Tree Maintenance Services 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., **04/11/2016**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected consultant. 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.

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.

TREE PRUNING & TREE MAINTENANCE SERVICES

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EXHIBITS:

Exhibit A (Tree Pruning & Tree Maintenance Standards)

Exhibit B (Asset Management Requirements)

Exhibit C (Cost Proposal Bid Sheet)

Exhibit D (Parks Construction Standards)

Exhibit E (City maps with tree locations by districts; 11"x17" format)

Exhibit F (City maps with tree locations by districts; 36"x48" format)

Exhibit G (Tree species frequency and diameter distribution)

Exhibit H (Current number of trees in districts)

1.0 INTRODUCTION

The City of Roseville (hereinafter “City”), is soliciting proposals for Tree Pruning and Tree Maintenance Services. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “Consultant(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 has been a Tree City USA for over 33 years in a row. The City owns and maintains approximately 43,000 street trees located in 72 Parks, landscapes and streetscapes, City facilities, 30 CFD/LLD districts, and two municipal Golf Courses. New developments are currently in progress and additional trees are getting planted.

The City also maintains an estimated amount of 80,000-120,000 trees in 4,000 acres of Open Space and Natural Resource Areas, 32 miles of bike trails and 68 miles of creeks; trees in these areas have not been inventoried yet.

1.2 CITY OVERVIEW

The City of Roseville is an incorporated city with a population of more than 126,000 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, Libraries Department/Open Space Division
Attn: Urban Forester, Michael Neumann
2005 Hilltop Circle
Roseville, CA 95747
Fax: (916) 746-1759
Email: mneumann@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 to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. **It is the proposer’s sole responsibility to monitor this website**

for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. 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. Any change in the scheduled dates for the Pre-Proposal Conference
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.....	3/14/2016
Deadline for Final Questions.....	3/25/2016
City Responses to Written Questions.....	3/31/2016
Proposal Submission Deadline.....	04/11/2016
Consultant Interviews as needed.....	04/20/2016
Contract Negotiations.....	04/27/2016
Contract Approval by City Council.....	06/01/2016
Commencement of Services.....	07/01/2016

3.0 SCOPE OF SERVICES

The City’s primary objective is to execute a tree pruning and tree maintenance services contract for the period of five years with optional renewal of an additional 5 years to assure a safe and healthy urban forest. The scope of work encompasses the current inventoried tree population of approximately 43,000 trees in 30 CFD/LLD districts, General Fund areas, streets- and landscapes, 74 parks, 2 municipal golf courses, and City facilities. The urban street tree population is currently growing due to additional development in the West Plan area of Roseville which will be added to the contract later when the City takes these areas over for maintenance. Services being requested are routine cycle (grid) pruning for the inventoried tree population. The City’s goal is to achieve a 5–7 year routine (grid) pruning cycle which could change due to funding availability. Opportunities for extra work are available but is not guaranteed. Extra work can include tree planting, tree removal, stump grinding, emergency response, storm & debris clean up, plant healthcare applications, specialty pruning, tree risk assessment, and arborist services. Areas for extra work will also include Open Space Preserves and Natural Resource areas, creeks, and bike trails.

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 Consultant wishes to include that is not specifically requested should be included in an appendix to the proposal.

Consultants are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably. 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 Consultant 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 Consultant 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 tree pruning and tree maintenance services and include special accreditations if applicable. 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 detailed summary of your firm’s experience in providing municipal tree work and emergency/storm response work. Provide a minimum of three (3) references for tree pruning and tree maintenance 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, licenses and municipal tree care experience of tree crew foreman and designated Supervisor/lead/project manager 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. Describe the risk assessment experience of the tree crew foreman. A project team organizational diagram and brief resume of each team member and the designated project manager and foreman 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 need 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. Describe in detail how you would achieve a 5 year or 7 year grid pruning cycle and how do you assure that the trees that got pruned in prior years are not getting pruned again. Include tree management approach, priorities and the discussion of methodologies. See exhibit (E, F, G, H) for maps, tree location, species frequency and diameter distribution, number of trees in districts.

5.8 TAB F: Required Supplemental Statement - Please respond to the following questions

- 1.) **Equipment:** Provide a list of equipment and resources that your company owns including manufacturer year and describe which equipment you are planning to use for tree maintenances services in Roseville.
- 2.) **Contractor Asset Management Program:** Describe in detail how you currently use your asset management program and tree inventory database regarding tree management, work history, inventory update and quality control. Include at what point the tree inventory is getting updated and which attributes are updated. Also describe how you would achieve the inventory of new trees in new developments.
- 3.) **Maximo (EAM):** After the Enterprise Asset Management System (EAM) is implemented by the Parks, Recreation & Libraries Department the selected contractor will be required to generate all work orders directly in Maximo. Describe your current work order workflow process and explain how you would modify your work order process to meet the City's requirements for Maximo; refer to exhibit (B).
- 4.) **Plant Health Care:** Describe in detail your plant health care operation and what services you would provide for the City of Roseville.
- 5.) **Disease Monitoring:** Describe in detail the process of disease monitoring and decay detection during grid pruning operations and how you would address and communicate it to the City.
- 6.) **Traffic Control Plan:** Describe the process and who prepares the TCPs for Roseville; refer to exhibit (A).
- 7.) **Hand watering trees:** Describe your capabilities, process and equipment of hand watering street and park trees.
- 8.) **Storm emergency response:** Describe your approach to tree emergency response; refer to exhibit (A).
- 9.) **Quality Assurance:** Describe in detail your quality assurance process including frequency for grid pruning and tree maintenance work and your implementation in Roseville in order to assure that all City Tree Pruning standards are met; refer to exhibit (A).
Describe in detail how you will share your internal quality assurance documentation with the City prior to moving on to the next routine cycle pruning location.
- 10.) **Tree Risk Assessment:** Describe in detail your approach and process to Tree Risk Assessment. Identify who would be conducting Tree Risk Assessment in Roseville refer to exhibit (A).
- 11.) **Specialty Services:** Describe in detail your specialty tree maintenance services that you provide and how these services can be implemented in Roseville.
- 12.) **Urban Forest Management Approach:** Describe in detail your management approach for a healthy and safe urban forest that enhances lives and the community by providing exceptional experiences.
- 13.) **Communication:** Describe your process and approach how you assure excellent communication between your company's field and management staff with City personnel e.g.(Urban Forester and Senior Inspector). Include work progress updates, new work, quality assurance, customer satisfaction, billing and other.
- 14.) **Public Outreach:** Describe in detail your company's process of communicating with the public related to tree pruning and tree maintenance.

- 15.) **Billing:** Describe your billing process and cycle.
- 16.) **Training:** Describe in detail your company's training process and training requirements for designated tree trimmer, tree crew foreman, Supervisor/lead/project manager including continued education.
- 17.) **Tree Planting:** See exhibit (D) for plant installation requirements; no description needed.

5.9 **TAB C: Cost Proposal** – Fill out and complete bid sheet as cost proposal; refer to exhibit (C).

- 5.10 **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 following documents with proposal:

- Executed copy of Proposer's Certification (**Attachment A**)
- 5.11 **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 B**). 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.
- 5.12 **TAB I: Competency of Proposers** – The City wants to ensure that the successful Consultants 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 CD, flash drive or other electronic media

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.

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 (per Sections 6.3 - 6.5)	30
B. Understanding of the Project – Proposed Project Plan (per Section 6.6 – 6.7)	20
C. Required Supplemental Statement (per Section 6.8)	40
D. Proposed Cost (per Section 6.9)	10
Total Possible Points:	100

8.0 SELECTION PROCESS

- 8.1 Proposals submitted will be reviewed by a selection committee. Consultants that have submitted the best and most complete proposals may be invited to an interview. The number of Consultants invited to an interview may vary depending upon the number of proposals submitted.
- 8.2 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 Consultant might propose.
- 8.3 A contract will be negotiated with the Consultant 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 Consultant considered next best in meeting the City's needs for this particular project.
- 8.4 The selected Consultant 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.
- 8.5 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.
- 8.6 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 Consultant(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.
- 8.7 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 Consultant will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment B**.
- 9.2 **Independent Contractor.** At all times the Consultant 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 Consultant 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 Consultant 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. Consultants 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 Consultant or the Consultant'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 Consultant 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 Consultant 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 Consultant, or from any officer, employee or agent of the Consultant, 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. Consultant 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 consultant and the associated sub-consultants or sub-contractors.

9.7 Indemnification & Insurance Requirements. The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment B**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Consultant 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 Consultant'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 Consultant 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 to the City Council via a published agenda.
- 9.11 **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 Consultant in response to any RFP. This RFP does not constitute any form of offer to contract.
- 9.12 **Multiple Award.** The City reserves the right to award the contract to multiple contractors when applicable.
- 9.13 **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.
- 9.14 **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.
- 9.15 **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.
- 9.16 **If no proposal is accepted,** the City may elect to have the services performed in some other manner.
- 9.17 **Rejecting Team Members, Firms or Sub-consultants.** The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.
- 9.18 **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.
- 9.19 **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 Consultant prior to the expiration of that ninety (90) day period.
- 9.20 **Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.
- 9.21 **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 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.

- 9.22 **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 Consultant 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.
- 9.23 **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.
- 9.24 **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.
- 9.25 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as **Attachment B**, 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.
- 9.26 **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 Consultant sign a statement affirming its compliance with this policy.

- 9.27 **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 Consultant 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.
- 9.28 **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 Consultant must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.
- 9.29 **Contractor Registration.** No contractor or subcontractor may be listed on a bid 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 selected proposer shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with the bid proposal. Proposers are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 9.30 **Prevailing Wages.** The selected proposer shall comply with all applicable prevailing wage laws for services performed under the Agreement. Additionally, the selected proposer 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 selected proposer 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 the Agreement by the selected proposer or by any subcontractor under the selected proposer 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 the selected proposer. Moreover, the City shall have the right to withhold payment in such amounts as directed by the Department of Industrial Relations or Labor Commissioner.

Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website address: <http://www.dir.ca.gov/DLSR/PWD/Northern.html>.

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
SAMPLE CONTRACT

Additional Attachments

SEALED PROPOSAL



**IMPORTANT
NOTICE TO
PROPOSER**

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

RFP NAME

PROPOSAL DUE DATE

PROPOSAL DUE TIME

____ A.M. ____ P.M.
PROPOSAL FOR

**TIME SENSITIVE. DELIVER TO
CITY CLERK IMMEDIATELY.**

Exhibit A

2016 City of Roseville Tree Pruning Standards & Tree Maintenance Standards

All work shall be performed under the on-site supervision of a licensed and experienced ISA Certified Arborist and Qualified Tree Risk Assessor (TRAQ).

All work shall conform to the current Standards and Best Management Practices of:

- American National Standards Institute (ANSI) A300 for Tree Care Operations- Standard Practices for Tree Pruning and Risk Assessment.
- ANSI Z133.1 Safety Requirements for Arboricultural Operations.
- International Society of Arboriculture (ISA) Best Management Practices for Tree Pruning, Risk Assessment, Cabling, Fertilization, Tree Planting, IPM.
- California Occupational Safety and Health Administration (OSHA) General Industry Safety Orders: Tree Work, Maintenance, Removal, Logging, Rigging, Crane and Aerial Devices.

A. Level II Risk Assessment:

On all Routine Cycle Pruning, Grid Pruning and Specialty Pruning the contractor shall perform an ISA level II Risk Assessment (basic assessment) on each tree prior to making any pruning cuts or performing any other tree work. The level II assessment shall be performed by an experienced ISA Qualified Tree Risk Assessor (TRAQ).

B. Routine Cycle Pruning (Grid Pruning): Section 1 to 4

- When performing routine cycle & service request pruning, section 1 to 7, contractor shall perform all pruning including structural and clearance pruning.
- If a tree has encroached into the high voltage lines contractor shall not be allowed to perform any pruning and shall immediately notify utility provider to clear the tree away from the lines. After the tree has been pruned and the line is cleared by the utility provider the contractor can proceed with the pruning.
- All pruning projects shall be coordinated with the City and approved two weeks prior to start date.
- All traffic controls and bike trail closures shall be approved by the City at least one week prior to project start; see section C 11 (standard requirements).
- Equipment use including bucket trucks in parks and golf courses, shall be coordinated and approved by City staff at least two weeks prior to project start.
- No trucks over a weight of 6,000lbs pounds shall be driven on concrete pathways.
- No trucks or other equipment shall be driven on wet turf.
- Before driving on landscape or parks, irrigation main lines and sprinkler heads must be marked by City staff.

1.) Structural Pruning including Clearance Pruning: Young Trees (0"-6" DBH) and (7"-12" DBH)

- A. Prune to manage tree growth and form to maximize safety, structural integrity, and health.
 - a. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 - b. Lion tailing will not be allowed.
- B. Remove dead branches at the point of attachment; >0.75" in diameter.

- C. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
- D. Develop and/or maintain a central leader.
- E. Space main branches along one central leader.
- F. Identify the lowest branch in the permanent canopy to facilitate management of lower branches.
- G. Keep all branches less than 50% of the trunk diameter to ensure that the branch collar and branch protection zone remain intact.
- H. Vertically and radial space scaffold branches 12"-48" apart.
- I. Reduce growth by subordinating or removing branches with included bark and co-dominant stems >0.5" in diameter.
- J. Remove all mistletoe and vines growing on trees.
- K. Provide fourteen feet (14') overhead clearance over roadways and bike lanes.
- L. Provide eight feet (8') overhead clearance over walkways, sidewalks, and parking lots.
- M. The specified pruning may require the removal of up to 30% of the foliage in many instances. Under no circumstances shall more than 40% of the foliage be removed from an individual tree.

2.) Structural Pruning including Clearance Pruning, Cleaning, Weight reduction, and Thinning: Intermediate Trees (13"-23" DBH)

- A. Prune to manage tree growth and form to maximize safety, structural integrity, and health.
 - a. On all trees over twenty inches (20") DBH contractor shall reduce end weight by 25% and maintain a well balanced crown.
 - b. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 - c. Lion tailing will not be allowed.
- B. Remove dead branches at the point of attachment.
- C. Remove diseased, decayed, broken, weakly attached, and/or crossing branches; >1" in diameter.
- D. Develop and/or maintain a central leader.
- E. Space main branches along one central leader.
- F. Identify the lowest branch in the permanent canopy to facilitate management of lower branches.
- G. Vertically and radial space scaffold branches 12"-48" apart.
- H. Reduce growth by subordinating or removing branches with included bark and co-dominant stems over 1.5" in diameter.
- I. On trees with dense foliage, thin crown to allow wind and light penetration into the interior branches.
- J. Remove all mistletoe and vines growing on trees.
- K. Provide fourteen feet (14') overhead clearance over roadways and bike lanes.
- L. Provide eight feet (8') overhead clearance over walkways, sidewalks, and parking lots.
- M. The specified pruning may require the removal of up to 30% of the foliage in many instances. Under no circumstances shall more than 40% of the foliage be removed from an individual tree.

3.) Mature Tree Pruning including Clearance Pruning, Cleaning, Weight reduction and Thinning: Mature Trees (24"+ DBH)

- A. Prune to manage tree growth and form to maximize safety, structural integrity, and health.
 - a. On all trees DBH contractor shall reduce end weight by 25% and maintain a well balanced crown.
 - b. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 - c. Lion tailing will not be allowed.
- B. Remove dead branches at the point of attachment; >1" in diameter.
- C. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
- D. Reduce growth by subordinating or removing branches with included bark and co-dominant stems.
- E. On trees with dense foliage, thin crown to allow light penetration onto the interior branches.
- F. Remove all mistletoe and vines growing on trees.
- G. Provide fourteen feet (14') overhead clearance over roadways and bike lanes.
- H. Provide eight feet (8') overhead clearance over walkways, sidewalks, and parking lots.
- I. Do not remove more than 25% of live foliage from tree unless directed by Urban Forester.
- J. Do not remove live branches larger than 8" in diameter without approval from the Urban Forester.

4.) Palm Pruning

- A. Remove dead fronds, fruits or loose petioles. Dead fronds are those with less than 50% green tissue.
- B. Live, healthy fronds above horizontal (9 o'clock to 3 o'clock) shall not be removed.
- C. Fronds removed shall be severed close to the petiole base without damaging living trunk tissue.
- D. Palm peeling (shaving) shall consist of the removal of only the dead frond bases at the point they make contact with the trunk without damaging living trunk tissue.

B. Extra Work: Section 5 to 10

5.) Bike Trail Safety Pruning:

- A. Prune to manage tree growth and form to maximize safety, structural integrity, and health.
 - a. On all trees over twenty inches (20") DBH contractor shall reduce end weight by 25% on the tree's side that overhangs the bike trail.
 - b. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 - c. Lion tailing will not be allowed.
- B. Remove dead branches at the point of attachment; > 1" in diameter.
- C. Provide fourteen feet (14') overhead clearance at bike trails.
- D. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
- E. Remove all mistletoe.
- F. Prune to clear line of sight for bike trails, traffic signs, signals, and street signs.
- G. Set up proper traffic control and re-direct pedestrians and bicyclists when working on a bike trail.

6.) Clearance Pruning for roadsides, sidewalks, signs and light structures

- A. Prune to manage tree growth and form to maximize safety, visibility, structural integrity, and health.
 - a. Contractor shall reduce end weight by 25-50% on the tree's side that overhangs the roadside, sidewalks, signs and light structures.
 - b. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 - c. Lion tailing will not be allowed.
- B. Remove dead branches at the point of attachment; >1" in diameter.
- C. Provide fourteen feet (14') overhead clearance at roadsides.
- D. Provide eight feet (8') overhead clearance at parking lots, sidewalks, and other pathways.
- E. Clear sign or light structure on all sides so that it is visible.
- F. Balance Tree on road- and sidewalk side

7.) Clearance Pruning for Traffic Signal Head & Traffic Sign Obstructions:

- A. Prune to manage tree growth and form to maximize safety, visibility, structural integrity, and health.
 - a. Contractor shall reduce end weight by 25-50% on the tree's side that overhangs the roadway.
 - b. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 - c. Lion tailing will not be allowed.
- B. Remove dead branches at the point of attachment; >1" in diameter
- C. Provide fourteen feet (14') overhead clearance at roadsides.
- D. Provide eight feet (8') overhead clearance at parking lots, sidewalks, and other pathways.
- E. Prune to clear line of sight to traffic signs (stop sign, speed limit sign, etc.) and follow Table A1 for required sight distance.
- F. Prune to clear line of sight for traffic signal heads and follow Table A2 for required sight distance.
- G. Balance Tree on road- and sidewalk side

Table A1: Required Traffic Sign Sight Distance as a function of speed

Speed* (mph)	Distance (ft)
20	115
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730
75	820

* Posted speed, off peak 85th percentile speed prior to work starting, or the anticipated operating speed

Table A2: Required Traffic Signal Head Distance as a function of speed

85th Percentile Speed (mph)	Minimum Sight Distance (ft)
20	175
25	215
30	270
35	325
40	390
45	460
50	540
55	625
60	715

8.) Emergency Services & Response:

- A. The contractor shall be required to provide emergency response with a 3-4 person crew for hanging limbs, hazardous, wind damaged or downed trees. This may include day, night, weekends, holidays and during storms. The contractor will be given specific locations and the work to be done at each location via telephone from a City authorized representative. The contractor shall be required to start the work indicated within sixty (60) minutes of the initial phone call and report back to the City representative upon completion of the work specified. Before and after pictures for documentation shall be taken by the contractor.
- B. The contractor is required to provide a 24 hour emergency phone number and names of two (2) contact individuals within one (1) week of contract award. Should the phone number or contact person change during the course of the contract the contractor is required to inform the City immediately.
- C. The contractor shall be required to provide all traffic control required during emergency response operations. Staff that performs traffic control operations must be traffic control certified. No work shall be performed on trees affected by high voltage lines. Should the work involve high voltage lines the contractor shall be required to notify the responsible utility company to shut down the line or take any other necessary actions to allow work to be performed safely.

9.) Removal of Stumps and Stump Grinding:

- A. All stumps must be removed to at least eighteen inches (18") below the lowest soil level adjacent to the stump or until deep roots are no longer encountered. The contractor shall grind the stump to a minimum of five feet (5') either side or five feet (5') radius of the outer circumference of the stump and grind until no surface roots are longer encountered.
- B. All tree stumps shall be measured four inches (4") above finish grade level to determine its size.
- C. Stumps should be cut low enough to the ground where grinding can be performed safely. No stumps shall be higher than four (4") inches.
- D. Existing stumps need to be marked immediately after tree removal with orange cones and yellow caution tape until the stumps have been completely removed and backfilled to prevent tripping hazards.
- E. All stump grinding locations shall be called in to the Underground Service Alert (USA) for locating underground utilities. The locations shall have cleared by USA prior to stump grinding.

- F. Stump grinding needs to be performed within 10 business days of UAA clearance.
- G. All stumps shall be backfilled and compacted with premium screened topsoil, two inches (2") above grade to prevent settling.
- H. No stump grinding debris such as shavings or wood fibers shall remain on site. The stump grinding debris shall not be used to backfill the grinding hole.

10.) Tree Planting & Planting stock:

- A. Tree planting and planting stock shall be performed according to the current City of Roseville Parks, Recreation & Libraries Construction standards (Exhibit D).
- B. All planted trees shall be watered in after planting.

C. Standard Requirements: section 11-15:

11.) Traffic Control:

- A. All Tree Pruning, Tree Maintenance and emergency response work shall include proper Traffic Control which shall conform to the California MUTCD 2010 Edition.
- B. A written Traffic Control Plan (TCP) shall be submitted to the City's Traffic Engineering Department for approval seven (7) days prior to starting work.
- C. Only after the TCP has been approved and stamped by the City's Traffic Engineer traffic control can be set up.

12.) Resident Notification:

- A. No parking signs shall be posted at least 2 days in advance to assure that no cars are blocking access to trees that need to be pruned.
- B. Residents must be informed via door knocker at least 14 days in advance that routine cycle pruning, grid pruning will take place.
- C. Residents must be informed via doorknocker for specialty pruning or tree removal at least 48hrs prior to work performed.
- D. If a tree is getting skipped for pruning due to parked cars the contractor shall come back at a later time when no car is parked there and prune the tree at unit price.
- E. Contractor must use City of Roseville door knocker template and content.

13.) Tree stake and tree tie removal and repair:

- A. The contractor shall be required to remove tree stakes and tree ties that are no longer needed for support or replace broken tree stakes and tree ties during routine cycle or specialty pruning.
- B. Stakes and tie replacement shall be replaced according to current City of Roseville Parks, Recreation and Libraries Construction standards (Exhibit B).

14.) Wood chips/throughput tracking:

- A. Contractor shall be required to track on a daily basis the amount of wood chips generated (throughput through chipper) by quantity in cubic yards and location.

15.) Tree Removal/Before and After Pictures:

- A. Contractor shall be required to take before and after pictures for public justification. The before pictures should show the entire tree and the specific defect(s).
- B. When the tree has been removed the branch, trunk or decay pocket with the defect shall be dissected/sliced open and pictures shall be taken depicting the cross section of the defect (after pictures).
- C. The contractor shall attach the before and after picture to the specific tree ID number and update the history in the asset management software.

Exhibit B

2016 City of Roseville Asset Management/Tree Inventory Data requirements

In the last couple of years the City of Roseville has used a contractor provided web based tree inventory stored on the contractor's server off site. The City will receive a final copy of the updated tree inventory data in June of 2016 when the current tree maintenance contract will end. In May of 2016 the City's Parks, Recreation and Libraries Department will implement the citywide use of the Enterprise Asset Management (EAM) Program Maximo. Maximo will be the system of record for all work orders. . This includes work orders for all contractors including routine cycle (grid) and service request pruning. ESRI ArcMap will remain the geospatial (GIS) system of record.

The integration between Maximo and the Contractor's asset management system will involve the exchanging of data files. The City will issue work orders to the contractor via a data file. Once the work has been completed, the contractor will enter the work history on the file and return the data file. The completed data file will imported into Maximo by City staff.

When work orders are generated, an automated Maximo process will send an email to the Contractor with a comma delimited text file (.csv). The file can be accessed similar to a Microsoft Excel spreadsheet. The file contains populated data such as work order number and work order description. In addition, the file contains blank entry fields for specific data points required by the City such as condition assessment and measurements. For each work order the Contractor is required to return the actual finish date and must populate the blank fields with data based on the work performed. The Contractor must email the completed data file back to the City.

In addition, a secondary file containing data for work orders that City staff have performed will be sent to the contractor. The intent is to provide the Contractor with current maintenance data on all City trees. This secondary spreadsheet is provided to the Contractor for information only.

The fields to be sent to the Contractor are outlined in the table below. The process is designed for flexibility and allows mapping of corresponding fields to the Contractor's existing asset maintenance system.

Maximo Field	Example of a contractor's Tree Asset Management System Field (currently used)	Domain Values or Text	Populated or Blank for Data Entry
Asset Number	Inventory ID	Text	Populated
Work Order Number	Maximo Work Order (new)	Text	Populated
Service Address formatted text field	Address Con	Text	Populated
Work Order Description	Work History Work Description	Text	Populated

Maximo Field	Example of a contractor's Tree Asset Management System Field (currently used)	Domain Values or Text	Populated or Blank for Data Entry
Service	Crew	Domain	Populated with "TREECONT" a new service for Parks.
Scheduled Start Date	Inventory History Work Date	Text	Populated (for completed work) Blank for Data Entry (for assigned work)
Condition	Condition	Domain	Blank for Data Entry
Recommended Maintenance Category	Maintenance Category	Domain	Blank for Data Entry
DBH	Inventory History Bill DBH		Blank for Data Entry
Height	Inventory History Bill Height	Text	Blank for Data Entry
District	District	Domain	Blank for Data Entry
Side	Side	Domain	Blank for Data Entry
Tree	Tree	Domain	Blank for Data Entry
Botanical Name	Botanical Name	Domain	Blank for Data Entry
Common Name	Common Name	Text	Blank for Data Entry
Species	Species	Text	Blank for Data Entry

EXHIBIT C
COST PROPOSAL “ Bid Sheet”

City of Roseville
2016 Tree Pruning and Tree Maintenance Services

Labor	Unit price (hour)
ISA Certified Arborist & TRAQ	
ISA Certified Tree Worker Climber Specialist	
Grounds men	
Qualified Applicator (QAL)	
Supervisor	
Project Manager	
Three men crew rental including all necessary equipment	
Three men crew rental emergency response including all necessary equipment after hours & weekends and holidays	
Grid Pruning	Unit price per (tree)
Price per tree for all DBH classes, 0-60"+ DBH	
Service Request Pruning	Unit price (tree)
Service Request Pruning 0-6" DBH	
Service Request Pruning 7-12" DBH	
Service Request Pruning 13-24" DBH	
Service Request Pruning 25-36" DBH	
Service Request Pruning >36"	
Tree Removal	Unit price per inch
Tree only removal 0-24" DBH	
Tree only removal >24" DBH	
Stump Grinding	Unit price per inch
Stump grinding per inch	
Tree & Stump removal	Unit price (tree)
Tree & stump removal 0-24" DBH	
Tree & stump removal >24" DBH	
<u>Service Request Pruning in Open Space/Natural Resource Areas (Equipment access limited)</u>	Unit price (tree)
Pruning OS/NRS areas 0-6" DBH	
Pruning OS/NRS areas 7-12" DBH	
Pruning OS/NRS areas 13-24" DBH	
Pruning OS/NRS areas 25-36" DBH	

Pruning OS/NRS areas >36" DBH	
<u>Tree Removal in Open Space/Natural Resource Areas (Equipment access limited)</u>	Unit price per inch
OS/NRS Tree removal 0-24" DBH	
OS/NRS Tree removal >24" DBH	
<u>Tree & Stump Removal in Open Space/Natural Resource Areas (Equipment access limited)</u>	Unit price per inch
OS/NRS Tree & stump removal 0-24" DBH	
OS/NRS Tree & stump removal >24" DBH	
Plant Healthcare	Unit price (inch)
Imidacloprid Soil injection	
Imidacloprid Stem injection	
Fungicide Application	
Growth regulator Application	
Deep Fertilizer application (square foot)	
Tree Planting (includes plant installation, labor, tree species, materials and supplies, prices includes all tree species unless otherwise noted)	Unit price (tree)
15 gal tree	
24" box tree	
36" box tree	
48" box tree	
60" box tree	
Services	Unit per hour
Arborist Services	
Crane including operator (specify size)	
Specialty equipment incl. operator (list equipment)	
Water truck or tow behind trailer (specify)	
Front loader	
	Unit Price per plan
Traffic Control Plan (each)	

**Section 329000
Planting**

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of landscape items, including all trees, shrubs, groundcovers and turf; maintenance for the establishment of new plant materials; and all necessary appurtenances for proper planting, noted or implied, as shown on the Plans and as specified herein.

1.03 Related Work

- A. Section 312000: Earthwork
- B. Section 328400: Irrigation System

1.04 Quality Assurance

- A. Provide an experienced foreman who shall directly supervise the work force during all work to be performed under this contract. The foreman shall be present during the time when work is to be performed.
- B. Plant material shall conform to current "American Standards for Nursery Stock" and the State of California Grading Code of Nursery Stock, No. 1 grade. Use only nursery-grown stock.
- C. All plant material shall be certified free of plant diseases and insect infestations from the County Agricultural Commissioner as required by law. Each shipment of plant material shall be required to have clearance certificates.
- D. Prior to planting, a soils fertility test/analysis shall be conducted by an accepted and qualified testing laboratory. Test results shall contain existing nutrient levels, soil texture, cation exchange capacity, soluble salts, pH levels, infiltration rates and recommended soil amendments/fertilizers to ensure proper growth of the specified plantings.

1.05 Submittals

- A. Submittals for specified items are not required; however, submittals are required for any proposed substitutions or deviations from the Plans or Specifications. Additionally, submittals are required for the specific items listed below. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". Submittals are required on the following items:

1. Bark mulch material,
2. Certificates of compliance for turf seed mix, soil amendments, fertilizers and hydroseed mix,
3. Soils test for imported fill material with soil amendment recommendations.

1.06 Soil Testing

- A. Testing for humic acids shall be conducted using the California Department of Food and Agriculture (CDFA) Testing Method or the Humic Product Trade Association (HPTA) Testing Method. Soil Tests shall include macro nutrients, micro nutrients, lime, base saturation, pH, sodium, boron, salinity, Cation Exchange Capacity (CEC), and phosphorous. Phosphorous levels and humic acids in soils shall be clearly identified in the soils analysis.

Submit soils report for review and approval. Soil Testing shall be performed by agriculture based lab that can produce a detailed soils report based on microbiology.

1.07 Product Delivery, Handling and Storage

- A. All materials shall be delivered bearing nursery label with botanical, common names, including cultivars.
- B. Carefully handle plant material to ensure that limbs are not broken during the planting or storage of the material.
- C. Store plant material in a covered area on-site, protected from inclement or hot weather on-site. Keep root balls moist by frequent watering (during hot weather) of all accepted stock until such time as planting occurs.

1.08 Inspection of Plant Material

- A. Notify the Project Manager a minimum of 48 hours prior to date of delivery. All plant material is subject to inspection at the time of delivery. A sample number of plants will be inspected for the following items:

Stock to be consistent with CALFIRE Nursery/Tree Quality Cue card, Root Management Cue Card.

If the sample....	then the plant shall be...
is healthy, shapely and well rooted,	accepted.
bears a strong central leader	accepted.
is wilted, wind-blown or sunburned,	rejected.
is root-bound, restricted or deformed,	rejected.
does not bear a strong central leader or has been severely pruned back,	rejected.

- B. 15 gal tree needs to have at least 1" in basal caliper, a 24" box tree needs to have at least 2" in basal caliper, a 36" box tree needs to have at least 3" in basal caliper. Basal caliper is measured as 6" above the ground.
- C. Based on the sample inspection, the Project Manager or Inspector reserves the right to reject any or all of the plant material delivered. All rejected plant material shall be immediately disposed of off-site.

1.09 Record Drawings

- A. The Contractor shall keep an accurate record of the as-built conditions of the landscaping. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

PART 2 – PRODUCTS

2.01 Plants

- A. The material to be planted shall conform to that indicated on the plans, unless otherwise accepted. The quantity shown on the Plans is approximate and is furnished for convenience only. Verify all quantities prior to ordering plant material.

2.02 Turf

A. Turf shall be seed or sod.

- B. 98% pure, weed-free mixture with a minimum of 95% germination. Deliver on-site unopened and in the original containers.

- i. Tall Fescue
100% Turf Saver RTF (Rhizomonous Tall Fescue)
by Barenbrug or accepted equal.

- ii. Rhizome – Active Tall Fescue Blend
34% Traverse Turf-type Tall Fescue
33% 3rd Millennium Turf-type Tall Fescue
33% Rhambler Turf-type Tall Fescue
by Pacific Coast Seed or accepted equal.

C. Turf seed mix shall be Blue tag certified:

D. Sod must be accepted by the Project Manager prior to ordering.

2.04 Soil Amendment

- A. As recommended by soils test.

2.05 Mulch

- A. Regular "Walk-on" fir bark as manufactured by Redi-Gro Corporation, Sacramento, CA (916) 381-6063, Mallard Creek, Inc, Rocklin, CA (916) 645-1681, My Bark Company, Inc., Linden, CA (209) 649-4250 or accepted equal.
- B. Trees shall be mulched with hardwood or softwood woodchips materials such as oak, white fir, Douglas fir, or cedar. Decorative bark, shredded lumber or saw dust, and construction debris are not permitted. The mulch must be free of needles.

2.06 Topsoil

- A. Stockpiled, on-site material.
- B. Imported topsoil shall be natural, friable, well-draining, free from admixture of subsoil and foreign objects larger than one inch (1") in diameter, free from toxins or any other harmful substance which may deter healthy plant growth.**
- C. Perform a soils test for all imported soil. Soil test shall comply with Section 1.06. Submit soils report for review and approval prior to import activities.

2.07 Pre-Emergent

- A. Clean, and non-staining. Consult with a pesticide specialist.

2.08 Tree Stakes and Ties

- A. Two (2) inch diameter by ten (10) feet long minimum, lodge pole pine or Douglas Fir (pressure or non-pressure treated).

- B. Ties to be "Cinch ties made by VIT products, 32" long,

2.09 Native Hydroseed Mix for Erosion Control

- A. Mix for natural areas or erosion control purposes, See Section 312000, paragraph 2.08.

2.10 Native Broadcast Seed

- A. Where required, broadcast seed shall be applied as follows:

1. Upland areas (to 3' above swale bottom)
Elymus claucus (Blue Wildrye) 10.0 lbs/acre
(add remainder of list from Overarching Open Space Management Plan)
2. Channel / Wetland Edges (to 3' upslope above water surface level)
Elymus Trachycaulus (Slender Wheatgrass) 12.0 lbs/acre
(add remainder of list from Overarching Open Space Management Plan)
3. Wildflowers
Clarkia amoena (Farewell to Spring) 0.5 lbs/acre
(add remainder of list from Overarching Open Space Management Plan)

- B. Areas with sandy, dry soil shall receive: Zorro Annual Fescue 6 lbs/acre
Rose Clover 9 lbs/acre

- C. A fertilizer consisting of 15-15-15 shall be applied at a rate of one half pound per 1,000 square feet. Fertilizer shall be Natural-based, slow release, and balanced in N, P, & K.

- D. Seed for creek banks shall conform to the latest requirements of the California Department of Fish and Game.

PART 3 - EXECUTION

3.01 Site Preparations

- A. Prior to start of landscaping work, review the site conditions to verify that final grades have been established, plant/turf beds are weed free, and the irrigation system is operational as shown on the Plans and as indicated in the Specifications.
- B. For landscaping within all street right-of-ways, conduct a soils analysis test of the existing soils and remove all lime-treated soils, aggregate base or other non-organic material to a minimum depth of two feet before planting or irrigation installation. Import topsoil to bring the finish grade to specified grades. Submit the soils analysis test results of the imported material prior to import.

- C. Notify the Inspector immediately of any existing conditions which are unacceptable for the commencement of landscaping work.

3.02 Coordination of Work

- A. Coordinate all work with other trades.

3.03 Preparation of Planting and Turf Areas

- A. Upon completion of grading and underground activity, Contractor shall obtain a soils test as outlined in 1.06.
- B. Place stockpiled topsoil in all areas to receive planting or turf to a minimum depth of twelve inches (12").
- C. Rip topsoil surface in two directions to a minimum depth of twelve inches (12").
- D. Spread soil amendments at the rates indicated in the soils report.
- E. Rototill amendments to recommended depths. Till amendments to a depth of 4" or as recommended by soils report.
- F. Remove all rock and debris which are greater than ½ inch in areas to be turfed and one inch (1") in areas to be planted.
- G. All planted and turf areas to be smooth and uniform in grade as shown on the Plans.
- H. Planting areas to be sloped to drain as shown on the Plans.

3.04 Storage of Plants and Trees

- A. All plant material that is stored must be adequately watered including weekends and holidays in order to assure survival of the plant material and to prevent plant shock.
- B. If the plant material has already been planted but the irrigation system is not yet functioning the plant material must be adequately watered including weekends and holidays to assure the survival of the plant material and to prevent plant shock.

3.05 Plant Installation

A. Tree and Shrub Planting

1. Remove only those plants which will be planted the same day. Place such plants in the proposed locations for review and accepted by the City prior to actual planting. Notify the Inspector a minimum of 48 hours prior to day of planting.
2. Dig planting pits as shown on the Plans and as shown in the Parks Construction Standards. Scarify the sides and bottom of pit to prevent glazing. Fill pit completely with water and allow the water to completely drain from the pit prior to actual planting.
3. Relocate any plantings taller than 6" in height that fall in front of any irrigation head in order to ensure proper coverage of the irrigation system.
4. For pits that retain water, completely penetrate the hardpan layer at the bottom of the pit and backfill with topsoil. Fill pit with water to test and ensure proper drainage.
5. Prior to tree planting a central leader needs to be established. Codominant leaders need to be removed or suppressed. Refer to the CALFIRE Pruning at Planting Cue Card contained in Section 5 of these Standards.
6. Plants shall be removed from their containers only at the time of placement within the plant pit. Perform root pruning on all four sides of the root ball by shaving and cutting away the root ball periphery to reduce the amount of circling roots. Starting from the top and then cutting/slicing down to the bottom of the root ball. On a 15 gal container at least 1-1.5 inches of the root ball periphery needs to be removed by slicing or shaving. On a 24" and 36" box tree at least 2 inches of the root ball periphery needs to be removed by slicing or shaving. A sharp hand pruning saw needs to be used for the slicing or shaving of the root ball. See detail Section 5 of these Standards for slicing/shaving. This process will remove many girdling and circling roots deflected by the container wall and allows for root penetration within the planting basin. Spread all roots to the side to allow proper root development. Add native backfill and amendments as shown in the Parks Construction Standards and as recommended by the soils testing laboratory.

7. Plant tree at least three inches (3") above grade on mount to prevent bowl effect; creation of plant basins is not permitted. The tree's beginning root flare must be located at top of grade with installed sod.
8. Carefully place plant into the plant pit without damaging the root ball. Water the backfill until saturated.
9. Construct berm and place tree stakes and mulch per the Parks Construction Standards. Mulch is required for trees within the turf area. The creation of plant basins shall be avoided to prevent decay on the tree's root system.
10. Where mowing will occur, provide an eight-foot (8') minimum clearance between trees and other site improvements, including shrubs.
11. Tree ties should be installed via a figure eight loop and each tie shall be secured with a nail on the tree stake.

B. Groundcover Planting

1. Place groundcover plants in neat, straight, and parallel rows, triangularly spaced as shown on the Plans and as indicated herein.
2. Start the first row of planting one-half the distance required per Plan from the edge of the adjacent hardscape, mowband or header board.
3. Groundcover shall be installed to the outside edge of the water basins of trees or shrubs.

**3.06 Turf Planting
(Seeding)**

- A. Remove all "humps" and depressions prior to seeding.
- B. Ensure that the wind is not a factor in the seeding process.
- C. Sow the seed with an accepted spreader, starting with half the required application rate in one direction and the second half in a second direction perpendicular to the direction of the first application.
- D. Rake seeded areas lightly to cover seed.
- E. Keep seeded areas moist until seed has germinated.
- F. Apply seed at 8-lbs/1,000 sf.

(Hydroseeding for turf or natural areas)

- A. Lightly scarify areas to be hydroseeded.
- B. Tank, hose and associated apparatus must be thoroughly clean and free of debris or other material prior to placement/spraying of seed.
- C. Hydroseed turf mix shall contain the following:

Material	Application Rate
Turf Seed	Per Manufacturer's Recommendations
Wood Cellulose Fiber Mulch	60 lbs. per 1,000 SF
Binder	Per Manufacturer's Recommendation
Fungicide turf only	1/3 lb. per 1,000 SF
Fertilizer	Per soils lab recommendation and as approved by Parks, Recreation & Libraries Department
Soil Conditioner	Per Soil Conditioner soils lab recommendation and as approved by Parks, Recreation & Libraries Department

- D. Blend mix in a hydraulic mixer until all material is consistently blended.
- E. Apply mix at a rate of 125 pounds per 1,000 square feet unless otherwise recommended by the manufacturer.
- F. Spray mixture consistently over the area to be hydroseeded. Protect adjacent areas such as paving, walls, play areas and other from overspray.
- G. At the end of each day of spraying operations, clean up all areas where overspray has occurred.
- H. Once seed is placed, it should not be allowed to dry out.

(Sod)

- A. Remove all "humps" and depressions prior to sodding.
- B. Keep all sod rolls shaded and moist prior to installation.
- C. Do not store sod rolls more than one (1) day. Sod shall be laid upon delivery.
- D. Unroll sod one at a time for immediate installation.
- E. Provide tight seam between rolls of sod (less than 1/8" gaps).
- F. Stagger rows so that the ends of sod rolls are stepped.
- G. For turf areas where sod is partially provided, add topsoil at all transition edges to same as finish grade.

3.07 Mulch

- A. Prior to placing mulch, apply weed control in all planting areas, per manufacturer's specifications.
- B. Apply three inches (3") of mulch in all shrub/groundcover areas.
- C. Mulch shall be placed circular around the tree base, three (3") inches away from the tree trunk, and at least (4) four feet in diameter with a thickness of (3) three inches

3.08 Watering

- A. Upon completion of each planting or turf area, irrigate appropriately to ensure proper health and growth.
- B. Continually adjust the irrigation for plant needs regardless of air temperature.

3.09 Clean-up

- A. Upon completion of planting operations, collect and remove from site all empty plant containers, debris, rubbish and other trash.
- B. Sweep clean and wash all hardscape areas.
- C. Clean up shall occur, at minimum of once a week, at the end of the work week.
- D. Maintain the entire site in a clean condition to the satisfaction of the City.

3.10 Pre-Final Review

- A. The project shall be substantially complete prior to conducting a Pre-Final review. Partial acceptances will not be granted.
 - 1. All construction items.
 - 2. Installation of all site furnishings, including lights and signs.
 - 3. All planting, including weeding of planting areas.
 - 4. Seeding of all turf areas is complete.
- B. Notify the Inspector of the request for a Pre-Final review a minimum of one week prior to the requested date.
- C. A punch list shall be formulated at the Pre-Final review. Performance of the Pre-Final review shall not automatically trigger the start of establishment. The City shall have sole discretion in determining the appropriateness of the commencement of the establishment period.

3.11 Establishment Period

- A. The establishment period shall not commence until:
 - 1. After the second mowing of completely germinated turf. Upon completion of the second mowing, the Contractor shall notify the Project Manager in writing of such and the date of which the mowing occurred. The establishment period shall begin on the indicated date of the second mowing. Second mowing is defined as full coverage of turfed area 90% weed free.
 - 2. Root depth – Turf grass roots shall be healthy, creamy-white in color and be 4" or greater in length/depth as measured from the soil surface to root tip. This shall be consistent throughout turfed area.
- B. The watering schedule shall be continually adjusted to ensure proper watering of trees, plants and turf. At no time shall pools of water within tree/plant basins or in low areas of turf be evident. Conversely, at no point shall dry or under-watered spots be visible upon inspection. Watering schedules must be constant managed during the establishment period to stimulate proper growth of turf and plantings.
- C. The establishment period for parks shall be a minimum of ninety (90) calendar days or until final acceptance of the project by the City.
 - a. All required 'turn-in' items shall be submitted to the City prior to the start of establishment. Delays in this submission could delay the start of establishment or extend the ninety (90) day period.
 - b. Prior to the start of the final thirty (30) days of establishment, all punch list items and plant replacements shall be completed. All certifications and testing shall be completed. The lack of active

maintenance prior to the final thirty (30) days may constitute a delay in the start of the final thirty (30) days of the establishment period.

- c. All plantings and turf shall be thriving and in a healthy condition.
- D. The establishment period for streetscapes shall be a minimum of thirty (30) calendar days or until final acceptance of all related street improvements subject to approval of a Certificate of Completion by the City Council
 - a. All required 'turn-in' items shall be submitted to the City prior to the start of establishment. Delays in this submission could delay the start of establishment or extend the thirty (30) day period
 - b. Prior to the start of the thirty (30) days of establishment, all punch list items and plant replacements shall be completed. All certifications and testing shall be completed. The lack of active maintenance during to the thirty (30) days may constitute a delay in the completion of the thirty (30) days.
 - c. All plantings and turf shall be thriving and in a healthy condition.
- E. All areas within the project site shall be protected against damage including vandalism, erosion, trespass, rodents and other acts. Immediately repair all damaged areas.
- F. All walkways and paved areas shall be kept clean and all debris within planting and turf areas shall be immediately removed.
- G. The irrigation system shall be checked weekly to ensure proper operations. Make all necessary adjustments, including watering schedule to ensure proper and healthy plant growth.
- H. Immediately replace all dead plants.
- I. Maintain turf to a height of two and one half inches (2-1/2") for cool season turf varieties and one and one half inches (1-1/2") for warm season turf varieties. Maintained height shall be measured from the surface of finish grade to the top of the leaf blade throughout the establishment period, and mowed as frequently as required to maintain said height. Root mass/depth must remain consistent as measured at the start of establishment or greater.
- J. Edge all turf areas as required.
- K. Re-seed all bare areas within the turf as soon as evident.
- L. As necessary, raise all trees and shrubs which have sunk within the plant pit beyond the levels indicated in the Parks Construction Standards.
- M. Keep all areas free of weeds.

- N. For trees located in turf areas, maintain a circle free of turf at a distance of three feet (3') out from the tree per PK-20 and PK-21.

3.11 Final Review

- A. The Inspector shall conduct a final walk through a minimum of two-weeks prior to the end of the establishment period. The Inspector shall be reviewing the site for completion of all items noted in "B" below in addition to any corrective action required to enter into the final thirty (30) days of establishment or the final hand-over to the City.
- B. The site shall be prepared for review, by ensuring that
1. all spray heads have been properly adjusted,
 2. dead plants have been replaced,
 3. planting and turf areas have been weeded,
 4. walkways and paved areas have been swept and washed,
 5. all nursery stakes have been removed, and
 6. turf roots shall be creamy-white in color and be a minimum of 4" in length/depth as measured from soil surface to root tip-consistent throughout turf area
- C. Failure to complete any one or all of the above items may constitute non-performance of the final review and will require re-scheduling. In this case, the cost of the extended establishment period shall be at no additional cost to the City

PART 4- GUARANTEE

4.01 General

- A. Contractor shall provide a written guarantee covering all plant materials (trees & shrubs) furnished by him to be free of all defects or disease and that all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.

(For all park construction projects)

- B. All plants, except those provided by the City, shall be warranted for a period of one (1) year, commencing on the date of final acceptance. The warrantee shall be as outlined in Section 011000: Summary of Work, paragraph 1.16.

(For all streetscapes, street landscape frontage, street medians and Lighting & Landscape District projects.)

- C. All plants, except those provided by the City, shall be warranted for a period of nine (9) months, minimum, commencing on the date of final acceptance. Warrantee responsibilities expire upon acceptance and approval of the "Certificate of Completion" for the overall development project. The warrantee shall be as outlined in Section 011000: Summary of Work, paragraph 1.16. Sub-section B shall reflect the nine (9) month period.

END OF SECTION



April 8, 2016

City of Roseville

Attn: City Clerk Department

311 Vernon Street

Roseville, CA 95678

RE: Tree Pruning & Tree maintenance Services

Due: Monday, April 11, 2016 at 3:00PM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) with the opportunity to submit a proposal to provide tree maintenance services for the City of Roseville. WCA is a family-owned and operated company employing over 750 full-time employees providing various tasks to achieve one goal: serving communities who care about trees and landscape. We have reviewed, understand, and agree to the terms and conditions described in this RFP and have received Addendum #1 issued on 4/5/16. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability with no exceptions.

WCA's corporate values include listening to customers and employees that will help to improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees. WCA's top management team has created a culture where employees become accountable for actions and results.

WCA has a 43-year track record of working for more than 200 California, Arizona and Nevada municipalities and other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Boards under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service) as well as Class C27 (Landscaping). We currently employ over 75 Certified Arborists and over 100 Certified Tree workers, as recognized by the Western Chapter of the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. Should we be awarded this project, we shall use full-time, in-house employees; no subcontractors will be used.

Our employees operate from one of our Anaheim, California offices: Anaheim (Corporate HQ), Ventura, San Diego, Riverside, Fresno, San Jose and Stockton. For questions related to this proposal and who has the authority to negotiate, please contact Victor Gonzalez, V.P. Marketing, at (714) 991-1900 or at vgonzalez@wcainc.com. Jason Pinegar, Area Manager, will be assigned to this project should WCA be awarded this contract. He can be reached at (408) 210-6415 or at jpinegar@wcainc.com.

Sincerely,

Victor Gonzalez
Vice President

IMPORTANT

04/05/2016

TO: Proposers

FROM: Michael Neumann, Parks, Recreation & Libraries Department

RE: RFP Tree Pruning & Tree Maintenance Service

*******ADDENDUM ONE*******

Please note the following revisions, which represent one attachment:

Question: In reviewing the bid sheet I noticed that the Tree & Stump removal unit price has the word tree in parentheses. All of the other removal line items list the unit price per inch.

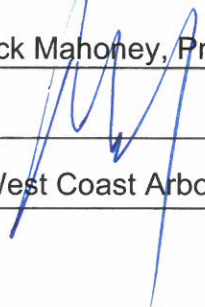
Answer: This is an error on the current cost proposal bid sheet. Please provide bid for Tree & Stump removal with unit price per inch, **NOT per tree**, and use the revised cost proposal bid sheet.

You must acknowledge receipt of this addendum by signing below and faxing or emailing to fax# (916) 746-1759 or mneumann@roseville.ca.us prior to (April 11th, 3:00PM).

Please also include a signed copy of the addendum with your proposal.

I acknowledge receipt of Addendum One

Name Patrick Mahoney, President

Signature 

Company West Coast Arborists, Inc.

Date 4/5/16

CITY OF ROSEVILLE

CITY OF ROSEVILLE

TREE PRUNING & TREE MAINTENANCE SERVICES



Anaheim, CA (Corporate Office)
2200 E. Via Burton St., Anaheim, CA 92806

Regional Offices:

Fresno, CA	Riverside, CA	San Jose, CA	Ventura, CA
Phoenix, AZ	San Diego, CA	Stockton, CA	

WCA 
800.521.3714 • WCAINC.COM

WCA, INC.:

FIRMS QUALIFICATIONS

Anaheim, CA (Corporate Office)

Regional Offices:

Fresno, CA	Riverside, CA	San Jose, CA	Ventura, CA
Phoenix, AZ	San Diego, CA	Stockton, CA	

"Tree care professionals serving communities who care about trees."

West Coast Arborist's (WCA) is a family-owned and operated company employing over 750 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We are proudly nearly 250 municipalities and public agencies. We provide superior and safe operations seven days a week, 24 hours per day throughout California, Arizona, and Nevada.

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy.

We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality

work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.

COMPANY INFORMATION

President: Patrick Mahoney
 Organization Type: Corporation
 Established: 1972
 Federal Tax ID: 95-3250682
 DIR Registration: 1000000956



CONTRACT ADMINISTRATION

Corporate Office
 Victor Gonzalez, Vice President
 2200 E. Via Burton St.
 Anaheim, CA 92806

Phone: (714) 991-1900
 Fax: (714) 991-1027
 Email: vgonzalez@wcianc.com

FIELD MANAGEMENT

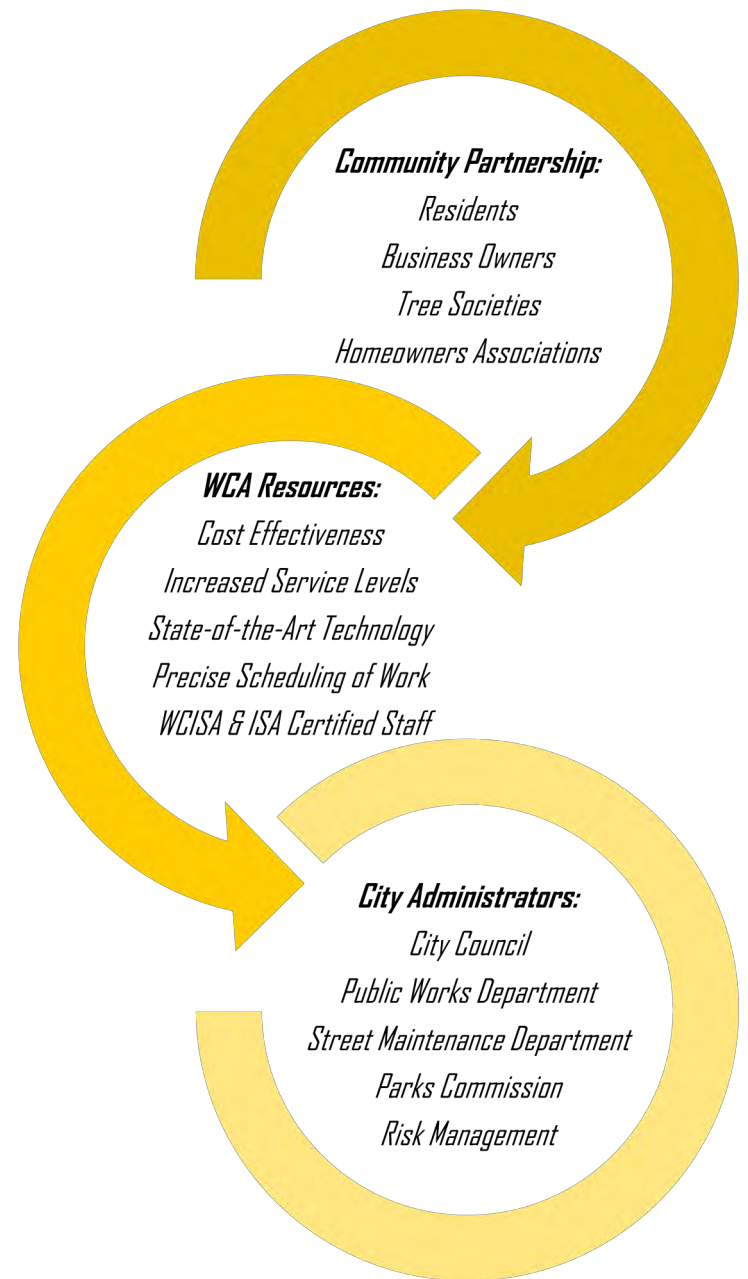
Regional Office
 Jason Pinegar, Area Mgr.
 436 W. Scotts Ave.
 Stockton, CA 95203

Phone: (209) 547-0297
 Fax: (209) 547-0385
 Email: jpinegar@wcainc.com

INTERACTIVE PARTNERSHIP

We believe in an Interactive Partnership where our customers can confidently rely on WCA to assist them with any of their tree care needs. Our goals in urban tree care are to extend the life of all trees, preserve public safety, and produce a reliable source of shade and beauty all while accentuating the many benefits that result from healthy trees in parks and City right-of-ways.

WCA is committed to a pro-active policy that reflects our sense of corporate and social responsibility. We have the qualifications, equipment, and corporate capabilities to meet the community's environmental and public safety needs. Our certified teams ensure the community that the work performed will be in accordance with industry standards. Our large fleet of equipment allows us to dedicate specific pieces to the City. Our support staff aids the field team with tailored information and database access which provides communities with a comprehensive urban tree care program.



WCA, INC.

ORGANIZATIONAL CHART

- Software Development
- Training & Support
- Internal Operating System
- ArborAccess

INFORMATION TECHNOLOGY



- Preventative Maintenance
- Major Repairs
- Gear/ Supplies / Equipment

FLEET SERVICES



- Arboricultural Training
- Customer Service Training
- Safety Training
- Certification Training/
Admin

SAFETY PROGRAM



- Contract Administration
- Public Relations
- Insurance/ Bonds/
Business Licenses

MARKETING



- Customer Service
- Billing
- Human Resources
- Claims
- Accounting
- Office Administration

CONTRACT SERVICES



- Area Managers
- Supervisors
- Crew Development

FIELD SERVICES



- Tree Production
- Recycling Services
- Logs to Lumber

NURSERY OPERATIONS



WCA, INC.

CORPORATE CAPABILITIES

GENERAL BUSINESS STATEMENT

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61 & C27
- Over \$2,000,000 line of credit available
- Bonded by CBIC, an A+ rated company
- Approximately 750 employees
- Nearly 250 contracts with public agencies
- Over 75 Certified Arborists
- Over 100 Certified Treeworkers
- Drug-free workplace
- 14,000 sq. ft. *company-owned* Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 500,000 trees **pruned** annually over past 3 years
- Avg. 18,000 trees **removed** annually over past 3 years
- Avg. 14,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$5 million
- Federal Tax ID #95-3250682, current on all taxes and filings with state and federal government
- Sales volume over \$80 million annually
- Retained earnings of over \$7 million
- Fleet of approximately 1,000

 State of California CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE	
License Number 366764 Business Name WEST COAST ARBORISTS INC Classification(s) C61/D49 C27 Expiration Date 12/31/2016	Entity CORP 
www.cslb.ca.gov	

Active Memberships:

- International Society of Arboriculture (ISA)
- Maintenance Superintendents Association (MSA)
- California Landscape Contractors Association (CLCA)
- Tree Care Industry Association (TCIA)
- Street Tree Seminar (STS)
- California Urban Forest Council (CaUFC)
- American Public Works Association (APWA)

A list of employees holding the licenses and certifications below is available upon request.

75+ Certified Arborists

International Society of Arboriculture (ISA) Arborist Certification provides an educationally challenging program designed to advance the knowledge and proficiency levels in the tree care profession. Having an ISA Certified Arborist oversee a tree project is vital for the quality and craftsmanship of proper urban tree care. Our Arborists accumulate at least 10 Continuing Education Units (CEUs) annually, which help to ensure that they are keeping up with the latest research and techniques. *Municipal & Utility arborists are on staff as well.

100+ Certified Tree Workers

The purpose of the ISA Tree Worker Certification is to establish a meaningful standard of skill and work quality, to establish and measure a level of training and knowledge, and to promote safe work practices. In an effort to provide the best possible urban tree care, WCA hires, trains and assigns Certified Tree Workers for our projects. This insures that a minimum level of training and knowledge for arboriculture has been obtained and that safe work practices and overall safety will be performed. We ensure continuing education and training for those Tree Workers who may wish to gain knowledge in arboriculture or who may want to become Certified Arborists.

1 Certified Urban Forester

The California Urban Forests Council's Certified Urban Forester program recognizes, encourages, and enhances the education, experience and professional status of urban forestry professionals. Andrew Trotter has completed the Certified Urban Forester Program and has been granted certification #103.

2 Board Certified Master Arborist

This is the pinnacle recognition earned through the International Society of Arboriculture. The rigorous requirements to qualify for the exam include vast arboriculture experience combined with a high level of current industry knowledge.

20+ Certified Tree Care Safety Professional

The intent of certifying employees through the Tree Care Industry Association (TCIA) Certified Tree Care Safety Professionals (CTSP) is to improve our employee's well-being by empowering and encouraging the development of a culture based around safety. Currently, WCA has the greatest number of CTSP's in the state of California.

80+ WCA Certified/ 20 ISA Certified Utility Line Clearance Tree Workers

The State's Occupational Safety and Health Administration (Cal/ OSHA) requires employers of line clearance tree trimmers and aerial lift operators to ensure that their workers have received specific training in accordance with the American National Standard's Institute Z133.2 guidelines. We have an extensive training program that aids in the continued development of our employees.

4 Licensed Pest Control Applicator/ Dept. of Pesticide Regulation

California Agriculture Production Consultants Association (CAPCA) is a professional association that promotes and educates the licensed Pest Control Applicator (PCA), thereby fostering the highest quality pest management standards while recognizing our responsibility to the public, our employees, and the environment.

Certified ATSSA Traffic Control

The American Traffic Safety Services Association (ATSSA) provides quality roadway safety education and training. Their progressive and innovative approach to training and education has made them the state-recognized leader in traffic control safety.

Certified Wildlife Protector

WCA has certified wildlife protectors on staff. These certified protectors have been specially trained to abide by the migratory treaties Act of 1918 which includes preventing disturbances during the bird nesting cycle. WCA will make every attempt to protect all birds (including migratory birds) animals and nests within trees. Before commencing work a visual inspection of the entire tree will be performed, if an active nest is identified staff will attempt to prune around the nest without disturbing its shelter and protection from weather elements and potential predators. Upon request, further information on our certified staff and our work practices as related to Wild Life Protection is available.

WCA, INC.

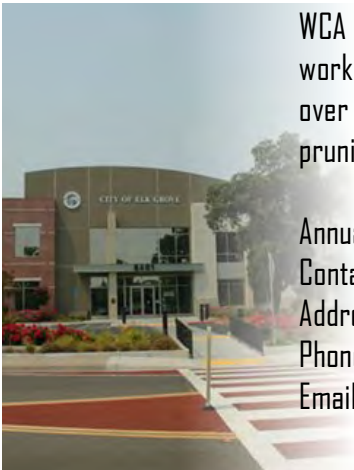
EXPERIENCE & REFERENCES

CURRENT CONTRACT WORK EXPERIENCE

West Coast Arborists understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the City's entire urban forest.

City of Elk Grove

Since 2009

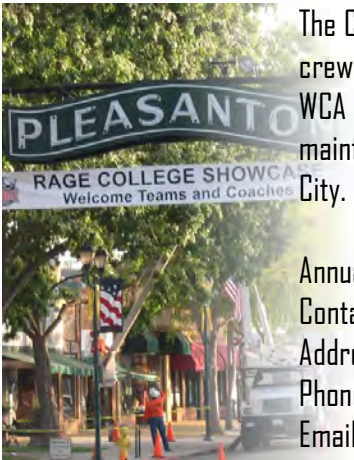


WCA works for both the City of Elk Grove and the Consumes Community Service District, we have crews working year-round in this area. In 2011 WCA completed a two year tree inventory that accounted for over 50,000 city-owned trees. WCA has worked with city staff on the implementation of a 5 year zone pruning plan in an effort to establish a proactive tree maintenance program.

Annual Budget: \$600,000
 Contact: Steve Sims, Facility Manager
 Address: 8820 Elk Grove Blvd., Suite 3, Elk Grove, CA 95624
 Phone: (916) 869-3696
 Email: stevesims@csdparks.com

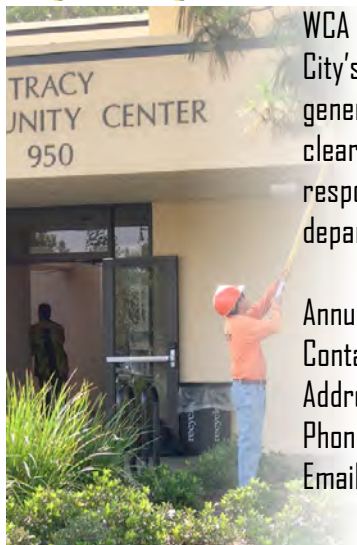
City of Pleasanton

Since 2000



The City of Pleasanton and WCA have been working together on the City's urban forest since 2000. City crews maintain parks and new plantings while WCA crews maintain streets and corridor maintenance. WCA also provides emergency response for the City along with the City's tree removal program. WCA maintains the City's street tree inventory of over 24,000 sites. WCA provides a year-round crew to the City.

Annual Budget: \$425,000.00
 Contact: Tim Annear, Parks Coordinator
 Address: P.O. Box 520, Pleasanton, CA 94566
 Phone: (925) 931-5576
 Email: tannear@cityofpleasantonca.gov

City of Tracy**Since 2004**

WCA provides full scale tree maintenance services to the City of Tracy. We are linked directly to the City's government outreach program that links our tree inventory records to service requests generated by the City's residents. These services include grid pruning, service request prunes, clearance pruning, tree removal and replacement, consulting arborist services, and emergency response. WCA has also performed two independent tree inventories, one for the Streets and Parks departments and another for their Landscape Maintenance Zones.

Annual Budget: \$1,400,000

Contact: Don Scholl, Superintendent, Parks, Landscapes, and Sports Fields

Address: 520 Tracy Blvd., Tracy, CA 95376

Phone: (209) 831-4420

Email: don.scholl@ci.tracy.ca.us

City of Davis**Since 2001**

Primarily WCA performs tree maintenance services for all of Davis' city-owned trees including emergency crew response and other services on an as-needed basis. This project is an annual contract. WCA also performs line clearance for the City to ensure that utility service is uninterrupted.

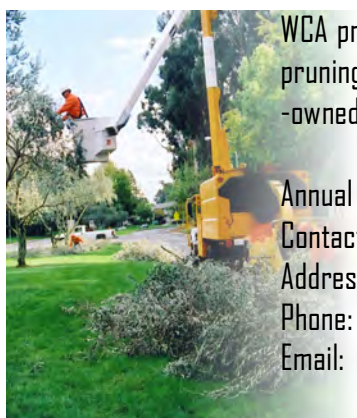
Annual Budget: \$425,000

Contact: Rob Cain, Urban Forest Manager

Address: 1818 5th Street, Davis, CA 95616

Phone: (530) 757-5626

Email: rcain@cityofdavis.org

City of San Ramon**Since 2000**

WCA provides as-needed service request maintenance for the City of San Ramon. Service includes grid pruning, service pruning, large tree removals, and emergency response city-wide and at a number of city-owned facilities including the fire houses.

Annual Budget: \$450,000

Contact: Matt Early, Maintenance Supervisor

Address: 2226 Camino Ramon, San Ramon, CA 94583

Phone: (925) 973-2833

Email: mearly@ci.san-ramon.ca.us

WCA, INC.

QUALIFICATIONS OF TEAM

Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.



INTRODUCTION

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.

WORK FORCE

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement.

The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on prevailing wage determination "Tree Maintenance Laborer."

CERTIFICATION

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

CREW EVALUATION

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.

MANAGEMENT TEAM



Patrick Mahoney, President



Rose Epperson, Vice President



Richard Mahoney, Vice President



Randy Thompson, Vice President
Area Manager



Andy Trotter, Vice President
Filed Operations Manager



Debbie DePasquale, Vice President
Contract Services



Chris Crippen, Vice President
Management Information Systems



Victor Gonzalez, President
Marketing

PATRICK MAHONEY, PRESIDENT

Professional Registration

ISA, Certified Arborist #WE-1172A

Professional Affiliation

Founder - Southern California Tree Trimmers Jamboree

Past President and Honorary Lifetime Member - Western Chapter ISA

Served 1989-97- ISA Certification Committee

Award of Merit - Western Chapter ISA, 1997

Award of Achievement - ISA, 1998

Society of Commercial Arborists

Municipal Arborists Association

Street Tree Seminar

Tree Care Industry Association

Maintenance Superintendents Association

Utility Arborists Association

California Oak Foundation

Mr. Mahoney founded West Coast Arborists, Inc. in 1972. As President and Chief Executive Officer, Mr. Mahoney oversees the complete operation of the company. Under his direction the company has grown from 3 employees and 2 trucks to over 600 employees with a 700 plus unit fleet. In December of 2009, the Anaheim Chamber of Commerce honored Patrick as the "Business Champion of the Year" for 2009. The Business Champion of the Year Award recognizes an individual who uses their professional expertise and talents in activities that promote business and the Anaheim community.

ROSE EPPERSON, VICE PRESIDENT

Professional Registration

B.S., Business Administration, Argosy University, Costa Mesa, CA

American Society of Consulting Arborists, Executive

ISA, Certified Arborist #WE-1045A

Mrs. Epperson has been with WCA since August 1979, and she has been a director at WCA since 1992. Her experience lies in accounting and administration. She is responsible for administrative and accounting functions on a corporate level. She has been involved in the implementation and management of our computerized accounting, estimating and job costing programs.

RICHARD MAHONEY, VICE PRESIDENT

Professional Registration

B.S., Business Administration, University of Houston, Houston, TX

ISA, Certified Arborist #WE-1171A

Mr. Mahoney has been with WCA since 1974 and has over 35 years experience in the tree care industry. He is responsible for internal operations, management of our fleet as well as overseeing facilities, supplies and purchasing. Prior to his present position with WCA, he spent two years as Vice President of Operations for Golden Coast Environmental Services, a computer oriented urban forestry consulting firm in Irvine, CA. With an extensive background in information systems management, he oversees the computer operations of WCA. He has also served as a member of the Board of Directors since 1978.

RANDY THOMPSON, VICE PRESIDENT/ AREA MANAGER

Professional Registration

ISA Certified Arborist #WE-1043A

TCIA, Certified Tree Care Safety Professional, #771

Wildlife Training Institute, Certified Wildlife Protector #581

Mr. Thompson has been with WCA since 1978. He has over 30 years experience in the arboriculture field. He is responsible for estimating, scheduling, contract administration, personnel and daily operation. He is responsible for field operations, customers service, and management of crews throughout Orange County. Through his employment he has gained valuable experience in computer estimating, tree inventory systems, and costing programs which are essential in the efficient operation of tree crews.

DEBBIE DEPASQUALE, VICE PRESIDENT/ CONTRACT SERVICES

Professional Registration

B.A., Entrepreneurial Management minor in Political Science,
California State University Fullerton, Fullerton, CA

ISA, Certified Arborist #WE-3812A

Employee of the Year, WCA 1995

Ms. DePasquale has been with WCA since November of 1993. Before that time, she worked as a consultant for WCA and was a Senior Account Executive for a finance company for five years. Her responsibilities include managing Customer Service, Billing, Administration and Human Resources. Ms. DePasquale has over 20 years computer experience and 17 years in the tree care industry.

VICTOR GONZALEZ, VICE PRESIDENT/ MARKETING

Professional Registration

M.A., Management
Redlands University, Redlands, CA

B.S., Engineering Technology – Construction Management,
California State University, Long Beach, Long Beach, CA

ISA, Certified Arborist #WE-7175A

ATSSA, Certified Traffic Control Designer #00236811

TCIA, Certified Tree Care Safety Professional, #761

Employee of the Year, WCA 2009

Mr. Gonzalez has been with WCA since June of 1999. During the previous two years, he worked as a Public Works Inspector for a private engineering firm serving cities in Orange and Los Angeles Counties. Before that time, he served the City of Bellflower for four years as an Executive Assistant to the Director of Public Services. His responsibilities included contract administration, project management, and customer service. He has over seven years of city government and public works experience and nearly 15 years in the tree care industry. He is a member of the firm's Management Team that provides strategic leadership and business development. He leads the sales force in developing its customer

ANDREW TROTTER, VICE PRESIDENT/ FIELD OPERATIONS

Professional Registration

CA Urban Forests Council, Certified Urban Forester #103

ISA, Certified Utility Arborist #WE-642AU

Wildlife Training Institute, Certified Wildlife Protector #533

TCIA, Certified Tree Care Safety Professional, #142

Mr. Trotter has been with WCA since August of 1982. Prior to that, he had eight years experience in the tree care industry. After working as a Foreman for eight years, Mr. Trotter was promoted to Field Operations Manager in March of 1990. As Field Operations Manager, he supervises all of the field operations as well as oversees our safety, training, nursery and wood recycling facility. He has been an industry leader in many key projects including United Voices for Healthier Communities Great Clean Air Planting Project, Toolkit for Developing Urban Forest Management Plans and the Western Chapter ISA's annual "Workday" fundraiser.

CHRIS CRIPPEN, VICE PRESIDENT/MIS

Professional Registration

Microsoft Certified Professional

Mr. Crippen has been with WCA since October of 1995. At that time, he had four years experience as a computer programmer for an insurance company. He supports the tree inventory software created by WCA, as well as customizes each software package for each City. In addition, he maintains the inventory databases compiled by the Inventory Specialists. He has over 18 years computer programming experience and over 14 years experience in the tree care industry.



PROJECT TEAM:

JASON PINEGAR, AREA MANAGER

Professional Registration

ISA, Utility Certified Arborist #WE-2039AU

NCCCO, Certified Crane Operator #050820987

ATSSA, Certified Traffic Control Designer #00236727

TCIA, Certified Tree Care Safety Professional #CTSP-259

Mr. Pinegar has been with WCA since December of 1993. Before that time, he worked for a residential tree service as a tree trimmer for two years. As an Area Manager, he is responsible for field operations and management of crews in the Northern California and Bay area. He is also involved in scheduling, evaluation and production of street tree maintenance. Mr. Pinegar has over 18 years experience in the tree care industry.



CALVIN HAUPT, SUPERVISOR

Professional Registration

ISA, Certified Arborist, #WE-1592A

TCIA, Certified Tree Care Safety Professional, #141

WCISA Certified Treeworker Climber, #647C

ATSSA, Traffic Control Technician, #228622

As Site Supervisor, Mr. Haupt is a full-time employee. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and insuring proper safety procedures are being followed. As Supervisor, Mr. Haupt is to communicate with city officials and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He assists in employee training programs, maintains records, and files daily reports and receipts.



TIM PATTERSON, CUSTOMER SERVICE REPRESENTATIVE

As the CSR (Customer Service Representative), Mr. Patterson is responsible for providing support to the Area Manager, Site Supervisor and crew. The CSR is to act as a liaison between the company and it's clients as well as the general public. The CSR is responsible for responding to Customer Service inquiries and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, public relations, errands, etc.

WCA, INC.

PROJECT UNDERSTANDING

All work performed will adhere to industry ISA and ANSI standards.



Services to be Performed

WCA, Inc. is a full-service tree maintenance company that is qualified and prepared to provide the most effective and efficient means of tree care services. Work can be ordered/requested via the "List Management" tool in ArborAccess (WCA's tree maintenance and management software program). Descriptions of the most common services are provided below:

**All work performed will adhere to industry ISA and ANSI standards.*

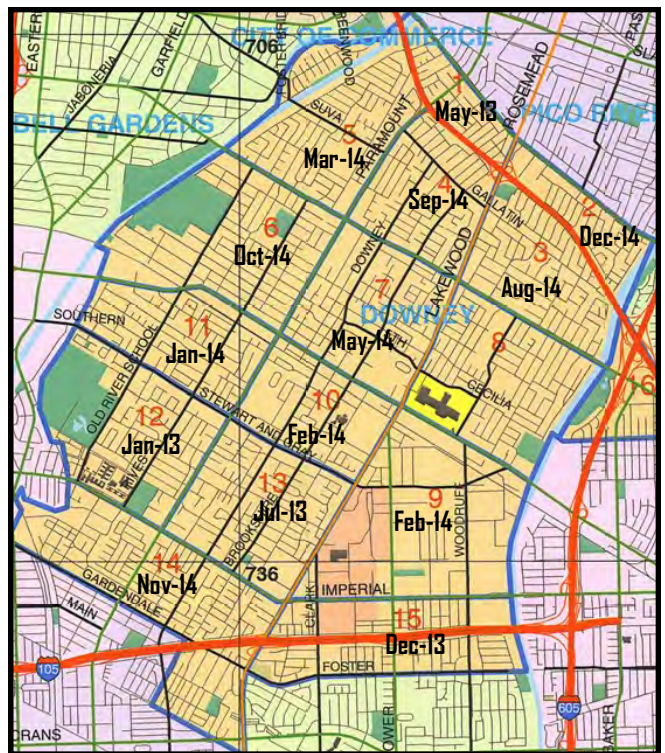
Tree Pruning Objectives:

- Reduce the risk of failure
- Provide clearance
- Reduce wind resistance
- Maintain health
- Influence flower or fruit production
- Improve a view
- Improve aesthetics
- Check for safety issues

Benefits of a Grid Tree Pruning Program

We can assist the Agency with updating or establishing grids for a long term pruning program. Maintenance should be performed throughout the entire fiscal year on a consistent basis.

Regardless of the amount of an Agency's tree management budget, systematic tree maintenance reduces costs in the long term.



Improved Public Relations

Citizens can be informed in advance when their trees are scheduled for service. This is a pro-active approach to manage the Agency's urban forest.

Equal Service

Every citizen receives service whether requested or not. Maintenance is not dependent on a formal request or individual. This helps reduce the need for "emergency" or "service request" pruning, and can prevent liability problems (such as dead or weak branches).

Preventive Maintenance- All Agency trees receive routine maintenance; problems are corrected before they reach crisis levels.

Improved Health- Grid/area pruning improves the health of the tree population through routinely pruning weakened or pest infested branches and developing sound and vigorously growing crowns.

Maintain a Capital Asset- The urban forest is one of the most valuable and overlooked capital assets. By investing in the systematic maintenance concept the Agency is maintaining its overall and real financial value to the community.

Reduced Liability- Due to the efficiency of grid trimming, all trees are serviced in a timely manner reducing liability exposure.

Efficient Record Keeping- The Foreman is able to update tree characteristic information on trees that our crew maintains over the trim cycle period. Records are maintained for current status and returned to the Agency for their files.

Clearance Pruning

Clearance pruning consists of removing branches to provide clearance from the top of the curb and sidewalk when practical, or as specified by the Agency. This operation also involves clearing limbs or branches away from wires, lights, building, and/or traffic signal devices. We will remove all trunk sprouts and suckers and clear limbs to provide for pedestrian travel above Agency-owned walkways.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and

condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Small Tree Care

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement
- Tree watering

Each tree is inspected to determine specific needs and maintenance activities are then performed accordingly.

Palm Trunk Skinning

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue.

Tree Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down.

Root Pruning

We strongly recommend against any root pruning, however, should you want to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away.

Tree Planting

We can replace trees that have been removed and plant new trees in accordance with specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Flag hanging
- Holiday light installation
- Changing ball park lights
- Misc. use of aerial towers and cranes (including equip. rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

WCA, INC.

PROJECT PLAN- 5 YR

Please reference "Project Understanding" and "Contractor Assest Management Program" for our firms approach to the implementation of this project.

By utilizing our software management program, work history records are recorded for each site and all work is order through "Lists" which eliminates duplicate service requests.

Sample grid cycles for 5 year and 7 year maintenance plans are provided. These are samples only and may be adjusted as directed by the City.

Grid Tree Trimming		2016-2017	2017-2018	2018-2019	2019-2020
DISTRICT	TOTAL TREES	DISTRICT TRIMMING	DISTRICT TRIMMING	DISTRICT TRIMMING	DISTRICT TRIMMING
1	14,844	2,969	2,969	2,969	2,969
2	1,110	222	222	222	222
3	994	199	199	199	199
4	539	108	108	108	108
5	2,413	483	483	483	483
6	27	5	5	5	5
7	27	5	5	5	5
8	31	6	6	6	6
9	182	36	36	36	36
10	514	103	103	103	103
11	35	7	7	7	7
12	4,344	869	869	869	869
13	72	14	14	14	14
14	9	2	2	2	2
15	87	17	17	17	17
16	348	70	70	70	70
17	628	126	126	126	126
18	287	57	57	57	57
19	193	39	39	39	39
20	0	0	0	0	0
21	94	19	19	19	19
22	2,062	412	412	412	412
23	51	10	10	10	10
24	176	35	35	35	35
25	2,297	459	459	459	459
26	2,484	497	497	497	497
27	414	83	83	83	83
28	1,776	355	355	355	355
29	119	24	24	24	24
30	71	14	14	14	14
31	169	34	34	34	34
32	3,176	635	635	635	635
33	202	40	40	40	40
34	307	61	61	61	61
40,082					
GRID TRIM UNIT COST:		\$74	\$76	\$78	\$80
TOTAL ANNUAL TRIMS:		8,016	8,016	8,016	8,016
TOTAL ANNUAL COST:		\$593,214	\$609,246	\$625,279	\$641,312

WCA, INC.

PROJECT PLAN- 7 YR

Grid Tree Trimming		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
DISTRICT	TOTAL TREES	DISTRICT TRIMMING	DISTRICT TRIMMING	DISTRICT TRIMMING	DISTRICT TRIMMING	DISTRICT TRIMMING	DISTRICT TRIMMING	DISTRICT TRIMMING
1	14,844	2,121	2,121	2,121	2,121	2,121	2,121	2,121
2	1,110	159	159	159	159	159	159	159
3	994	142	142	142	142	142	142	142
4	539	77	77	77	77	77	77	77
5	2,413	345	345	345	345	345	345	345
6	27	4	4	4	4	4	4	4
7	27	4	4	4	4	4	4	4
8	31	4	4	4	4	4	4	4
9	182	26	26	26	26	26	26	26
10	514	73	73	73	73	73	73	73
11	35	5	5	5	5	5	5	5
12	4,344	621	621	621	621	621	621	621
13	72	10	10	10	10	10	10	10
14	9	1	1	1	1	1	1	1
15	87	12	12	12	12	12	12	12
16	348	50	50	50	50	50	50	50
17	628	90	90	90	90	90	90	90
18	287	41	41	41	41	41	41	41
19	193	28	28	28	28	28	28	28
20	0	0	0	0	0	0	0	0
21	94	13	13	13	13	13	13	13
22	2,062	295	295	295	295	295	295	295
23	51	7	7	7	7	7	7	7
24	176	25	25	25	25	25	25	25
25	2,297	328	328	328	328	328	328	328
26	2,484	355	355	355	355	355	355	355
27	414	59	59	59	59	59	59	59
28	1,776	254	254	254	254	254	254	254
29	119	17	17	17	17	17	17	17
30	71	10	10	10	10	10	10	10
31	169	24	24	24	24	24	24	24
32	3,176	454	454	454	454	454	454	454
33	202	29	29	29	29	29	29	29
34	307	44	44	44	44	44	44	44
40,082								
GRID TRIM UNIT COST:		\$ 74.00	\$ 76.00	\$ 78.00	\$ 80.00	\$ 82.00	\$ 84.00	\$ 86.00
TOTAL ANNUAL TRIMS:		5,726	5,726	5,726	5,726	5,726	5,726	5,726
TOTAL ANNUAL COST:		\$423,724	\$435,176	\$446,628	\$458,080	\$469,532	\$480,984	\$492,436

TOTAL BUDGET FOR 7-YEAR GRID TREE PRUNING PROGRAM:

\$3,206,560

WCA, INC.

EQUIPMENT

Modern fleet consisting of over 1000 vehicles.



Introduction

Our modern fleet consists of over 1000 vehicles that undergo daily inspection. All equipment is periodically serviced, painted, and detailed on a regular basis.

WCA's policy is that all employees hold a valid, insurable Driver's License. We are enrolled in the DMV's Employee Pull Notice Program which provides us with a means of promoting driver safety through ongoing review of the driving records of commercial drivers.

Equipment Maintenance Facilities

- We have full-service maintenance departments at each of our offices
- WCA has over 25 full-time mechanics, over 5 dedicated saw mechanics, and a full-time Preventative Maintenance Manager
- 90-day detailed inspections are performed by the maintenance department
- Aerial lift safety inspections occur annually

CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.



Equipment List Summary:

Prius- **25+**

Pick Up Trucks- **240**

Aerial Lift Devices- **220**

Arrowboards- **50+**

ATVs- **2**

Back Hoes- **1**

Brush Chippers- **150+**

Cranes- **4**

Dump Trucks- **130+**

Flat Beds- **30**

Forklifts- **4**

Stump Grinders- **40+**

Loaders- **45+**

Rubber Track Loader- **1**

Root Pruners- **2**

Rolloff Trucks- **35+**

Saw Mill- **1**

Log Skidder- **1**



PROJECT EQUIPMENT SUMMARY

Through our ability to dedicate specific pieces of equipment for this project, we believe it will lead to a successful program. In addition to aerial lift devices, dump trucks, flatbed trucks and roll off containers, we will also have additional equipment for use throughout the project such as cranes, loaders, and special aerial lift devices for higher elevated trees. Specific vehicles and equipment that could be dedicated to the City of Roseville are listed below.

Year/Make	Model	Plate #	Vin #
2004 TOYOTA	PRIUS	5JXL228	JTDKB20UX40111257
2007 DODGE	RAM 1500 PICKUP	5566561	1D7HA16N47J579996
2008 DODGE	RAM 2500 PICKUP	8R35366	3D7KR26D986174571
2000 TRAILER	BUTLER / TS-2500 / RPOI TRAILER	4BR7739	1BUD08107Y2001903
2000 VERMEER	BC1000 BRUSH CHIPPER	SE546886	1VRU111A0Y1000145
1999 STERLING	32Z W/TEREX TC-4792/120' CRANE	6A86742	2FZNAJCB6YAF77000
2001 VERMEER	BC1000 BRUSH CHIPPER	SE499057	1VRU111A511000891
2000 VERMEER	BC1000 BRUSH CHIPPER	SE481622	1VRU111A1Y1000381
2000 GMC	C7500 W/HI-RANGER XT-55	91431P	1GDL7HIC5YJ512256
1999 GMC	C6500 CHIPPER TRUCK	8E71003	1G0J6H1D9XJ853709
1999 STARLITE	SOLAR ARROWBOARD	SE480167	1S9A41019XL358687
2006 DODGE	RAM 2500 SLT PICKUP	8B58793	3D7KR26D36G213457
1996 FORD	F700 CHIPPER TRUCK	8U71225	1FDNF70J4TVA15240
2004 DODGE	RAM 2500 PICKUP	7N94342	3D7KA26D14G278151
1994 CATERPILLAR	910 WHEEL LOADER	SE576993	1YK02020
2005 DODGE	RAM 2500 SLT PICKUP	7W79662	3D7KR26D956834992
1999 FORD	F550 CHIPPER TRUCK	6E46801	1FDAF56S6XEE79705
2000 VERMEER	ROOT PRUNER	N/A	1VRT081A1X1000404
1998 GMC	C7500 FLATBED	25283L1	1GDM7H1J1WJ511668
2000 GMC	C6500 CHIPPER TRUCK	7K97311	1G0J7H1D6YJ508166
2000 GMC	C6500 CHIPPER TRUCK	6D83106	1G0J7H1D5YJ512614
2001 VERMEER	BC1000 BRUSH CHIPPER	SE499196	1VRU111AX21002315
2005 VERMEER	SC1102 STUMP GRINDER	SE558509	1VRN1513451002005
2007 DODGE	RAM 2500 PICKUP	8G07898	3D7KR26D57G735394

PROJECT EQUIPMENT SUMMARY

Year/Make	Model	Plate #	Vin #
1999 VERMEER	SC1102 STUMP GRINDER	SE590902	1VRN15137X1001059
2008 GMC	C7500 W/HI-RANGER 5FC-60	8R94756	1G0J7C1G08F413943
2000 FORD	F250 PICKUP	8G41983	1FTNX20FXED53393
2011 VERMEER	BC1500 BRUSH CHIPPER	SE614791	1VR2161V081002735
2000 FORD	F650 CHIPPER TRUCK	02472T1	3FDNF6543YMA49006
2000 FORD	F750 CHIPPER TRUCK	91434P	3F0XF75H6YMA43136
2007 BUTLER	BOBCAT TRAILER	4JE7490	1B9DF142672726856
2000 WANCO	SOLAR ARROWBOARD	631694	1W91S1018Y1249684
2004 VERMEER	SC352 STUMP CUTTER	-	1VRY102W741000563
2011 VERMEER	BC1000-49 BRUSH CHIPPER	SE614786	1VRY1119281016698
2004 BUTLER	325 TRAILER	4FC7390	1BUD1010142001274
2012 BOBCAT	S185 LOADER	-	A3L942818
2008 DODGE	RAM 2500 SLT	8M94053	1D7HA16288J123989
2008 DODGE	RAM 2500 SLT	23265S1	1D7HA16208J123999
TOWMASTER	C10 TRAILER	4GG7226	4KNUC16295L164643
2001 GMC C8500	COMBO W/HI-RANGER XT5-60-70	87746A1	1GDP7H1E02J505323
2004 FORD	F350 SERVICE TRUCK	21431K1	1FDWF36L84EC92335
2012 VERMEER	BC1000-49	SE621044	1VRY1119XD1018914
2012 VERMEER	BC1000-49	SE621045	1VRY11198D1018913
2012 VERMEER	BC1000-49	SE621042	1VRY11193D1018916
2001 GMC C6500	COMBO W/HI-RANGER SC-11 47	42332J1	1G0J7H1E21J505988
2000 FORD SUPER DUTY	F250 4X4	91438P	1FTNF21L2YED34554
2009 DODGE	RAM1500	22309S1	1D3HV16P49J516813
2007 SOLAR TECH	AB-0525-D	SE58152	522197
2013 VERMEER	BC1000-49	SE639665	1VRY11196D1018960
2008 DODGE	RAM 1500 SLT	48222S1	1D7HA16N88J181059

PROJECT EQUIPMENT SUMMARY

Year/Make	Model	Plate #	Vin #
2010 DODGE	RAM 1500SLT	8X23101	3D7JB1EP0AG132947
2008 FORD	F350 SERVICE TRUCK	8P90730	1FDSF34568EA90473
2014 DODGE	RAM 1500 PICKUP	68931S1	3C6JR6DT0EG307731
2015 FREIGHTLINER	108 SD ROLL OFF	86880U1	3ALHG5CY5FDGT0651
2012 VERMEER	BC1000-49	SE621167	1VRY11197D1018790
2012 VERMEER	BC1000-49	SE621166	1VRY11194D1018813
2001 GMC 7500	COMBO/HI-RANGER XT5-55	57083H1	1JDL7H1E81J507737
2001 GMC	C7500 COMBO/ALTEC LRV-55	56047H1	1GDL7H1E61J507817
2013 FORD	F650 DUMP TRUCK	01990J1	3FRNF6H90CV246828
2008 DODGE	RAM 1500SLT	8H01773	1D7HA16N58J181052
1998 FORD	F SERIES W/HI-RANGER 5FB-52	21128K1	1FDXF80C7WVA19805
2012 FORD	F650 CHIPPER TRUCK	03800J1	3FRNF6HP4CV246850
2012 VERMEER	BC1000-49	SE621078	1VRY11196D1018909
2005 GMC	C6500 CHIPPER TRUCK	46502N1	1GDJ6C1E15F521128
2002 GMC	C7500 W/55' HIRANGER	45248N1	1GDL7H1E92J508994
2013 VERMEER	BC1000-74	SE639685	1VRY11191D1019854
2013 VERMEER	BC1000-74	SE639738	1VRY11198D1019771

We currently have more than 1000 pieces of fairly new equipment that enables us to replace equipment immediately should there be any unforeseen mechanical problems. We employ over 30 full-time mechanics that perform an in-house fleet maintenance program. Each vehicle is scheduled for service and inspection every ninety days. This allows our equipment to be in good operating condition necessary for accomplishing the City's needs.

WCA, INC.

CONTRACTOR ASSET MGMT.



- Ease of use
- Database view
- Tree detail information
- Searching database
- Track order management
- Mapping capabilities
- Compatibility upgrades
- GIS/GPS

ArborAccess

ArborAccess is an Internet driven program that was developed by tree care professionals at West Coast Arborists, Inc. and was based on the tree maintenance needs of our customers. This user-friendly program allows customers to store, retrieve, update, delete and add tree records and work histories. The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

Software Training

Our IT Department is based out of our corporate office in Anaheim, CA. Local satellite offices are located throughout the state of California in: Stockton, San Jose, Fresno, Ventura, Riverside, San Diego, including Las Vegas, NV and Phoenix, AZ. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 500 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

List Tracking System

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.

Sample Management Tools- Detailed Tree Site Characteristics

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

Maintenance Records

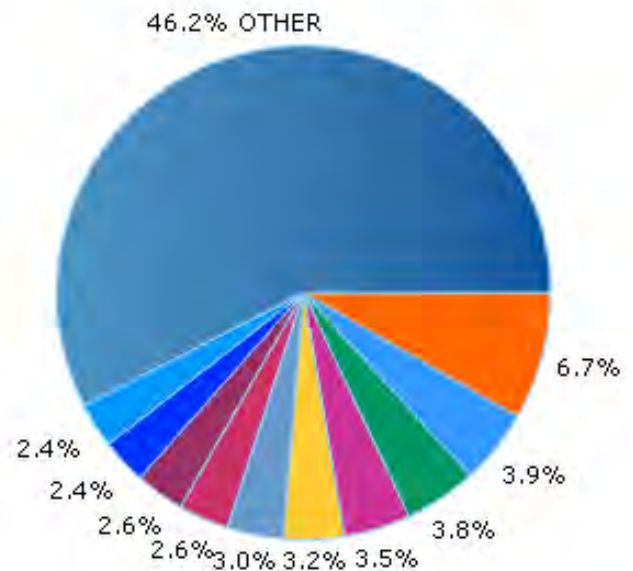
Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

Detailed Reporting Options

Several types of reports can be generated within ArborAccess. Some report samples are:

- Inventory
- Work Summary
- View Invoices
- Job Balance
- Greenwaste
- Work History
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency
- Work Type by District Frequency
- All Trees at an Address
- Estimated Tree Value

Ex. Species Frequency Report



Top 10 Species	
6.7%	MEXICAN FAN PALM
3.9%	ALEPPO PINE
3.8%	CARROTWOOD
3.5%	BRISBANE BOX
3.2%	AMERICAN SWEETGUM
3.0%	QUEEN PALM
2.6%	DESERT GUM
2.6%	BRAZILIAN PEPPER
2.4%	LEMON-SCENTED GUM
2.4%	RUSTY LEAF FIG

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

WCA, INC.

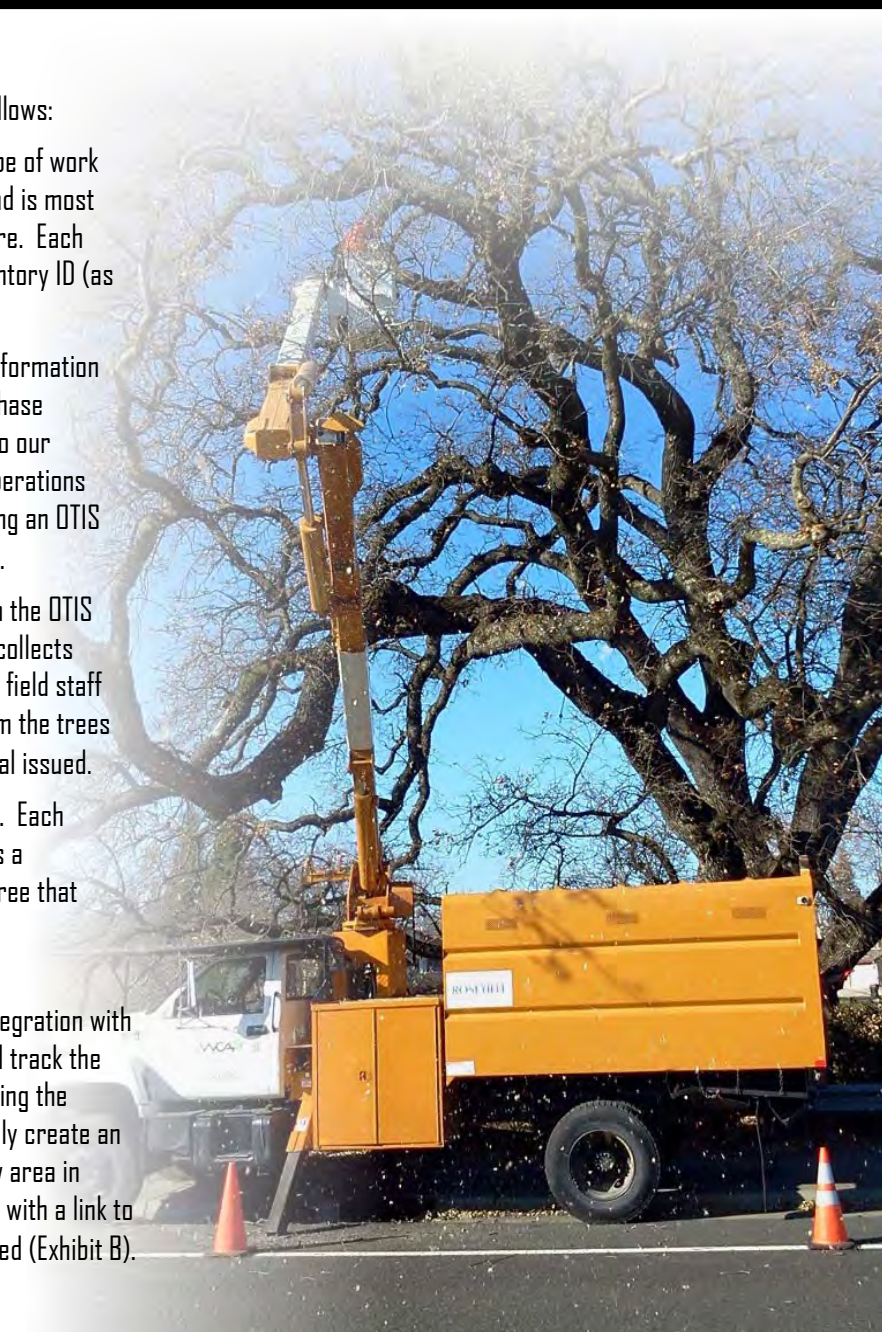
MAXIMO (EAM)

Work Order Workflow

WCA work order workflow can be briefly outlined as follows:

1. A collection of trees are selected based on the type of work (prune, remove, etc.). This is known as a "List" and is most commonly created using our ArborAccess software. Each tree added to a List currently has the unique Inventory ID (as required in Exhibit B).
2. List is submitted to WCA. Internal staff reviews information ensuring work is applied to the correct Job/Purchase Order. The information from the List is copied into our primary Line of Business software called OTIS (Operations Tracking and Information System). The result being an OTIS Work Order which is used by WCA staff and crews.
3. WCA completes work and "Dates Off" each tree on the OTIS Work Order. During this process, WCA field staff collects DBH and Height. Furthermore, at their discretion, field staff may request a tree to be further inspected if deem the trees is diseased, declining, dead, or may have structural issued.
4. Work completed for each billing period is invoiced. Each invoice it attached with a document referred to as a "Backup". This lists each individual address and tree that was billed for each invoice.

WCA's current workflow fits well with the proposed integration with Maximo. WCA will modify ArborAccess to consume and track the comma delimited text files generated with Maximo. Using the information from the Maximo file, WCA will automatically create an ArborAccess List and execute normal workflow. A new area in ArborAccess will display each Maximo submitted along with a link to download it along with the additional data fields required (Exhibit B).



WCA, INC.

PLANT HEALTH CARE

Plant Health Care

Cris Falco, Plant Health Care Coordinator

- QAL 135447 Categories B & C
- PCA 128017 Categories A & B

Our PHC program managed by Cris Falco goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

Shot Hole Borer

The Polyphagous Shot Hole Borer (PSHB) is a new pest in Southern California. This boring beetle drills into trees and brings with it a pathogenic fungus (*Fusarium euwallacea*), as well as other fungal species. When heavily infested, the resulting *Fusarium* causes the decline and death of trees. Over 120 different tree species are affected in Southern California and over 30 reproductive hosts are of high concern. As tree care professionals, we have a responsibility to understand and report when we see a tree we are working on infested with PSHB.



Tree & Pest I.D.



Diagnosis



Risk Assessment



Treatment

PHC

West Coast Arborists, Inc. is now offering Plant Health Care (PHC). If you're receiving complaints from residents regarding the nuisance caused by aphids, scales, and white fly, spring is the ideal time to treat your trees to prevent damage from these pests.



Ask Us About:

Aphid Control
Systemic Injections
Drought-Relief
Weed Abatement
Fertilization
Sudden Oak Death
Shot Hole Borer (PSHB)
Consulting Services
Integrated Pest Management
Tree Maintenance

WCA

800.521.3714 • WCAINC.COM

State Licensed Applicators & Advisors • Environmentally Conscious

*Proper diagnosis based on on-site inspection and laboratory testing
(when necessary).*

WCA, INC.

DIESEASE MONITORING



The process for pest/disease monitoring and decay detection during grid pruning starts with the foreman who is a qualified ISA tree risk assessor. The foreman performs trunk/basal sounding to detect decay as well as an initial visual assessment. An assessment of the upper canopy is performed while pruning the subject tree. Any signs of pest/disease or decay in the upper crown would be determined at this time. If a pest/disease issue, or a hazardous condition is discovered the foreman would notify his supervisor and provide the necessary information. The supervisor (who is a qualified ISA tree risk assessor as well) takes the necessary information and emails the city inspector for the job to inform him of the condition. Trees that are determined to be a hazard would have the grid pruning postponed until the city made the decision on how to mitigate the issue.

WCA, INC.

TRAFFIC CONTROL

Traffic Control

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work

Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air containments in quantities that violate the regulations of any legally constituted authority.

Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency.

*Excluding emergency services.



WCA, INC.

HAND WATERING TREES



Hand-watering is performed by a one-man crew by utilizing a 500-gallon water tank on a tow-behind trailer with a hose attachment. Staff can water various sites including landscape medians and young trees that are typically 3-years old and younger.

This team member will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.



WCA, INC.

STORM EMERGENCY RESPONSE

Accidents happen. With manpower, reliable equipment, and expertise, WCA, Inc. is here to help ensure your community's safety.

EMERGENCY RESPONSE



Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

CA #366764 • WCAINC.COM

**Emergency Response • Tree Pruning • Tree Removals
Tree Evaluations • Debris Clean-Up • 24 Hours/7 Days A Week**

1-866-LIMB DOWN



WCA, INC.

QUALITY ASSURANCE

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.



To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

****Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.***

Area Manager: JASON PINEGAR

ISA Certification #: WE-2039-AU

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but is not limited to the following:

- Email notification complete with location, crew, equipment type, and work description

- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of any debris at the end of each work day
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

Weekly management will consist of, but is not limited to:

- Weekly inspection of work completed
- Meeting with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with specifications provided by the Agency
- Maintain open communication with the Agency Inspector and field crew

Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.

Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize tablets as both navigational and communication devices in the field. Tablets have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

WCA will give right to operate within the project to the Agency workers and/or other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

HELP ME GROW!

WATER THE TREE
once (1) per week
during cool
months.

WATER THE TREE
twice (2) per week
during warm
months.

PLEASE DO NOT
change or adjust
the stakes.

PLEASE DO NOT
adjust the water
basin or mulch
placed around
the tree.

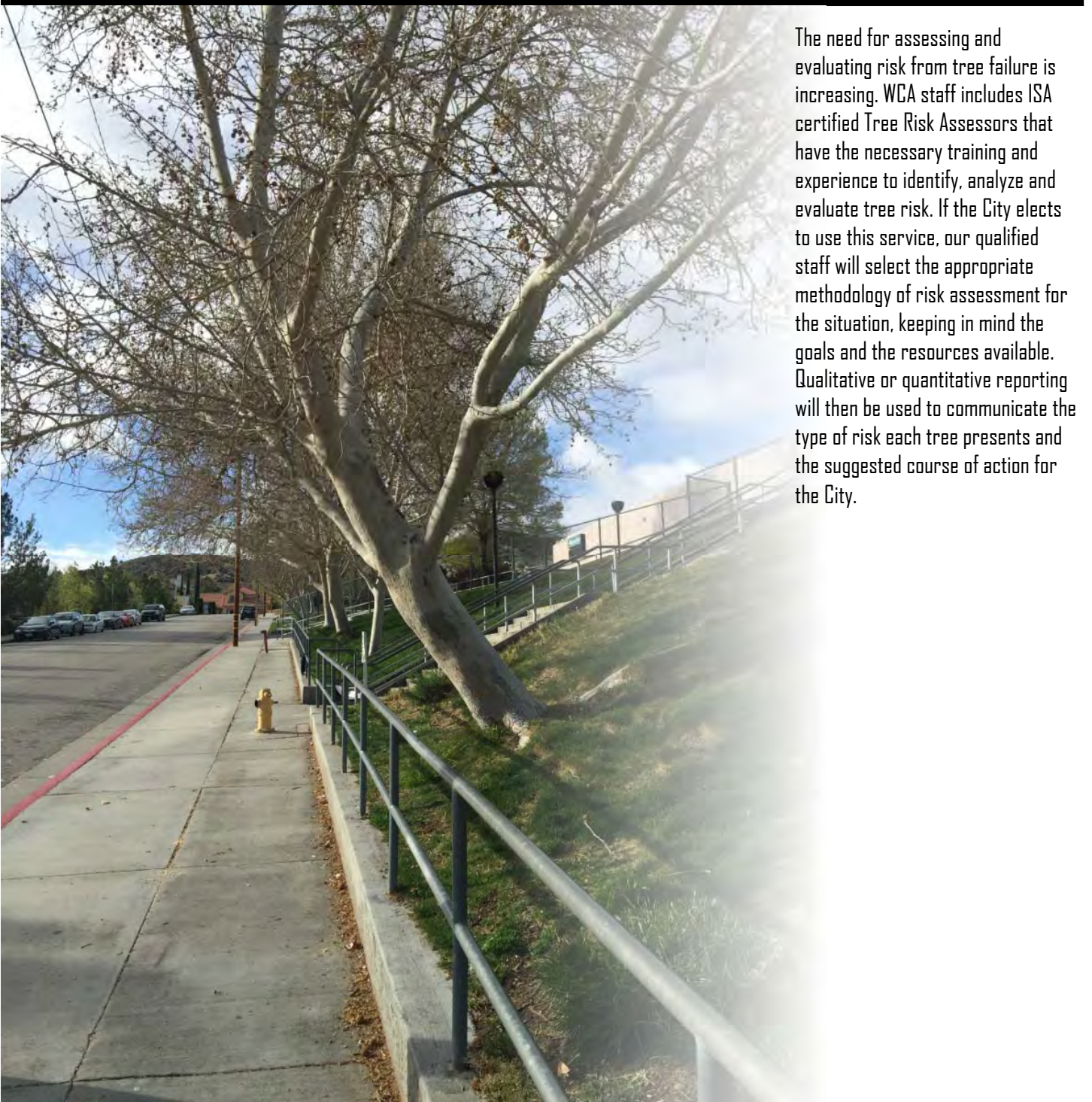
KEEP THE TREE FREE
of weeds and
other plants.

WCA
Services Provided By:
West Coast Arborists, Inc., 2200 E. Via Burton St., Anaheim, CA 92806
800.521.3714

TREE CARE PROFESSIONALS
SERVING COMMUNITIES WHO CARE ABOUT TREES

WCA, INC.

TREE RISK ASSESSMENT



The need for assessing and evaluating risk from tree failure is increasing. WCA staff includes ISA certified Tree Risk Assessors that have the necessary training and experience to identify, analyze and evaluate tree risk. If the City elects to use this service, our qualified staff will select the appropriate methodology of risk assessment for the situation, keeping in mind the goals and the resources available. Qualitative or quantitative reporting will then be used to communicate the type of risk each tree presents and the suggested course of action for the City.

WCA, INC.

SPECIALTY SERVICES

VALUE-ADDED OFFERINGS:

REPORTS

WCA will produce, at no cost to the City, various reports concerning the City's tree inventory, tree maintenance services, planting program and/or tree policies. These reports may be produce for the City Council and/or various Commissions. The frequency of reports may be annually, semi-annually or quarterly.

GREENWASTE REPORTING

AB 939 requires that each California county and incorporated city prepare a Source Reduction and Recycling Elements (SRRE) report, which shows how they will meet solid waste diversion goals of 50 percent by the year 2000 and beyond. West Coast Arborists, Inc. (WCA), offers a multitude of waste diversion opportunities to cities including mulch, compost, firewood and logs to lumber. In an effort to provide cities with valued information pursuant to AB 939 requirements, we generate a monthly Green Waste Recycling report at no additional cost.

BROCHURES & NOTICES

Prior to commencement of grid pruning, WCA will prepare a sample door hanger notice and present it to City staff for approval. Upon approval, we will have the pruning door hangers printed and post them within twenty-four (24) hours prior to the commencement of work, or as directed by the City. Tree planting door hangers with post-planting care tips will be hung after the tree has been planted. When requiring a response pertaining to tree planting, we will send a letter along with a return postcard to the resident and respectfully request their input. The City should notify WCA if they would like a mailer sent. We will print all notices (and photos for tree planting operations) and distribute them to the residents utilizing a mail addressing software program. Each notice will be sent utilizing City letterhead and envelopes. For special projects and/or routine maintenance, we can also submit a press release to the community newspaper for a more comprehensive outreach. We understand the City may modify the procedure to which to notify residents.

LINE CLEARANCE OPERATIONS

Offering line clearance Certified tree trimmers for no additional charge associated with tree maintenance within 10 feet of power lines. Also utility specialist certified by the International Society of Arboriculture available for consultation relating to utility issues.

SAFETY

WCA will conform to all City of Davis Traffic Safety requirements and operating rules at all times while this contract is in effect. The City will provide the Contractor with a Work Area Traffic Control Handbook (WATCH Manual), which will be used as reference. We will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board/s as necessary. The City, prior to use, will approve all traffic safety equipment for use. Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

COMMUNITY OUTREACH

As part of this contract, WCA will provide additional services as part of "Giving Back" to the community and various organizations. The involvement with these groups would allow us to become more familiar with community groups, school leaders, local businesses and residents. In addition, as a resource within the community WCA will make available extraordinary services to the City of Davis and/or the local School District including, but not limited to, arboricultural education, participation in Arbor Day and other City events, and special community projects. Also, as part of the green waste diversion program, the Contractor shall make available an amount of lumber, made from City trees, to local school wood working programs. This will help students in such trades as carpentry, furniture making and other various trades.

GPS TREE INVENTORY DATA COLLECTION SERVICES

WCA has the ability to perform tree inventory data collection at no cost to newly developed areas within the City. The data will be collected by address and include tree species, land type, diameter at breast height, crown height, botanical and common names, and any other information as directed by the City.

TREE INVENTORY PROGRAM (ArborAccess)

ArborAccess Online is an Internet driven program that was developed by tree care professionals at West Coast Arborists and was based on the tree maintenance needs of our customers. The user-friendly program allows customers to store, retrieve, update, delete and add tree records and work histories. The information contained in ArborAccess Online is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your agency in meeting GASB34 requirements. The information management possibilities for data integration are endless for urban forestry management programs that use similar management methods and resources. WCA will provide the City with access to this program at no cost to the City while under contract for tree maintenance.

TREE INVENTORY SUPPORT

Our IT Department is based out of our corporate office in Anaheim, CA. Local satellite offices are located throughout the state of California including Stockton. Each office has the ability to provide software training to customers. We are available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We also offer periodic customer workshops for larger groups who can also earn International Society of Arboriculture continuing education credits (CEU's) for Certified Arborists and Tree Workers. Additionally, unlimited telephone and or email technical support is available to answer questions and aid Association staff in the use of the software system. This is available at no cost to the City.

WCA MOBILE APPLICATION

In addition to our web-based tree inventory software program called ArborAccess, WCA has developed an Android application (App) for field-based management of customer inventories and associated work records. A wide variety of handheld devices support WCA Mobile and set up is quick and easy.

Customer Use

With this App, the customer has the ability to access and manipulate their entire GPS-based inventory in satellite, roadmap, and textual views with great accuracy. Users can view site specific information and/or detailed work history. They can also create and send work requests straight from the field.

WCA Field Crews

As work is completed both inventory and work history records are updated to this app so information is live and up-to-date the moment a WiFi connection is available. Information that has already been downloaded to the device is available from anywhere, anytime even without an internet connection.

CONSULTING ARBORIST/INSPECTION

The need for special reporting is increasing. We have a full-time Consulting Arborist on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated on as little as one tree to a specific area of town and is handled on a case-by-case basis.

WCA, INC.

URBAN FOREST MANAGEMENT APPROACH

As a result of the recent going budget concerns, municipalities are being stretched to their financial limits. City and County administrators are faced with budget reductions leading to staff cut backs, decreased levels of service, and antiquated equipment. The resulting trend of lower service levels needs to be turned around. We believe in an Interactive Partnership with the community, where municipalities can confidently rely on WCA to assist them with any of their tree care management needs.

Our goals in urban tree care are to extend the life of all trees, safeguard public safety, and produce a reliable source of shade, beauty and the other non-commercial benefits that result from healthy trees in parks and City and County right-of-way. Obviously, this cannot be accomplished without the City's and County's valued input or without community involvement.

Community: The community consists of everyone that cares about trees. They include residents, business owners, community groups, consumers, schools, and citizen arborists. We believe the community is the actual customer. We strive to provide the highest level of service in the safest manner possible in an effort to create a beautiful environment. In addition, as a valuable resource within the community we are able to offer extraordinary services to the public including, but not limited to, arboricultural education, participation in Arbor Day and other County events, and special community projects.

City Administration: City staff has the very important task of managing trees as an ecosystem, taking into consideration specific biological, social and economic conditions. They must ensure that the best methods of tree care are practiced in the community, that the lives of the trees are extended beyond average, and that the taxpayers receive the most from their investment in trees.

West Coast Arborists, Inc. (WCA): We have the challenge of meeting the community's needs, not only in tree care, but also in other aspects. However, unlike most firms, we believe to be a valuable resource in that we have the qualifications and corporate capabilities to meet the community's needs and beyond. Our Certified personnel ensure the community that the work performed will be in accordance with today's standards. The collection of equipment allows us to dedicate specific pieces to the County. Our support staff aids the field team with information management, which provides communities with a complete, comprehensive urban tree care program.

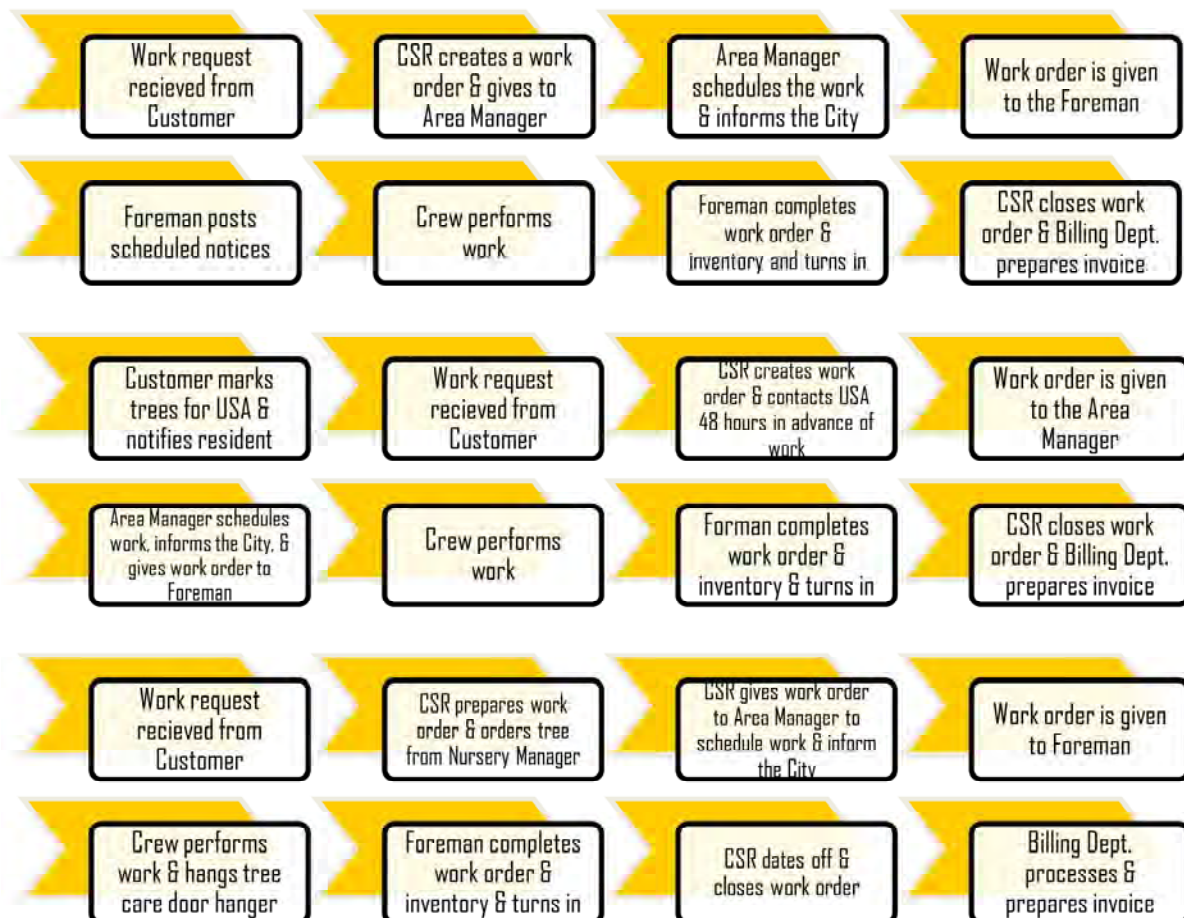
WCA, INC.

COMMUNICATION

WCA, Inc. and Sprint Technology

A successful urban forest management program will depend on the thorough and timely management of information to assist our customers with their tree inventory, ordering and tracking work, resident, requests, maintenance scheduling, and budget projections. The information management possibilities for data integration are endless. ArborAccess™ has enabled us to reduce maintenance costs, increase services and provide municipalities with essential, decision-making information on past, present, and future urban forest health and environmental issues. We encourage you to watch this video for an overview of how we utilize technology for effective communication with our internal operation and our customers. <https://www.youtube.com/watch?v=wE3EV3namzU>

Workflow & Communication Flow Chart



WCA, INC.

PUBLIC OUTREACH

LOGS TO LUMBER

Recycling the Urban Forest




"Logs to Lumber" evolved from a 12-month trial program where West Coast Arborists, Inc. (WCA) worked with the California Department of Forestry and Fire Protection (CDF).

The Goal
is to create an environmentally sound and socially responsible alternative to importing lumber from other areas and to reduce the demand on trees from natural forests.

 **Reducing**
waste from the urban forest.

Converting
trees removed into use

Assisting
with landfill diversion

Giving
back to the Community

The program proves to be successful and now WCA suitable logs to our wood recycling center, Woodhill



Tree Maintenance Professionals Serving Communities Who Care About Trees



WCA'S approach to public outreach has many layers. We are present on **social media** (including Facebook, YouTube, Instagram, and our company website). We have found our online presence has been a resourceful means to engage with our customers and to communicate important tree-related information to the public.

We encourage resident and business owners to provide us with feedback on the services they receive as a result of the work performed by us and contracted by their City. **"We Care Please Share"** postcards or business cards are distributed to the community when work is being performed.

Our staff regularly participates in educational seminars, Arbor Days, Earth Days, and other community events. We are also available for City Council presentations.

WE CARE... PLEASE SHARE.



PLEASE TAKE A MOMENT TO VISIT OUR WEBSITE AND SHARE YOUR COMMENTS AND SUGGESTIONS.

West Coast Arborists, Inc. is a professional tree maintenance and management company contracted by your community to perform quality tree care.



WCAINC.COM

800.529.3714

WCA, INC.

BILLING

TREE INVENTORY UPDATE AND BILLING

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

Billing is to be by address and shall include tree species, caliper, variety, botanical and common name, work date, condition and appropriate data requested by the City.

SUMMARY BY COST		QTY	U/M	PRICE	COUNT	TOTAL
Grid Pruning						
Grid Clearance Pruning						
Svc Rqst Pruning 0-6 DSH						
Svc Rqst Pruning 7-12 DSH						
Svc Rqst Pruning 13-24 DSH						
Svc Rqst Pruning 25-36 DSH						
Svc Rqst Pruning > 36 DSH						
Tree & Stump Removal 0-24 DSH						
Tree & Stump Removal > 24 DSH						
Tree Only Removal 0-24 DSH						
Tree Only Removal > 24 DSH						
Stump Grinding						
Plant 15 Gallon Tree						
Plant 24" Box Tree						
Plant 36" Box Tree						
Plant 48" Box Tree						
Plant 60" Box Tree						
Cabling - Cobra						
Cabling - 2 Pt						
Cabling - 4 Pt						
Cabling - 8 Pt						
Cabling - Steel						
Cabling - Through Bolt						
PHC Merit Drench						
PHC Merit Soil Injection						
PHC Merit Stem Injection						
PHC Fungicide Application						

WORK SUMMARY		2/16/2016 - 2/29/2016					
JOB #31162		Common	DSH	HT	Date		
15-16 17B North Central Zone B		spanica	LONDON PLANE	15.0	30	2/22/2016	
		ta	VALLEY OAK	11.0	25	2/16/2016	
		ta	VALLEY OAK	11.0	25	2/16/2016	
		spanica	LONDON PLANE	9.0	25	2/22/2016	
		ana 'Capitol'	CAPITAL FLOWERING PEAR	13.0	30	2/24/2016	
		ana 'Capitol'	CAPITAL FLOWERING PEAR	8.0	20	2/24/2016	
		ana 'Capitol'	CAPITAL FLOWERING PEAR	10.0	20	2/24/2016	
						30	2/24/2016
						20	2/24/2016
						20	2/22/2016
						20	2/22/2016
						20	2/16/2016
						15	2/16/2016
						25	2/16/2016
						20	2/23/2016
						30	2/23/2016
						30	2/23/2016
						25	2/23/2016
						15	2/26/2016
						25	2/23/2016
						25	2/23/2016

INVOICE	
West Coast Arborists, Inc.	
2200 E. Via Burton Anaheim, California 92806	
714.991.1900 • 800.521.3714 • fax 714.956.3745 • WCAINC.com • EIN# 95-3250682	
Invoice Date	2/29/2016
PO #	
Terms	DUE UPON RECEIPT
Cust. #	1422
Job #	31162
Invoice #	113567
Customer	CITY OF ROSEVILLE ATTN: MICHAEL-GEROLD NEUMANN 2005 HILLTOP CIRCLE ROSEVILLE, CA 95747
Job Description/Location	15-16 17B North Central Zone B See attached list of locations & quantities Work Completed: 2/16/2016 - 2/29/2016
TREE MAINTENANCE DESCRIPTION	QTY U/M PRICE COUNT TOTAL
Tree & Stump Removal 0-24 DSH	213 Inch \$19.95 21 trees \$4,249.35
Crew Rental - per man	38 Man Hour \$68.25 \$2,593.50
Call Rosa Cantu 800.521.3714 for payment.	
TOTAL DUE: \$6,842.85	

We send our sincere thanks & appreciation for your business.

JASON PINEGAR, Area Manager
jpinegar@wcalinc.com - 408.210.6415 cell

TIM PATTERSON, Customer Service Representative
tpatterson@wcalinc.com - 209.547.0297 Ext. 321

DISCLAIMER: West Coast Arborists, Inc. insures the quality of work performed, however, we do not insure the City's entire tree population from failure. Arborists are tree specialists who use their education to reduce the risk of living near trees. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.

WCA, INC.

TRAINING

West Coast Arborists, Inc. provides an extensive in-house training curriculum for all employees to broaden their knowledge of the arboriculture field of study. Included in this training are the ISA standards, both Treeworker and Arborist study programs, and a variety of Tree Care Industry Association home study programs. We also offer training courses to our staff in areas of customer service satisfaction, maintaining professional conduct, and Qualified Line Clearance Trimmer Training.

Safety standards are top priority at West Coast Arborists, Inc. Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees. Our crews are instructed to follow the safety standards of ANSI Z133.1 as well as Cal-OSHA requirements. We have one of the most extensive safety training programs in the industry. We provide our employees with state-of-the-art training tools and instructional sessions company wide. Our insurance carriers and Cal-OSHA have recognized us repeatedly for outstanding safety training efforts. We have a full time Safety Trainer that is professionally trained in the field of horticulture. He brings many years of experience to the company as well as expertise in training new and existing employees. He administers I.S.A. certification training, in-house crew leader training programs, and new hire orientation training.

WCA'S SAFETY TRAINING PROGRAMS

Bi-weekly Tailgate Safety Meetings - for each crew.

Safety Team - a ten person committee that reviews and discusses safety procedures, problems and incentives.

Injury & Illness Prevention Program - integral to overall safety program.

On the Job Training Programs - New employees are assigned a "buddy" with experience to assist them.

Training with Video - Programs included are Professional Tree Care, Electrical Hazards, Aerial Rescue, Chipper Safety, Chain Saw Safety and Pruning Technique. Video presentations in cooperation with Tree Care Industry Association.

Leadership Training Programs - Continued training and study, utilizing the Crew Leader Home Study Program, available through Tree Care Industry Association.

Certification Training - Continued study sessions are held in preparation for the International Society of Arboriculture Certification Programs.

Safety Bonus Program rewards employees on a company-wide, quarterly basis for time without accidents.

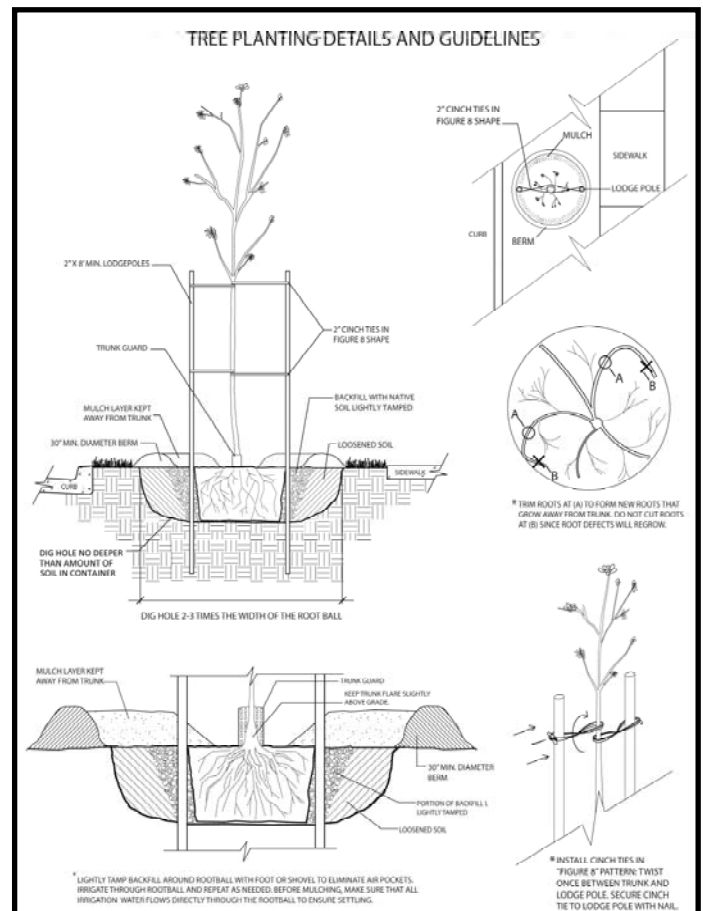


WCA, INC.

PLANTING

TREE PLANTING SPECIFICATIONS

- Trees must be of quality nursery stock, free from pests, disease and structural defects. Strong trees should have straight roots, a thick trunk, and one dominant leader to the top. The root flare should be in the top 2" of the root ball.
- Dig the planting pit twice as wide as the root ball, or as wide as practical per planting location. Pit should be no deeper than the soil in the tree container.
- Remove the tree from the container (15 gallon), or bottom from box size trees.
- If needed, remove soil and roots from top of root ball to expose root flare.
- Backfill the pit halfway with native soil. The soil level above the finish grade should be 1" for 15 gallon trees, 2" for 24" box trees, and 3" for 36" box trees.
- Place tree in planting pit.
- Remove roots that descend and mat along the side and bottom of the root ball. Roots that circle should be cut.
- Flood the bottom of the pit with water.
- Complete backfill of pit with native soil, tamping in soil with feet or shovel handle to insure there are no air pockets and that soil is reasonably firm.
- Prepare 3'-4' diameter earthen water basin.
- Remove nursery stake and install two (2) tree stakes that are tall enough to support the tree. Tree should be placed so that the nursery stake side of trunk is facing north to reduce the potential of sunburn to the trunk.
- Attach trees to stakes with up to four (4) soft rubber ties and with enough tension to support the tree in an upright position. Attach a trunk protector to the base of the tree.
- Add a 3-4" layer of mulch around the planting pit. Keep mulch away from the trunk of your tree.
- Add enough water to fill the water well.



**Diagrams available for planting with mulch and without mulch.*

WCA, INC.

REQUIRED STATEMENTS/DOCUMENTS

1. WCA assures the City that there will be no substitutions of the designated team members without prior approval by City staff.
2. WCA is proud to say we do not h
3. WCA has and will maintain an insurance policy in accordance with the City's requirements. Included is a sample certificate of insurance.
4. WCA assures the City that nothing contained in the submitted proposal will be proprietary.

Attachment A

PROPOSER'S CERTIFICATION

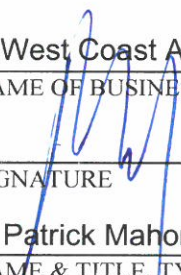
I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

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.

West Coast Arborists, Inc.

NAME OF BUSINESS



SIGNATURE

Patrick Mahoney, President

NAME & TITLE, TYPED OR PRINTED

2200 E. Via Burton, Anaheim, CA 92806

MAILING ADDRESS

(714) 991-1900

TELEPHONE NUMBER

vgonzalez@wcainc.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company

WCA, INC.

Exceptions

WCA has does not have any exceptions or requested changes to the RFP or Sample Contract that was provided.

WCA, INC.

COMPETENCY OF PROPOSER

- WCA is proud to say that we have never failed to complete any work awarded.
- WCA has never been debarred from bidding on any public work or improvement by any state, county or local government agency.
- WCA has never been assessed liquidated damages.
- There are no judgments, claims or arbitration proceedings or suits pending against WCA.
- WCA has never filed any lawsuits or requested arbitration with regard to construction within the last five (5) years.
- No principal of WCA has ever been convicted of a felony.
- WCA has never been charged by a governmental agency for failure to follow safety procedures.
- No governmental agency has ever submitted a complaint against WCA to the California State Labor Commission for failure to submit certified payrolls.

For proof of financial stability, please see the envelope titled "CONFIDENTIAL—FINANCIAL STATEMENTS" enclosed. Upon review of our proposal the City will see that WCA has the necessary facilities, ability, experience, and financial resources to provide the services specified in the RFP in a satisfactory and timely manner.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS/LIMITS NOT LISTED BELOW.

This is to Certify that

WEST COAST ARBORISTS, INC
2200 EAST VIA BURTON
ANAHEIM CA 92806

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	☐ CONTINUOUS ☐ EXTENDED ☒ POLICY TERM			
WORKERS COMPENSATION Statutory Limits	7/1/2016	WA7-66D-039499-075	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY ☒ OCCURRENCE ☐ CLAIMS MADE	7/1/2016	TB2-661-039499-015	General Aggregate	\$2,000,000
			Products / Completed Operations Aggregate	\$2,000,000
			Each Occurrence	\$1,000,000
	RETRO DATE		Personal & Advertising Injury	\$1,000,000 Per Person / Organization
			Other Damage to premises rented to you \$300,000	Other Medical Expense \$5,000
AUTOMOBILE LIABILITY	7/1/2016	AS7-661-039499-035		Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
☒ OWNED ☒ NON-OWNED ☒ HIRED				
OTHER Umbrella Excess Liability	7/1/2015 - 7/1/2016	TH7-661-039499-045	\$5,000,000 Per Occurrence/Aggregate	
ADDITIONAL COMMENTS				

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE
INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST **30** DAYS' NOTICE
OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual
Insurance Group

Certificate
Holder

Evidence Only
2200 E Via Burton
Anaheim CA 92806

Elaine Ulan

Elaine Ulan

AUTHORIZED REPRESENTATIVE
0564408

Los Angeles / 0603

818 W 7th Street, Suite 850

Los Angeles CA 90017

213-624-1171

6/16/2015

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies. NM 772 07-10

25/13663 | WJ_0616 | 7/15-7/16 - 01/2/1, 21/2, WC/1, D/E | Nicolas Masini | 6/16/2015 12:00:00 PM (GMT) | Page 1 of 1

LDI COI 268896 02 11



State of California
Department of Industrial Relations

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[Department of Industrial Relations \(DIR\)](#)


Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

Current Fiscal Year: 2016 ▾

Registration Number:

1000000956

Contractor Legal Name:

example: ABC COMPANY

License Number:

example: 606309 (CSLB)

County:

Select County ▾

Search

Reset

Export as:  Excel |  PDF

Public Works Contractor Registration Web Search Results
 One Registered Contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	WEST COAST ARBORISTS, INC.	1000000956	ORANGE	ANAHEIM	06/26/2015	06/30/2016

v2.20150701b

EXHIBIT C
REVISED COST PROPOSAL “ Bid Sheet” 04-05-2016

City of Roseville
2016 Tree Pruning and Tree Maintenance Services

Labor	Unit price (hour)
ISA Certified Arborist & TRAQ	\$95.00
ISA Certified Tree Worker Climber Specialist	\$80.00
Grounds men	\$80.00
Qualified Applicator (QAL)	\$95.00
Supervisor	\$95.00
Project Manager	\$95.00
Three men crew rental including all necessary equipment	\$255.00
Three men crew rental emergency response including all necessary equipment after hours & weekends and holidays	\$330.00
Grid Pruning	Unit price per (tree)
Price per tree for all DBH classes, 0-60"+ DBH	\$74.00
Service Request Pruning	Unit price (tree)
Service Request Pruning 0-6" DBH	\$49.00
Service Request Pruning 7-12" DBH	\$149.00
Service Request Pruning 13-24" DBH	\$279.00
Service Request Pruning 25-36" DBH	\$479.00
Service Request Pruning >36"	\$889.00
Tree Removal	Unit price per inch
Tree only removal 0-24" DBH	\$22.00
Tree only removal >24" DBH	\$42.00
Stump Grinding	Unit price per inch
Stump grinding per inch	\$18.00
Tree & Stump removal	Unit price per inch
Tree & stump removal 0-24" DBH	\$40.00
Tree & stump removal >24" DBH	\$60.00
<u>Service Request Pruning in Open Space/Natural Resource Areas (Equipment access limited)</u>	Unit price (tree)
Pruning OS/NRS areas 0-6" DBH	\$65.00
Pruning OS/NRS areas 7-12" DBH	\$185.00
Pruning OS/NRS areas 13-24" DBH	\$395.00
Pruning OS/NRS areas 25-36" DBH	\$795.00

Pruning OS/NRS areas >36" DBH	\$1,495.00
<u>Tree Removal in Open Space/Natural Resource Areas (Equipment access limited)</u>	Unit price per inch
OS/NRS Tree removal 0-24" DBH	\$65.00
OS/NRS Tree removal >24" DBH	\$150.00
<u>Tree & Stump Removal in Open Space/Natural Resource Areas (Equipment access limited)</u>	Unit price per inch
OS/NRS Tree & stump removal 0-24" DBH	\$75.00
OS/NRS Tree & stump removal >24" DBH	\$150.00
Plant Healthcare	Unit price (inch)
Imidacloprid Soil injection	\$4.00
Imidacloprid Stem injection	\$7.00
Fungicide Application	\$5.00
Growth regulator Application	\$5.00
Deep Fertilizer application (square foot)	\$3.00
Tree Planting (includes plant installation, labor, tree species, materials and supplies, prices includes all tree species unless otherwise noted)	Unit price (tree)
15 gal tree	\$195.00
24" box tree	\$385.00
36" box tree	\$1,200.00
48" box tree	\$2,250.00
60" box tree	\$4,900.00
Services	Unit price per hour
Arborist Services	\$95.00
Crane including operator (specify size) *	\$150.00
Specialty equipment incl. operator (list equipment) **	\$160.00
Water truck or tow behind trailer (specify)***	\$50.00
Front loader	\$50.00
	Unit price per plan
Traffic Control Plan (each)	\$250.00

*95-foot aerial tower

**Big Boom, bobcat, roll-off truck with loader, etc.

***Tow behind trailer with a 400-gallon water tank

COOPERATIVE PURCHASING

It is intended that any other public agency (e.g., city, county, school district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City of Roseville shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

Revised

EXHIBIT C
REVISED COST PROPOSAL " Bid Sheet" 04-05-2016

City of Roseville
2016 Tree Pruning and Tree Maintenance Services

Labor	Unit price (hour)
ISA Certified Arborist & TRAQ	\$95.00
ISA Certified Tree Worker Climber Specialist	\$80.00
Grounds men	\$80.00
Qualified Applicator (QAL)	\$95.00
Supervisor	\$95.00
Project Manager	\$95.00
Three men crew rental including all necessary equipment	\$255.00
Three men crew rental emergency response including all necessary equipment after hours & weekends and holidays	\$330.00
Grid Pruning	Unit price per (tree)
Price per tree for all DBH classes, 0-60"+ DBH	\$74.00
Service Request Pruning	Unit price (tree)
Service Request Pruning 0-6" DBH	\$49.00
Service Request Pruning 7-12" DBH	\$119.00
Service Request Pruning 13-24" DBH	\$279.00
Service Request Pruning 25-36" DBH	\$479.00
Service Request Pruning >36"	\$889.00
Tree Removal	Unit price per inch
Tree only removal 0-24" DBH	\$22.00
Tree only removal >24" DBH	\$42.00
Stump Grinding	Unit price per inch
Stump grinding per inch	\$15.00
Tree & Stump removal	Unit price per inch
Tree & stump removal 0-24" DBH	\$37.00
Tree & stump removal >24" DBH	\$57.00
<u>Service Request Pruning in Open Space/Natural Resource Areas (Equipment access limited)</u>	Unit price (tree)
Pruning OS/NRS areas 0-6" DBH	\$65.00
Pruning OS/NRS areas 7-12" DBH	\$185.00
Pruning OS/NRS areas 13-24" DBH	\$395.00
Pruning OS/NRS areas 25-36" DBH	\$795.00

Pruning OS/NRS areas >36" DBH	\$1,495.00
<u>Tree Removal in Open Space/Natural Resource Areas (Equipment access limited)</u>	Unit price per inch
OS/NRS Tree removal 0-24" DBH	\$55.00
OS/NRS Tree removal >24" DBH	\$125.00
<u>Tree & Stump Removal in Open Space/Natural Resource Areas (Equipment access limited)</u>	Unit price per inch
OS/NRS Tree & stump removal 0-24" DBH	\$70.00
OS/NRS Tree & stump removal >24" DBH	\$140.00
Plant Healthcare	Unit price (inch)
Imidacloprid Soil injection	\$4.00
Imidacloprid Stem injection	\$7.00
Fungicide Application	\$5.00
Growth regulator Application	\$5.00
Deep Fertilizer application (square foot)	\$3.00
Tree Planting (includes plant installation, labor, tree species, materials and supplies, prices includes all tree species unless otherwise noted)	Unit price (tree)
15 gal tree	\$195.00
24" box tree	\$385.00
36" box tree	\$1,200.00
48" box tree	\$2,250.00
60" box tree	\$4,900.00
Services	Unit price per hour
Arborist Services	\$95.00
Crane including operator (specify size) *	\$150.00
Specialty equipment incl. operator (list equipment) **	\$150.00
Water truck or tow behind trailer (specify)***	\$50.00
Front loader	\$50.00
	Unit price per plan
Traffic Control Plan (each)	\$200.00

*95-foot aerial tower

**Big Boom, bobcat, roll-off truck with loader, etc.

***Tow behind trailer with a 400-gallon water tank

COOPERATIVE PURCHASING

It is intended that any other public agency (e.g., city, county, school district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City of Roseville shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.



COUNCIL COMMUNICATION

CC #: 7816

File #: 0201-01 & 0717

Title: Tower Theater Loan - Budget Adjustment

Contact: Jacquelyn Flickinger 916-774-5516 jflickinger@roseville.ca.us

Meeting Date: 7/6/2016

Item #: 6.29.

RECOMMENDATION TO COUNCIL

Adopt an ordinance approving a Budget Adjustment to allow for write off of an uncollectible loan to the Roseville Arts Center.

BACKGROUND

The City was gifted the Tower Theater with significant electrical issues, among others. In order for the building to be occupied significant electrical improvements were necessary. An application was completed to ask for a deferral/loan to make the repairs necessary for the Roseville Arts Center to occupy the Tower Theater. The application was reviewed by the Economic Development Advisory Committee which recommended to the City Council to approve the deferral/loan.

On May 1, 1996 City Council approved a \$40,000.00 deferral/loan between the Electric Rehabilitation Fund (Fund 491) and the Roseville Arts Center for the purpose of renovating the Tower Theater. The payment were broken out as follows:

- Deferral of Electric Department Charges \$13,100.00
- Loan for off-site work coordinated by the Electric Department \$ 8,900.00
- Loan for on-site work coordinated by the Roseville Arts Center \$18,000.00

The deferral and principal and interest (4.5%) of the loan was due upon occupancy (2002-2003). A payment was made in the amount of \$13,092.00 to repay the deferral on May 19, 2003, however an outstanding balance of \$26,908.00 still remains.

The loan was backed by an unsecured Promissory Note with the Roseville Community Projects, Inc., doing business as the Roseville Arts Center, a California non-profit. It appears that this non-profit is no longer in business as they are not currently registered with the Attorney General's Office, a requirement for non-profits. In addition, loan was made to the non-profit itself and not secured personally by any individuals. As a result of the non-profit no longer operating and the loan not being personally secured, this loan has been deemed uncollectible.

FISCAL IMPACT

There will be a fiscal impact of \$26,908.00 to the Electric Rehabilitation Fund (491) of the City as a result of this action.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on federal guidelines approximately one job is created for every \$92,000.00 in direct government spending. Since this is a budget adjustment, no jobs will be created.

ENVIRONMENTAL REVIEW

A budget adjustment is not considered a project defined by 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)).

Respectfully Submitted,

Jacquelyn Flickinger, Accounting Supervisor

Monty Hanks, Finance Director

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5703

budget adj form

ORDINANCE NO. 5703

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2015-16
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 2015-16, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for an uncollectible loan to the Roseville Arts Center per the request of the Finance Department, as listed on the attached Request for Budget Adjustment in the amount of \$26,908.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information](#)

REQUESTER*: Jacquelyn Flickinger

DEPARTMENT/DIVISION*: Finance

FISCAL YEAR/EFFECTIVE DATE*: 2015-16

PROPOSED COUNCIL DATE (if applicable): 06/15/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
26,908	00491	8001	491			Uncollectible Accounts
\$ 26,908	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
26,908			491			Electric Rehabilitation Fund
\$ 26,908	TOTAL					

FINANCE USE	Approved: <i>Kathy Cullen</i> 5/26/16 BUDGET MANAGER/DESIGNEE DATE	Comments:
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Justification for Budget Adjustment*:

On May 1, 1996 City Council approved a \$40,000 deferral/loan between the Electric Rehabilitation Fund (Fund 491) and the Roseville Arts Center for the purpose of renovating the Tower Theater. The deferral and principal and interest (4.5%) of the loan was due upon occupancy (2002-2003). A payment was made in the amount of \$13,092 to repay the deferral on May 19, 2003, however an outstanding balance of \$26,908 still remains. The non-profit is no longer operating and the loan not being personally secured, therefore this loan has been deemed uncollectible.

Approved: <i>Walter Hand</i> REQUESTING DEPARTMENT HEAD / DESIGNEE DATE	Approved: CITY MANAGER DATE
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COUNCIL COMMUNICATION

CC #: 7825

File #: 0201-01 & 0600-01

Title: Staffing and Salary Schedule Changes - Budget Adjustment

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

Meeting Date: 7/6/2016

Item #: 6.30.

RECOMMENDATION TO COUNCIL

Staff recommends adding new classifications and allocations for ERP Manager and Recycling and Organics Coordinator to support the City's current business needs. In addition, staff is recommending a salary increase for Refuse and Stormwater Utility Manager to set the salary commensurate with the level of complexity and managerial responsibility for this new position. It is recommended that City Council take the following actions:

- 1 . Adopt an ordinance to approve the attached Management A & B salary schedules (Appendix D) reflecting the addition of ERP Manager (6520, B851) and salary increase for Refuse & Stormwater Manager (6244, B846) effective July 09, 2016; and
- 2 . Adopt an ordinance to approve the attached Local 39 A & B salary schedules (Appendix C) reflecting the addition of Recycling and Organics Coordinator (6150/B548) effective July 9, 2016; and
- 3 . Motion to approve the attached city-wide allocation schedule effective July 9, 2016; and
- 4 . Adopt an ordinance approving the attached budget adjustment to provide funding for the Refuse and Stormwater Utility Manager salary adjustment.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan. Staff is continually evaluating organizational structure and staffing levels necessary to provide high service levels to the community within the constraints of the budget.

ERP Project Manager:

Staff is embarking on a multi-year project to procure and implement a new Enterprise Resource Planning (ERP) system. An ERP is a business management software system that fully integrates the City's core finance, budget, human resources, payroll, and procurement functions. Staff is recommending adding an ERP Project Manager to manage this critical project that impacts every City department. The fiscal salary & benefits impact of \$150,890 is funded by the CIP funds put aside for this project.

Refuse and Stormwater Utility Manager:

The Environmental Utilities department has restructured the department. As part of this reorganization, the Refuse Utility Manager has recently been assigned stormwater management with respect to the development and implementation of programs and regulatory compliance. With the increase in programmatic responsibilities, it was recommended that a new position be developed, Refuse and Stormwater Utility Manager. This position and proposed salary was taken to council at the last council meeting. Since that time it was determined that the approved salary was not commensurate with the level of complexity and managerial responsibility for this new position. Staff is requesting that the currently vacant Refuse and Stormwater Utility Manager's salary be increased by 4%. Because the position was brought to council after the proposed FY17 budget was developed, the initial and the proposed increase in salary and benefits would have a fiscal impact of \$36,833.

Recycling & Organics Coordinator:

Due to recent regulatory requirement, the City is required to have an Organics program. The Environmental Utilities Department is requesting the new position of Recycling and Organics Coordinator to support this program. This position will be responsible for planning and coordinating all aspects of the Organics Collection Program. This position will work directly with key customers in managing their waste, making recommendations for service, tracking their progress and community program changes. The fiscal salary & benefits impact of \$92,286 was included in the FY17 budget.

FISCAL IMPACT

FISCAL IMPACT

The proposed changes will result in an annual cost of \$337,958 and a fiscal impact of \$280,059.

From	New Positions	Current Salary & Benefits	Proposed Salary & Benefits	Fiscal Impact
New Position	ERP Project Manager	\$0.00	\$ 186,816	\$150,890
Total				\$150,890

The fiscal impact is funded by the CIP funds put aside for this project.

Environmental Utilities

From	To	Current Salary & Benefits	Proposed Salary & Benefits	Fiscal Impact
Position to be eliminated after promotional process	Refuse & Stormwater Utility Manager	\$199,164.51	\$236,048	\$36,883
New Position	Recycling and Organics Coordinator	\$0.00	\$114,259	\$92,286
Total:				\$129,169

The Recycling and Organics Coordinator salary and benefits was included in the FY17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Two new jobs will be created by this action.

ENVIRONMENTAL REVIEW

Salary schedule and staffing changes are not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Linda Hampton, Senior Human Resources Analyst

Gayle Satchwell, Human Resources Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Allocation Schedule 07/09/2016

Ordinance 5705

Management Salary Schedule A 07/09/2016

Management Salary Schedule B 07/09/2016

Ordinance 5706

Local 39 Salary Schedule A 07/09/2016

Local 39 Salary Schedule B 07/09/2016

Ordinance No. 5707

Budget Adjustment - EU

Position Allocation/Staffing Report by Department and Location ("Division")				(Over)/ Under Staffed Variance
Position Title		Allocated FTE	Staffed FTE	
Department: 20 CITY ATTORNEY				
Div/Loc: 02000 - CITY ATTORNEY				
020000245	ASSISTANT CITY ATTORNEY	1.000	1.000	
020001200	CITY ATTORNEY	1.000	1.000	
020001655	DEPUTY CITY ATTORNEY I	0.000	1.000	(1.000)
020001658	DEPUTY CITY ATTORNEY II	2.000	2.000	
020004094	LEGAL CLERK I (C)	0.000	0.750	(.750)
020004096	LEGAL CLERK II (C)	2.000	1.000	1.000
020005015	PARALEGAL (C)	1.000	1.000	
020007123	SR DEPUTY CITY ATTORNEY	2.000	1.000	1.000
TOTAL FOR LOC/DIV 02000 - CITY ATTORNEY:		9.000	8.750	.250
TOTAL FOR DEPARTMENT 20 - CITY ATTORNEY:		9.000	8.750	.250
Department: 30 CITY MANAGER				
Div/Loc: 01500 - CITY MANAGER - ADMINISTRATION				
015001245	CHIEF FINANCIAL OFFICER	1.000	1.000	
015001240	CITY MANAGER	1.000	1.000	
015002550	EXECUTIVE ASST TO THE CITY MGR	1.000	1.000	
015004457	MANAGEMENT ASSISTANT II	2.000	2.000	
TOTAL FOR LOC/DIV 01500 - CITY MANAGER - ADMINISTRATION:		5.000	5.000	
Div/Loc: 01520 - PUBLIC AFFAIRS & COMMUNICATION				
015203451	GOVERNMENT RELATIONS ADMISTRAT	1.000	1.000	
015205615	PUB AFFAIRS&COMMUNICATN ADMNST	1.000	1.000	
015205610	PUBLIC AFFAIRS-COMMUNIC DIRECT	1.000	1.000	
015205565	PUBLIC INFORMATION OFFICER	1.000	1.000	
TOTAL FOR LOC/DIV 01520 - PUBLIC AFFAIRS & COMMUNICATION:		4.000	4.000	
Div/Loc: 08100 - DEVELOPMENT AND OPS-ADMIN				
081000325	ASSISTANT CITY MANAGER	1.000	1.000	
081002540	ENVIRONMENTAL COORDINATOR	1.000	1.000	
081004457	MANAGEMENT ASSISTANT II	1.000	1.000	
TOTAL FOR LOC/DIV 08100 - DEVELOPMENT AND OPS-ADMIN:		3.000	3.000	
TOTAL FOR DEPARTMENT 30 - CITY MANAGER:		12.000	12.000	
Department: 31 ECONOMIC DEVELOPMENT				
Div/Loc: 08110 - HOUSING ADMIN				
081103318	FINANCIAL ANALYST II	1.000	1.000	
081103402	HOUSING ANALYST II	2.000	0.000	2.000
081103589	HOUSING MANAGER	1.000	0.000	1.000
081103590	HOUSING SUPERVISOR	1.000	1.000	
081103592	HOUSING TECHNICIAN II	3.000	2.900	.100
081107148	SR HOUSING TECHNICIAN	1.000	1.000	
081103401	HOUSING ANALYST I	0.000	2.000	(2.000)
TOTAL FOR LOC/DIV 08110 - HOUSING ADMIN:		9.000	7.900	1.100
Div/Loc: 08123 - ECONOMIC DEVELOPMENT				
081231675	DEVELOPMENT ANALYST II	1.000	1.000	
081231710	ECONOMIC DEVELOPMENT DIRECTOR	1.000	1.000	
081231712	ECONOMIC DEVELOPMENT MANAGER	1.000	1.000	
TOTAL FOR LOC/DIV 08123 - ECONOMIC DEVELOPMENT:		3.000	3.000	
TOTAL FOR DEPARTMENT 31 - ECONOMIC DEVELOPMENT:		12.000	10.900	1.100
Department: 41 FINANCE				
		Page:	1	Date: 07/09/2016
Report: HR_ALLOC_STAFF_DEPT_LOC_ROSEV - HR: Allocation by Department, DivLoc - No Names		Time: 15:00:24		

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
Div/Loc: 05000 - FINANCE ADMINISTRATION				
050000050	ADMIN ANALYST II	1.000	1.000	
050000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
050006520	ERP MANAGER	1.000	0.000	1.000
050003301	FINANCE DIRECTOR	1.000	1.000	
TOTAL FOR LOC/DIV 05000 - FINANCE ADMINISTRATION:		4.000	3.000	1.000
Div/Loc: 05010 - BUDGET				
050100915	BUDGET ANALYST II	2.750	2.500	.250
050100930	BUDGET MANAGER	1.000	1.000	
TOTAL FOR LOC/DIV 05010 - BUDGET:		3.750	3.500	.250
Div/Loc: 05011 - PAYROLL				
050112900	FINANCE MANAGER	1.000	1.000	
050115103	PAYROLL CLERK II (C)	1.600	0.600	1.000
050115101	PAYROLL TECHNICIAN II	2.000	2.000	
050117141	SR PAYROLL TECHNICIAN	1.000	1.000	
TOTAL FOR LOC/DIV 05011 - PAYROLL:		5.600	4.600	1.000
Div/Loc: 05012 - ACCOUNTS PAYABLE				
050123335	FINANCE CLERK II	2.000	2.000	
050124957	OFFICE ASSISTANT II	0.625	0.625	
050127146	SR FINANCE CLERK	1.000	1.000	
050127147	SR FINANCE TECHNICIAN	1.000	1.000	
TOTAL FOR LOC/DIV 05012 - ACCOUNTS PAYABLE:		4.625	4.625	
Div/Loc: 05030 - CASH MANAGEMENT				
050303335	FINANCE CLERK II	0.500	0.500	
050303326	FINANCE TECHNICIAN II	1.000	1.000	
050303318	FINANCIAL ANALYST II	1.000	1.000	
TOTAL FOR LOC/DIV 05030 - CASH MANAGEMENT:		2.500	2.500	
Div/Loc: 05040 - UTIL BILLING & SERV - ADMIN				
050400920	BILLING SERVICES MANAGER	1.000	1.000	
TOTAL FOR LOC/DIV 05040 - UTIL BILLING & SERV - ADMIN:		1.000	1.000	
Div/Loc: 05041 - UTIL BILLING & SRV-FIELD SRV				
050414540	METER READER	4.500	4.500	
050414534	METER SERVICE WORKER	2.000	1.000	1.000
050414546	METER SERVICES SUPERVISOR	1.000	1.000	
050417200	SR METER SERVICE WORKER	1.000	1.000	
TOTAL FOR LOC/DIV 05041 - UTIL BILLING & SRV-FIELD SRV:		8.500	7.500	1.000
Div/Loc: 05042 - UTIL BILLING & SRV - BILLING				
050423326	FINANCE TECHNICIAN II	4.000	4.000	
050427147	SR FINANCE TECHNICIAN	2.000	2.000	
TOTAL FOR LOC/DIV 05042 - UTIL BILLING & SRV - BILLING:		6.000	6.000	
Div/Loc: 05043 - UTIL BILLING & SRV-SERVICES				
050433335	FINANCE CLERK II	11.750	10.250	1.500
050433310	FINANCE SUPERVISOR	1.000	1.000	
050433326	FINANCE TECHNICIAN II	1.000	1.000	
050437146	SR FINANCE CLERK	1.000	0.000	1.000
050433334	FINANCE CLERK I	0.000	2.500	(2.500)
TOTAL FOR LOC/DIV 05043 - UTIL BILLING & SRV-SERVICES:		14.750	14.750	
Div/Loc: 05050 - GEN ACCT - ADMINISTRATION				
050500040	ACCOUNTANT II	1.000	1.000	
050500041	ACCOUNTING MANAGER	1.000	1.000	
050500043	ACCOUNTING SUPERVISOR	1.000	1.000	

Position Allocation/Staffing Report by Department and Location ("Division")					(Over)/ Under Staffed Variance
PCN	Position Title	Allocated FTE	Staffed FTE		
TOTAL FOR LOC/DIV 05050 - GEN ACCT - ADMINISTRATION:		3.000	3.000		
Div/Loc: 05053 - GEN ACCT - ACCOUNTING					
050533326	FINANCE TECHNICIAN II	1.000	0.000		1.000
050533318	FINANCIAL ANALYST II	2.000	2.000		
TOTAL FOR LOC/DIV 05053 - GEN ACCT - ACCOUNTING:		3.000	2.000		1.000
TOTAL FOR DEPARTMENT 41 - FINANCE:		56.725	52.475		4.250
Department: 42 HUMAN RESOURCES					
Div/Loc: 03100 - HUMAN RESOURCES					
031000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000		
031000484	ASST HUMAN RESOURCES DIRECTOR	1.000	0.000		1.000
031003596	HUMAN RESOURCES ANALYST II	1.000	0.000		1.000
031003598	HUMAN RESOURCES DIRECTOR	1.000	1.000		
031003599	HUMAN RESOURCES MANAGER	1.000	1.000		
031005235	HUMAN RESOURCES TECH (C)	6.000	4.000		2.000
031007150	SR HUMAN RESOURCES ANALYST	1.000	1.000		
03100B102	HUMAN RESOURCES TECH (C)	0.000	1.000		(1.000)
03100B774	HUMAN RESOURCES ANALYST II	0.000	1.000		(1.000)
TOTAL FOR LOC/DIV 03100 - HUMAN RESOURCES:		12.000	10.000		2.000
Div/Loc: 03110 - RISK MGMT - ADMINISTRATION					
031103620	INSURANCE & CONTRACT TECH	1.000	0.000		1.000
031106450	RISK MANAGER	1.000	1.000		
031107178	SR HUMAN RESOURCES TECH (C)	1.000	1.000		
031105235	HUMAN RESOURCES TECH (C)	0.000	1.000		(1.000)
TOTAL FOR LOC/DIV 03110 - RISK MGMT - ADMINISTRATION:		3.000	3.000		
TOTAL FOR DEPARTMENT 42 - HUMAN RESOURCES:		15.000	13.000		2.000
Department: 43 INFORMATION TECHNOLOGY					
Div/Loc: 03120 - IT-STRAT PLNNG&DIGITAL COMMUN					
031201362	BUSINESS SYSTEMS ANALYST II	1.000	1.000		
031201180	CHIEF INFORMATION OFFICER	1.000	1.000		
031203625	INFO SECURITY ADMINISTRATOR	1.000	1.000		
031203616	IT PLANNING & POLICY TECH	1.000	0.000		1.000
031203602	IT PROGRAM MANAGER	1.000	1.000		
031207130	SR BUSINESS SYSTEMS ANALYST	1.625	1.625		
03120B469	IT PLANNING & POLICY TECH	0.000	1.000		(1.000)
TOTAL FOR LOC/DIV 03120 - IT-STRAT PLNNG&DIGITAL COMMUN:		6.625	6.625		
Div/Loc: 03121 - IT-DATABASE & CLOUD SOLUTION					
031213794	IT ANALYST II	1.000	1.000		
031213601	IT DIVISION MANAGER	1.000	1.000		
031217145	SR DATABASE ANALYST	1.000	1.000		
TOTAL FOR LOC/DIV 03121 - IT-DATABASE & CLOUD SOLUTION:		3.000	3.000		
Div/Loc: 03122 - IT-NETWORK & INFRASTRUCTURE					
031223794	IT ANALYST II	6.000	5.000		1.000
031223602	IT PROGRAM MANAGER	1.000	1.000		
031227149	SR IT TECHNICIAN	1.000	1.000		
031223793	IT ANALYST I	0.000	1.000		(1.000)
TOTAL FOR LOC/DIV 03122 - IT-NETWORK & INFRASTRUCTURE:		8.000	8.000		
Div/Loc: 03123 - IT-BUSINESS & CLOUD SOLUTIONS					
031231362	BUSINESS SYSTEMS ANALYST II	5.000	5.000		
031233602	IT PROGRAM MANAGER	1.000	1.000		
Page:		3	Date: 07/09/2016		
Report: HR_ALLOC_STAFF_DEPT_LOC_ROSEV - HR: Allocation by Department, DivLoc - No Names		Time: 15:00:24			

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
TOTAL FOR LOC/DIV 03123 - IT-BUSINESS & CLOUD SOLUTIONS:		6.000	6.000	
Div/Loc: 03124 - IT-GIS & ANALYTICS				
031243794	IT ANALYST II	2.000	2.000	
031243602	IT PROGRAM MANAGER	1.000	1.000	
031247130	SR BUSINESS SYSTEMS ANALYST	1.000	1.000	
TOTAL FOR LOC/DIV 03124 - IT-GIS & ANALYTICS:		4.000	4.000	
Div/Loc: 03125 - IT:CLIENT SERVICES				
031253601	IT DIVISION MANAGER	1.000	1.000	
031253618	IT TECHNICIAN II	3.000	3.000	
031257194	SR IT ANALYST	1.000	1.000	
031257149	SR IT TECHNICIAN	2.000	2.000	
TOTAL FOR LOC/DIV 03125 - IT:CLIENT SERVICES:		7.000	7.000	
Div/Loc: 03126 - IT-ENTERPRISE SOLUTIONS				
031261362	BUSINESS SYSTEMS ANALYST II	4.000	3.000	1.000
031263602	IT PROGRAM MANAGER	1.000	1.000	
TOTAL FOR LOC/DIV 03126 - IT-ENTERPRISE SOLUTIONS:		5.000	4.000	1.000
TOTAL FOR DEPARTMENT 43 - INFORMATION TECHNOLOGY:		39.625	38.625	1.000
Department: 44 CITY CLERK				
Div/Loc: 03200 - CITY CLERK - ADMINISTRATION				
032000250	ASST CITY CLERK	1.000	1.000	
032001220	CITY CLERK	1.000	1.000	
032001227	CITY CLERK TECHNICIAN II	2.000	2.000	
032001665	DEPUTY CITY CLERK II	3.000	3.000	
TOTAL FOR LOC/DIV 03200 - CITY CLERK - ADMINISTRATION:		7.000	7.000	
TOTAL FOR DEPARTMENT 44 - CITY CLERK:		7.000	7.000	
Department: 45 CENTRAL SERVICES				
Div/Loc: 03300 - CENTRAL SERV - ADMINISTRATION				
033000050	ADMIN ANALYST II	1.000	1.000	
033000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
033001125	CENTRAL SERVICES DIRECTOR	1.000	1.000	
TOTAL FOR LOC/DIV 03300 - CENTRAL SERV - ADMINISTRATION:		3.000	3.000	
Div/Loc: 03311 - PURCHASING				
033110084	ADMIN TECHNICIAN	1.000	0.000	1.000
033111055	BUYER I	0.000	1.000	(1.000)
033111060	BUYER II	3.000	1.000	2.000
033115652	PURCHASING & WAREHOUSE MANAGER	1.000	1.000	
033117139	SENIOR BUYER	1.000	0.000	1.000
03311B402	ADMINISTRATIVE TECHNICIAN	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 03311 - PURCHASING:		6.000	4.000	2.000
Div/Loc: 03312 - CENTRAL STORES				
033121450	COURIER	1.000	1.000	
033127203	SR WAREHOUSE WORKER	1.000	1.000	
033128952	WAREHOUSE WORKER II	1.000	1.000	
TOTAL FOR LOC/DIV 03312 - CENTRAL STORES:		3.000	3.000	
Div/Loc: 03321 - AUTOMOTIVE SERVICES				
033212565	EQUIPMENT MAINT. SUPERVISOR	1.000	1.000	
033212560	EQUIPMENT SERVICEWORKER	4.000	3.000	1.000
033213392	FLEET MANAGER	1.000	1.000	

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
033214501	MECHANIC II	8.000	5.000	3.000
033214957	OFFICE ASSISTANT II	1.000	1.000	
033217189	SR MECHANIC	2.000	2.000	
033218938	VEHICLE MAINT PARTS BUYER	1.000	0.000	1.000
033218940	VEHICLE MAINT SERVICEWRITER	1.000	1.000	
033218952	WAREHOUSE WORKER II	1.000	1.000	
033214500	MECHANIC I	0.000	2.000	(2.000)
03321B530	VEHICLE MAINT PARTS BUYER	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 03321 - AUTOMOTIVE SERVICES:		20.000	18.000	2.000
Div/Loc: 03322 - AUTO REPLACEMENT				
033223319	FLEET MANAGEMENT TECHNICIAN	1.000	1.000	
TOTAL FOR LOC/DIV 03322 - AUTO REPLACEMENT:		1.000	1.000	
Div/Loc: 03331 - BUILDING MAINTENANCE				
033311032	BLDG MAINTENANCE WORKER II	4.000	4.000	
033313395	FACILITIES MANAGER	1.000	1.000	
033314957	OFFICE ASSISTANT II	0.750	0.662	.087
033315560	PROJECT COORDINATOR	1.000	1.000	
033317119	SR BUILDING MAINTENANCE WORKER	2.000	2.000	
TOTAL FOR LOC/DIV 03331 - BUILDING MAINTENANCE:		8.750	8.662	.087
Div/Loc: 03332 - JANITORIAL				
033321485	CUSTODIAN	5.000	5.000	
033327144	SR CUSTODIAN	1.000	1.000	
TOTAL FOR LOC/DIV 03332 - JANITORIAL:		6.000	6.000	
TOTAL FOR DEPARTMENT 45 - CENTRAL SERVICES:		47.750	43.662	4.087

Department: 50 POLICE

Div/Loc: 05500 - POLICE - ADMINISTRATION

055000050	ADMIN ANALYST II	1.000	1.000	
055000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
055000510	ASSISTANT POLICE CHIEF	1.000	1.000	
055005400	POLICE CAPTAIN	2.000	2.000	
055005410	POLICE CHIEF	1.000	1.000	
055005420	POLICE LIEUTENANT	1.000	1.000	
055005430	POLICE OFFICER	1.000	1.000	
055005440	POLICE RECORDS CLERK II	1.000	1.000	
055005470	POLICE SERGEANT	1.000	1.000	
TOTAL FOR LOC/DIV 05500 - POLICE - ADMINISTRATION:		10.000	10.000	

Div/Loc: 05511 - RECORDS-PROPERTY

055115434	POLICE PROP & EVIDENCE CLRK II	3.000	1.000	2.000
055115429	POLICE PROPERTY & EVIDENCE SUP	1.000	1.000	
055115435	POLICE RECORDS CLERK I	0.000	2.000	(2.000)
055115440	POLICE RECORDS CLERK II	8.000	5.000	3.000
055115494	POLICE SCENE TECHNICIAN II	4.000	3.000	1.000
055115489	POLICE SERVICES ADMINISTRATOR	1.000	1.000	
055115748	RECORDS SUPERVISOR	1.000	1.000	
055115433	POLICE PROP & EVIDENCE CLRK I	0.000	1.000	(1.000)
055115492	POLICE SCENE TECHNICIAN I	0.000	1.000	(1.000)
05511B929	POLICE RECORDS CLERK I	0.000	3.000	(3.000)
TOTAL FOR LOC/DIV 05511 - RECORDS-PROPERTY:		18.000	19.000	(1.000)

Div/Loc: 05513 - POLICE COMMUNICATIONS

055131430	COMMUNICATIONS SUPERVISOR	3.000	3.000	
055131700	DISPATCHER II	19.500	16.500	3.000
055135489	POLICE SERVICES ADMINISTRATOR	1.000	1.000	

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
05513B923	DISPATCHER I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 05513 - POLICE COMMUNICATIONS:		23.500	21.500	2.000
Div/Loc: 05514 - COMMUNITY SERVICES				
055141645	DEPT PUBLIC INFO OFFICER	1.000	1.000	
055145430	POLICE OFFICER	6.000	5.000	1.000
055145440	POLICE RECORDS CLERK II	1.000	0.000	1.000
055145470	POLICE SERGEANT	1.000	1.000	
055145485	POLICE SOCIAL SVCS ADMINSTR	1.000	1.000	
055145654	PUB SAFETY OUTREACH & COMM REL	1.000	1.000	
055145657	PUBLIC SAFETY PROGRAM COORD	1.000	1.000	
TOTAL FOR LOC/DIV 05514 - COMMUNITY SERVICES:		12.000	10.000	2.000
Div/Loc: 05531 - PATROL				
055311380	COMMUNITY SVCS OFFICER II	9.000	5.000	4.000
055315420	POLICE LIEUTENANT	3.000	3.000	
055315430	POLICE OFFICER	74.000	70.000	4.000
055315470	POLICE SERGEANT	9.000	8.000	1.000
055315710	RANGEMASTER	1.000	1.000	
TOTAL FOR LOC/DIV 05531 - PATROL:		96.000	87.000	9.000
Div/Loc: 05532 - INVESTIGATIONS				
055321380	COMMUNITY SVCS OFFICER II	2.000	2.000	
055321475	CRIME ANALYST	2.000	2.000	
055325420	POLICE LIEUTENANT	1.000	1.000	
055325430	POLICE OFFICER	17.000	21.000	(4.000)
055325440	POLICE RECORDS CLERK II	2.000	1.000	1.000
055325470	POLICE SERGEANT	2.000	3.000	(1.000)
TOTAL FOR LOC/DIV 05532 - INVESTIGATIONS:		26.000	30.000	(4.000)
Div/Loc: 05533 - ANIMAL CONTROL				
055330100	ANIMAL CONTROL OFFICER	2.000	2.000	
055330110	ANIMAL CONTROL SUPERVISOR	1.000	1.000	
TOTAL FOR LOC/DIV 05533 - ANIMAL CONTROL:		3.000	3.000	
Div/Loc: 05535 - POLICE TRAFFIC				
055355420	POLICE LIEUTENANT	1.000	1.000	
055355430	POLICE OFFICER	7.000	6.000	1.000
055355470	POLICE SERGEANT	1.000	1.000	
055351380	COMMUNITY SVCS OFFICER II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 05535 - POLICE TRAFFIC:		9.000	9.000	
TOTAL FOR DEPARTMENT 50 - POLICE:		197.500	189.500	8.000

Department: 60 FIRE

Div/Loc: 06000 - FIRE - ADMINISTRATION

060000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
060003330	FIRE CHIEF	1.000	1.000	
060003389	FIRE TECHNICIAN II	1.000	1.000	
060004957	OFFICE ASSISTANT II	1.000	1.000	
060005654	PUB SAFETY OUTREACH & COMM REL	0.500	0.000	.500
TOTAL FOR LOC/DIV 06000 - FIRE - ADMINISTRATION:		4.500	4.000	.500

Div/Loc: 06011 - FIRE PREVENTION

060111645	DEPT PUBLIC INFO OFFICER	1.000	1.000	
060113377	FIRE & ENVIR SAFETY INSPEC II	1.000	2.000	(1.000)
060113332	FIRE DIVISION CHIEF	1.000	1.000	
060113382	FIRE INSPECTION SUPERVISOR	2.000	2.000	
060113385	FIRE INSPECTOR II	2.000	1.000	1.000

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
060113454	HAZARDOUS MATERIALS INSPECTOR	1.000	1.000	
	TOTAL FOR LOC/DIV 06011 - FIRE PREVENTION:	8.000	8.000	
Div/Loc: 06021 - FIRE OPERATIONS				
060210480	ASST FIRE CHIEF	1.000	1.000	
060213391	FIRE BATALLION CHIEF (8HR)	1.000	1.000	
060210905	FIRE BATTALION CHIEF	3.000	3.000	
060213320	FIRE CAPTAIN	30.000	28.000	2.000
060213340	FIRE ENGINEER	30.000	29.000	1.000
060213355	FIREFIGHTER PARAMEDIC II	36.000	26.000	10.000
060213353	FIREFIGHTER PARAMEDIC I	0.000	5.000	(5.000)
06021F320	FIRE CAPTAIN 8 HOUR	0.000	1.000	(1.000)
06021F340	FIRE ENGINEER - 8 HOUR	0.000	1.000	(1.000)
06021F355	FIREFIGHTER PARAMEDIC	0.000	6.000	(6.000)
	TOTAL FOR LOC/DIV 06021 - FIRE OPERATIONS:	101.000	101.000	
Div/Loc: 06022 - FIRE TRAINING				
060222415	EMS QUAL ASSURANCE COORDINATOR	1.000	0.000	1.000
060223391	FIRE BATALLION CHIEF (8HR)	1.000	1.000	
	TOTAL FOR LOC/DIV 06022 - FIRE TRAINING:	2.000	1.000	1.000
Div/Loc: 06025 - FIRE LOGISTICS				
060250050	ADMINISTRATIVE ANALYST II	1.000	1.000	
060250480	ASST FIRE CHIEF	1.000	1.000	
060253412	GIS ANALYST II	1.000	1.000	
	TOTAL FOR LOC/DIV 06025 - FIRE LOGISTICS:	3.000	3.000	
Div/Loc: 06040 - EMERGENCY PREPAREDNESS				
060403332	FIRE DIVISION CHIEF	1.000	1.000	
	TOTAL FOR LOC/DIV 06040 - EMERGENCY PREPAREDNESS:	1.000	1.000	
TOTAL FOR DEPARTMENT 60 - FIRE:		119.500	118.000	1.500

Department: 71 PARKS AND RECREATION

Div/Loc: 08500 - PARKS & REC - ADMINISTRATION

085000084	ADMIN TECHNICIAN	1.000	1.000	
085000050	ADMINISTRATIVE ANALYST II	1.000	1.000	
085000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
085004517	MARKET & COMMUNICATIONS ANA II	1.000	1.000	
085005010	PARKS,REC & LIB BUS ADMINISTR	1.000	1.000	
085005082	PARKS,REC & LIBRARIES DIRECTOR	1.000	1.000	
	TOTAL FOR LOC/DIV 08500 - PARKS & REC - ADMINISTRATION:	6.000	6.000	

Div/Loc: 08501 - PARK DEVELOPMENT

085015022	PARK DEVELOPMENT ANALYST II	1.000	1.000	
085015024	PARK PLANNING & DEV SUPERINTEN	1.000	1.000	
085017192	SR PARKS MAINTENANCE WORKER	1.000	1.000	
	TOTAL FOR LOC/DIV 08501 - PARK DEVELOPMENT:	3.000	3.000	

Div/Loc: 08505 - RECREATION STAFFING

085051401	COMMUNITY RELATIONS ANALYST	1.000	1.000	
085054957	OFFICE ASSISTANT II	4.000	2.000	2.000
085056122	RECREATION COORDINATOR II	6.000	5.000	1.000
085056125	RECREATION MANAGER	1.000	1.000	
085056145	RECREATION SUPERINTENDENT	3.000	3.000	
085056147	RECREATION SUPERVISOR	3.000	3.000	
085054956	OFFICE ASSISTANT I	0.000	2.000	(2.000)
08505B502	RECREATION COORDINATOR II	0.000	1.000	(1.000)

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
TOTAL FOR LOC/DIV 08505 - RECREATION STAFFING:		18.000	18.000	
Div/Loc: 08521 - MAIDU MUSEUM & HISTORIC SITE				
085213732	INTERPRETIVE SRVCS SPECIAL II	1.000	0.000	1.000
085213740	INTERPRETIVE SRVCS SUPERVISOR	1.000	1.000	
085214957	OFFICE ASSISTANT II	1.000	1.000	
085213730	INTERPRETIVE SRVCS SPECIALST I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08521 - MAIDU MUSEUM & HISTORIC SITE:		3.000	3.000	
Div/Loc: 08530 - AQUATICS				
085305080	PARKS MAINTENANCE WORKER II	1.000	0.000	1.000
085305070	PARKS MAINTENANCE WORKER I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08530 - AQUATICS:		1.000	1.000	
Div/Loc: 08541 - ADVENTURE CLUBS				
085410376	ASSISTANT CHILD CARE SITE COOR	4.000	2.000	2.000
085411225	CHILD CARE SITE COORDINATOR	13.000	13.000	
085414957	OFFICE ASSISTANT II	1.000	1.000	
085415045	PARKS, REC, & LIBRARIES TECH	1.000	0.000	1.000
085416147	RECREATION SUPERVISOR	3.000	2.000	1.000
085410084	ADMIN TECHNICIAN	0.000	1.000	(1.000)
08541B815	RECREATION SUPERVISOR	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08541 - ADVENTURE CLUBS:		22.000	20.000	2.000
Div/Loc: 08545 - AFTER SCHOOL EDUCATION_SAFETY				
085451225	CHILD CARE SITE COORDINATOR	1.000	2.000	(1.000)
TOTAL FOR LOC/DIV 08545 - AFTER SCHOOL EDUCATION_SAFETY:		1.000	2.000	(1.000)
Div/Loc: 08546 - CDE-CHILD DEVELOPMENT				
085461225	CHILD CARE SITE COORDINATOR	3.000	2.000	1.000
TOTAL FOR LOC/DIV 08546 - CDE-CHILD DEVELOPMENT:		3.000	2.000	1.000
Div/Loc: 08550 - PARK OPERATIONS - ADMIN				
085504957	OFFICE ASSISTANT II	1.000	1.000	
085505090	PARKS SUPERINTENDENT	1.000	1.000	
085505069	PARKS SUPERVISOR	3.000	3.000	
085505045	PARKS, REC, & LIBRARIES TECH	1.000	1.000	
TOTAL FOR LOC/DIV 08550 - PARK OPERATIONS - ADMIN:		6.000	6.000	
Div/Loc: 08551 - OPEN SPACE/TREE MAINTENANCE				
085514862	NATURAL RESOURCES TECHNICIAN	1.000	1.000	
085514872	NATURAL RESOURCES WORKER II	1.000	0.000	1.000
085514960	OPEN SPACE SUPERINTENDENT	1.000	1.000	
085517154	SR NATURAL RESOURCES WORKER	1.000	1.000	
085517201	SR TREE TRIMMER	1.000	0.000	1.000
085518310	TREE TRIMMER	1.000	1.000	
085518762	URBAN FORESTER	1.000	1.000	
TOTAL FOR LOC/DIV 08551 - OPEN SPACE/TREE MAINTENANCE:		7.000	5.000	2.000
Div/Loc: 08555 - PARKS - MAINTENANCE				
085555075	IRRIGATION TECHNICIAN	1.000	1.000	
085555070	PARKS MAINTENANCE WORKER I	0.000	1.000	(1.000)
085555080	PARKS MAINTENANCE WORKER II	18.000	15.000	3.000
085557192	SR PARKS MAINTENANCE WORKER	10.000	9.000	1.000
TOTAL FOR LOC/DIV 08555 - PARKS - MAINTENANCE:		29.000	26.000	3.000
TOTAL FOR DEPARTMENT 71 - PARKS AND RECREATION:		99.000	92.000	7.000

Department: 72 LIBRARY

Position Allocation/Staffing Report by Department and Location ("Division")					(Over)/ Under Staffed Variance
PCN	Position Title	Allocated FTE	Staffed FTE		
Div/Loc: 06500 - LIBRARY - ADMIN/TECH SERVICES					
065001224	CITY LIBRARIAN	1.000	1.000		
065004152	LIBRARIAN II	7.500	6.500		1.000
065004210	LIBRARY ASSISTANT II	7.000	6.000		1.000
065004246	LIBRARY SUPERVISOR	4.000	4.000		
065004250	LIBRARY TECHNICIAN	5.000	5.000		
065004151	LIBRARIAN I	0.000	1.000		(1.000)
06500B478	LIBRARY ASSISTANT II	0.000	1.000		(1.000)
TOTAL FOR LOC/DIV 06500 - LIBRARY - ADMIN/TECH SERVICES:		24.500	24.500		
TOTAL FOR DEPARTMENT 72 - LIBRARY:		24.500	24.500		
TOTAL FOR DEPARTMENT 80 - DEVELOPMENT AND OPERATIONS:		0.000	0.000		
TOTAL FOR DEPARTMENT 82 - PLANNING,REDEVELOPMENT,HOUSING:		0.000	0.000		
Department: 83 PUBLIC WORKS					
Div/Loc: 08300 - PUBLIC WORKS - ADMINISTRATION					
083000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000		
083005635	PUBLIC WORKS DIRECTOR	1.000	1.000		
TOTAL FOR LOC/DIV 08300 - PUBLIC WORKS - ADMINISTRATION:		2.000	2.000		
Div/Loc: 08320 - ENGINEERING					
083200084	ADMIN TECHNICIAN	1.000	1.000		
083200820	ASSOC ENGINEER	3.000	3.000		
083200338	ASST ENGINEER	8.000	6.000		2.000
083203792	JR ENGINEER	0.000	2.000		(2.000)
083205514	PRINCIPAL ENGINEER	1.000	1.000		
083207142	SR ENGINEER	2.750	2.750		
TOTAL FOR LOC/DIV 08320 - ENGINEERING:		15.750	15.750		
Div/Loc: 08321 - FLOOD ALERT					
083210338	ASST ENGINEER	1.000	0.000		1.000
TOTAL FOR LOC/DIV 08321 - FLOOD ALERT:		1.000	0.000		1.000
Div/Loc: 08335 - TRAFFIC SIGNALS					
083352380	ELECTRONICS TECHNICIAN I	0.000	1.000		(1.000)
083352385	ELECTRONICS TECHNICIAN II	5.000	4.000		1.000
083355519	PREVENTATIVE MAINT SUPERVISOR	1.000	1.000		
083357170	SR ELECTRIC TECHNICIAN	1.000	1.000		
083352376	TRAFFIC SIGNAL MAINT WKR II	1.000	0.000		1.000
083352375	TRAFFIC SIGNAL MAINT WKR I	0.000	1.000		(1.000)
TOTAL FOR LOC/DIV 08335 - TRAFFIC SIGNALS:		8.000	8.000		
Div/Loc: 08340 - STREETS - ADMINISTRATION					
083400084	ADMINISTRATIVE TECHNICIAN	1.000	0.000		1.000
083404957	OFFICE ASSISTANT II	2.000	2.000		
083407522	STREET MAINTENANCE SUPERVISOR	3.000	3.000		
083407520	STREET MAINTENANCE SUPT	1.000	1.000		
TOTAL FOR LOC/DIV 08340 - STREETS - ADMINISTRATION:		7.000	6.000		1.000
Div/Loc: 08342 - STREET DRAINAGE					
083427187	SR STREET MAINTENANCE WORKER	1.000	1.000		
083427530	STREET MAINTENANCE WORKER II	1.000	1.000		
TOTAL FOR LOC/DIV 08342 - STREET DRAINAGE:		2.000	2.000		
Div/Loc: 08343 - PAVING					
083437162	SR ENGINEERING TECHNICIAN	1.000	0.000		1.000
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Report: HR_ALLOC_STAFF_DEPT_LOC_ROSEV - HR: Allocation by Department, DivLoc - No Names		Time: 15:00:24			

Position Allocation/Staffing Report by Department and Location ("Division")					(Over)/ Under Staffed
PCN	Position Title	Allocated FTE	Staffed FTE	Variance	
083437187	SR STREET MAINTENANCE WORKER	2.000	2.000		
083437525	STREET MAINTENANCE WORKER I	0.000	1.000	(1.000)	
083437530	STREET MAINTENANCE WORKER II	11.000	8.000	3.000	
08343B526	STREET MAINTENANCE WORKER I	0.000	2.000	(2.000)	
TOTAL FOR LOC/DIV 08343 - PAVING:		14.000	13.000	1.000	
Div/Loc: 08344 - STREET SIGNS					
083447187	SR STREET MAINTENANCE WORKER	1.000	1.000		
083447530	STREET MAINTENANCE WORKER II	2.000	1.000	1.000	
TOTAL FOR LOC/DIV 08344 - STREET SIGNS:		3.000	2.000	1.000	
Div/Loc: 08345 - STREET PAINT					
083457187	SR STREET MAINTENANCE WORKER	1.000	1.000		
083457530	STREET MAINTENANCE WORKER II	2.000	1.000	1.000	
TOTAL FOR LOC/DIV 08345 - STREET PAINT:		3.000	2.000	1.000	
Div/Loc: 08348 - STREET SWEEPING					
083487187	SR STREET MAINTENANCE WORKER	1.000	1.000		
083487530	STREET MAINTENANCE WORKER II	1.000	0.000	1.000	
083487540	STREET SWEEPER OPERATOR	4.000	4.000		
083487525	STREET MAINTENANCE WORKER I	0.000	1.000	(1.000)	
TOTAL FOR LOC/DIV 08348 - STREET SWEEPING:		6.000	6.000		
Div/Loc: 08350 - TRANSPORTATION-ADMIN					
083500084	ADMIN TECHNICIAN	1.000	1.000		
083500088	ALTERNATIVE TRANSP ANALYST II	1.000	1.000		
083500090	ALTERNATIVE TRANSP MGR	1.000	1.000		
083503318	FINANCIAL ANALYST II	1.000	0.000	1.000	
083504957	OFFICE ASSISTANT II	1.750	0.000	1.750	
083503316	FINANCIAL ANALYST I	0.000	1.000	(1.000)	
083504956	OFFICE ASSISTANT I	0.000	1.000	(1.000)	
TOTAL FOR LOC/DIV 08350 - TRANSPORTATION-ADMIN:		5.750	5.000	.750	
Div/Loc: 08352 - TRANSPORTATION					
083520088	ALTERNATIVE TRANSP ANALYST II	1.750	1.750		
083520338	ASST ENGINEER	1.000	0.000	1.000	
083524517	MARKET & COMMUNICATIONS ANA II	1.000	1.000		
083524957	OFFICE ASSISTANT II	0.750	0.750		
TOTAL FOR LOC/DIV 08352 - TRANSPORTATION:		4.500	3.500	1.000	
Div/Loc: 08354 - CTSA					
083541401	COMMUNITY RELATIONS ANALYST	0.500	0.500		
TOTAL FOR LOC/DIV 08354 - CTSA:		0.500	0.500		
TOTAL FOR DEPARTMENT 83 - PUBLIC WORKS:		72.500	65.750	6.750	

Department: 84 ENVIRONMENTAL UTILITIES

Div/Loc: 08400 - ENV UTIL - ADMINISTRATION

084000050	ADMIN ANALYST II	3.000	2.750	.250
084000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
084001050	BUSINESS SVCS ADMINISTRATOR	1.000	1.000	
084001548	DATA MANAGEMENT SPECIALIST II	1.000	0.000	1.000
084001645	DEPT PUBLIC INFO OFFICER	1.000	1.000	
084001684	ENVIRONMENTAL UTIL. DIRECTOR	1.000	1.000	
084002548	EU BUSINESS ADMINISTRATOR	1.000	0.000	1.000
084002547	EU RATE ANALYST II	3.000	0.000	3.000
084004517	MARKETING & COMMUNIC ANALYST II	1.000	0.000	1.000
TOTAL FOR LOC/DIV 08400 - ENV UTIL - ADMINISTRATION:		13.000	6.750	6.250

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
Div/Loc: 08402 - EU ASSET MANAGEMENT				
084020084	ADMIN TECHNICIAN	1.000	1.000	
084025533	PREVENTATIVE MAINTENANCE COORD	1.000	1.000	
084025514	PRINCIPAL ENGINEER	1.000	1.000	
TOTAL FOR LOC/DIV 08402 - EU ASSET MANAGEMENT:		3.000	3.000	
Div/Loc: 08405 - ENV UTIL-ENGINEERING				
084050411	ASSISTANT EU DIRECTOR	1.000	1.000	
084050820	ASSOC ENGINEER	3.000	2.000	1.000
084050338	ASST ENGINEER	1.000	2.000	(1.000)
084051434	CONSTRUCTION INSPECTOR II	2.000	1.000	1.000
084051672	DEVELOPMENT TECHNICIAN II	1.000	1.000	
084051350	ENGINEERING TECHNICIAN II	2.000	1.000	1.000
084053412	GIS ANALYST II	2.000	1.000	1.000
084054509	MAPPING SUPERVISOR	1.000	1.000	
084054957	OFFICE ASSISTANT II	1.000	1.000	
084055514	PRINCIPAL ENGINEER	1.000	1.000	
084056500	SAFETY COORDINATOR	1.000	1.000	
084057121	SR CONSTRUCTION INSPECTOR	1.000	1.000	
084057142	SR ENGINEER	3.000	3.000	
TOTAL FOR LOC/DIV 08405 - ENV UTIL-ENGINEERING:		20.000	17.000	3.000
Div/Loc: 08410 - SOLID WASTE - ADMINISTRATION				
084103335	FINANCE CLERK II	2.000	1.000	1.000
084104957	OFFICE ASSISTANT II	1.000	0.000	1.000
084106244	REFUSE & STORMWATER MANAGER	1.000	0.000	1.000
084106231	REFUSE SUPERINTENDENT	1.000	1.000	
084106242	REFUSE UTILITY MANAGER	1.000	1.000	
084107324	SOLID WASTE BILLING TECHNICIAN	1.000	1.000	
084103334	FINANCE CLERK I	0.000	1.000	(1.000)
084104956	OFFICE ASSISTANT I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08410 - SOLID WASTE - ADMINISTRATION:		7.000	6.000	1.000
Div/Loc: 08411 - RESIDENTIAL SOLID WASTE PICKUP				
084116235	REFUSE SUPERVISOR	1.000	1.000	
084116302	REFUSE TRUCK DRIVER I	0.000	1.000	(1.000)
084116304	REFUSE TRUCK DRIVER II	11.000	9.000	2.000
084117129	SR REFUSE TRUCK DRIVER	2.000	2.000	
TOTAL FOR LOC/DIV 08411 - RESIDENTIAL SOLID WASTE PICKUP:		14.000	13.000	1.000
Div/Loc: 08412 - COMMERCIAL SOLID WASTE PICKUP				
084126150	RECYCLING & ORGANICS COORDNTR	1.000	0.000	1.000
084126235	REFUSE SUPERVISOR	1.000	1.000	
084126302	REFUSE TRUCK DRIVER I	0.000	4.000	(4.000)
084126304	REFUSE TRUCK DRIVER II	16.000	11.000	5.000
084127129	SR REFUSE TRUCK DRIVER	2.000	2.000	
TOTAL FOR LOC/DIV 08412 - COMMERCIAL SOLID WASTE PICKUP:		20.000	18.000	2.000
Div/Loc: 08413 - SOLID WASTE MAINTENANCE				
084136225	REFUSE MAINT. WORKER I	0.000	1.000	(1.000)
084136226	REFUSE MAINT. WORKER II	4.000	3.000	1.000
084137129	SR REFUSE TRUCK DRIVER	1.000	1.000	
TOTAL FOR LOC/DIV 08413 - SOLID WASTE MAINTENANCE:		5.000	5.000	
Div/Loc: 08415 - RECYCLING				
084156304	REFUSE TRUCK DRIVER II	3.000	3.000	
TOTAL FOR LOC/DIV 08415 - RECYCLING:		3.000	3.000	
Div/Loc: 08416 - GREEN WASTE PROGRAM				
084166302	REFUSE TRUCK DRIVER I	0.000	1.000	(1.000)

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
084166304	REFUSE TRUCK DRIVER II	4.000	3.000	1.000
084167129	SR REFUSE TRUCK DRIVER	1.000	1.000	
TOTAL FOR LOC/DIV 08416 - GREEN WASTE PROGRAM:		5.000	5.000	
Div/Loc: 08420 - WASTEWATER - ADMINISTRATION				
084205514	PRINCIPAL ENGINEER	1.000	1.000	
084207142	SR ENGINEER	1.000	1.000	
084209045	WSTWTR UTILITY MANAGER	1.000	1.000	
TOTAL FOR LOC/DIV 08420 - WASTEWATER - ADMINISTRATION:		3.000	3.000	
Div/Loc: 08421 - WATER TREATMENT/STORAGE				
084219175	WATER TRMT PLT CHIEF OPERATOR	1.000	1.000	
084219234	WATER TRMT PLT OPR GD II 8HR	1.000	0.000	1.000
084219230	WATER TRMT PLT OPR GRD III 24	4.000	4.000	
08421B535	WATER TRMT PLT OPR GD I 8HR	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08421 - WATER TREATMENT/STORAGE:		6.000	6.000	
Div/Loc: 08422 - DRY CREEK WWTP				
084224957	OFFICE ASSISTANT II	1.000	1.000	
084229010	WSTWTR TRMT PLT OPR GD II	2.000	1.000	1.000
084229020	WSTWTR TRMT PLT OPR GD III 24H	4.000	4.000	
084229030	WSTWTR TRMT PLT OPR IV	1.000	1.000	
08422B540	WSTWTR TRMT PLT OPR GD I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08422 - DRY CREEK WWTP:		8.000	8.000	
Div/Loc: 08424 - ENVIRONMENTAL UTIL-MAINTENANCE				
084242378	ELECTRONIC MAINT COORDINATOR	1.000	1.000	
084242385	ELECTRONICS TECHNICIAN II	4.000	4.000	
084244520	MATERIALS TECHNICIAN	1.000	1.000	
084245319	PLANT & EQUIPMENT MAINT WOR II	1.000	2.000	(1.000)
084245328	PLANT & EQUIPMENT MECHANIC II	5.000	3.000	2.000
084245402	PREDICTIVE MAINTENANCE TECH II	1.000	1.000	
084245519	PREVENTATIVE MAINT SUPERVISOR	1.000	1.000	
084245502	PREVENTATIVE MAINT TECH II	5.000	3.000	2.000
084245533	PREVENTATIVE MAINTENANCE COORD	2.000	2.000	
084247020	SCADA SYSTEM TECHNICIAN	2.000	2.000	
084247205	SR PLANT & EQUIPMENT MECHANIC	1.000	1.000	
084247284	SR PREVENTATIVE MAINT TECH	2.000	2.000	
084245327	PLANT & EQUIPMENT MECHANIC I	0.000	2.000	(2.000)
TOTAL FOR LOC/DIV 08424 - ENVIRONMENTAL UTIL-MAINTENANCE:		26.000	25.000	1.000
Div/Loc: 08425 - INDUSTRIAL TREATMENT				
084253604	INDUSTRIAL WASTE SPECIALIST	1.000	0.000	1.000
084253610	INDUSTRIAL WASTE TECHNICIAN	1.000	1.000	
TOTAL FOR LOC/DIV 08425 - INDUSTRIAL TREATMENT:		2.000	1.000	1.000
Div/Loc: 08426 - ENVIRONMENTAL TREATMENT LAB				
084261548	DATA MANAGEMENT SPECIALIST II	1.000	1.000	
084262541	EU COMPLIANCE ADMINISTRATOR	1.000	1.000	
084264020	LABORATORY TECHNICIAN II	4.000	4.000	
084269101	WATER QUALITY LAB SUPERVISOR	1.000	1.000	
TOTAL FOR LOC/DIV 08426 - ENVIRONMENTAL TREATMENT LAB:		7.000	7.000	
Div/Loc: 08427 - PLEASANT GROVE WWTP				
084274957	OFFICE ASSISTANT II	1.000	1.000	
084279040	WSTWTR TRMT PLT CHIEF OPERATOR	1.000	1.000	
084279025	WSTWTR TRMT PLT OPR GD III	4.000	4.000	
TOTAL FOR LOC/DIV 08427 - PLEASANT GROVE WWTP:		6.000	6.000	
Div/Loc: 08430 - WATER - ADMINISTRATION				

Position Allocation/Staffing Report by Department and Location ("Division")					(Over)/ Under Staffed Variance
PCN	Position Title	Allocated FTE	Staffed FTE		
084309244	WATER UTILITY MANAGER	1.000	1.000		
TOTAL FOR LOC/DIV 08430 - WATER - ADMINISTRATION:		1.000	1.000		
Div/Loc: 08431 - WATER DISTRIBUTION					
084314957	OFFICE ASSISTANT II	3.000	3.000		
084317204	SR WATER DISTRIBUTION WORKER	4.000	4.000		
084319084	WATER DISTRIBUTION SUPERVISOR	2.000	1.000		1.000
084319085	WATER DISTRIBUTION SUPT	1.000	0.000		1.000
084319248	WATER DISTRIBUTION WORKER II	22.000	20.000		2.000
TOTAL FOR LOC/DIV 08431 - WATER DISTRIBUTION:		32.000	28.000		4.000
Div/Loc: 08432 - WASTEWATER COLLECTION					
084323610	INDUSTRIAL WASTE TECHNICIAN	1.000	1.000		
084324957	OFFICE ASSISTANT II	1.000	0.000		1.000
084327202	SR WSTWTR UTILITY MAINT WKR	4.000	4.000		
084328980	WSTWTR COLLECTION SUPT	1.000	1.000		
084328978	WSTWTR COLLECTION SUPV	1.000	1.000		
084329027	WSTWTR UTILITY MAINT WKR I	0.000	4.000		(4.000)
084329029	WSTWTR UTILITY MAINT WKR II	22.000	17.000		5.000
084324956	OFFICE ASSISTANT I	0.000	1.000		(1.000)
08432B254	WSTWTR UTILITY MAINT WKR I	0.000	1.000		(1.000)
TOTAL FOR LOC/DIV 08432 - WASTEWATER COLLECTION:		30.000	30.000		
Div/Loc: 08433 - WATER EFFICIENCY					
084330084	ADMIN TECHNICIAN	1.000	0.900		.100
084334957	OFFICE ASSISTANT II	1.750	1.000		.750
084339047	WATER CONSERVATION ADMINSTR	1.000	1.000		
084339078	WATER CONSERVATION SPECIALIST	1.000	1.000		
084339049	WATER CONSERVATION WORKER I	0.000	3.000		(3.000)
084339051	WATER CONSERVATION WORKER II	4.000	1.000		3.000
084334956	OFFICE ASSISTANT I	0.000	0.750		(.750)
TOTAL FOR LOC/DIV 08433 - WATER EFFICIENCY:		8.750	8.650		.100
Div/Loc: 08441 - RECYCLED WATER					
084417162	SR ENGINEERING TECHNICIAN	1.000	1.000		
TOTAL FOR LOC/DIV 08441 - RECYCLED WATER:		1.000	1.000		
Div/Loc: 08450 - STORM WATER MANAGEMENT PROGRAM					
084501350	ENGINEERING TECHNICIAN II	1.000	0.000		1.000
084502544	ENVIRONMENTAL COMPL SPEC II	2.000	1.000		1.000
084507142	SR ENGINEER	1.000	0.000		1.000
TOTAL FOR LOC/DIV 08450 - STORM WATER MANAGEMENT PROGRAM:		4.000	1.000		3.000
Div/Loc: 08527 - UTILITY EXPLORATION CENTER					
085273732	INTERPRETIVE SRVCS SPECIAL II	2.000	2.000		
085273740	INTERPRETIVE SRVCS SUPERVISOR	1.000	1.000		
085274517	MARKET & COMMUNICATIONS ANA II	1.000	1.000		
TOTAL FOR LOC/DIV 08527 - UTILITY EXPLORATION CENTER:		4.000	4.000		
TOTAL FOR DEPARTMENT 84 - ENVIRONMENTAL UTILITIES:		228.750	206.400		22.350

Department: 86 ROSEVILLE ELECTRIC

Div/Loc: 08600 - ELECTRIC - ADMINISTRATION

086000084	ADMIN TECHNICIAN	1.000	1.000		
086000071	ADMINISTRATIVE ASSISTANT (C)	1.000	0.000		1.000
086001548	DATA MANAGEMENT SPECIALIST II	1.000	1.000		
086001645	DEPT PUBLIC INFO OFFICER	1.000	1.000		
086001312	ELECTRIC BUSINESS ANALYST II	4.000	3.000		1.000
086002346	ELECTRIC RATES & FINANCIAL ADM	1.000	1.000		

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
086002358	ELECTRIC TECHNOLOGY SYST SUPV	1.000	1.000	
086002359	ELECTRIC TECHNOLOGY SYSTS TECH	3.000	2.000	1.000
086002320	ELECTRIC UTILITY DIRECTOR	1.000	1.000	
086004517	MARKET & COMMUNICATIONS ANA II	1.000	1.000	
086007128	SR ELECTRIC BUSINESS ANALYST	1.000	1.000	
08600B739	ELECTRIC BUSINESS ANALYST II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08600 - ELECTRIC - ADMINISTRATION:		16.000	14.000	2.000
Div/Loc: 08605 - ELEC REGULATORY-LEGISLATIVE SV				
086050084	ADMIN TECHNICIAN	1.000	1.000	
086050050	ADMINISTRATIVE ANALYST II	1.000	1.000	
086052335	ELECTRIC COMPLIANCE ANALYST	2.000	2.000	
086052348	ELECTRIC REG COMPL ADMINSTR	1.000	1.000	
TOTAL FOR LOC/DIV 08605 - ELEC REGULATORY-LEGISLATIVE SV:		5.000	5.000	
Div/Loc: 08611 - ELECTRIC ENGINEERING				
086110084	ADMIN TECHNICIAN	1.000	1.000	
086110395	ASSISTANT ELECTRIC UTILITY DIR	1.000	1.000	
086112330	ELECTRIC DRAFTING TECH II	2.000	2.000	
086112345	ELECTRIC ENGINEERING TECH II	4.000	3.000	1.000
086112284	ELECTRIC ENGINEERING TECH SUPV	1.000	1.000	
086113412	GIS ANALYST II	1.000	0.000	1.000
086114957	OFFICE ASSISTANT II	2.000	1.000	1.000
086115596	POWER ENGINEER II	4.000	3.000	1.000
086115505	POWER ENGINEERING MANAGER	1.000	1.000	
086117151	SR POWER ENGINEER	2.000	2.000	
086112340	ELECTRIC ENGINEERING TECH I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08611 - ELECTRIC ENGINEERING:		19.000	16.000	3.000
Div/Loc: 08614 - ELECT CONST & MAINTENANCE				
086140150	ELECTRIC APPRENTICE LINE TECH	0.000	1.000	(1.000)
086142280	ELECTRIC LINE CONST SUPERVISOR	2.000	2.000	
086142285	ELECTRIC LINE TECH	16.000	10.000	6.000
086142286	ELECTRIC LINE TROUBLESHOOTER	4.000	3.000	1.000
086142212	ELECTRIC MATERIALS TECH II	3.000	3.000	
086142338	ELECTRIC OPERATIONS MANAGER	1.000	1.000	
086142254	ELECTRIC PREV DATA SYSTEM TECH	2.000	1.000	1.000
086142352	ELECTRIC SAFETY COORDINATOR	1.000	1.000	
086142319	ELECTRIC SUBSTATION SUPERVISOR	1.000	1.000	
086142350	ELECTRIC SYSTEM DISPATCHER	3.000	3.000	
086142360	ELECTRIC UTILITY TECHNICIAN I	0.000	3.000	(3.000)
086142362	ELECTRIC UTILITY TECHNICIAN II	17.000	10.000	7.000
086144957	OFFICE ASSISTANT II	1.000	1.000	
086147118	SR ELECTRIC LINE TECHNICIAN	5.000	5.000	
086147169	SR ELECTRIC MATERIALS TECH	1.000	1.000	
086147124	SR ELECTRIC METERING TECH	1.000	1.000	
086147126	SR ELECTRIC SUBSTATION TECH	3.000	3.000	
086147168	SR ELECTRIC SYSTEM DISPATCHER	1.000	1.000	
086142421	ELECTRIC PRE-APPRENTICE	0.000	3.000	(3.000)
TOTAL FOR LOC/DIV 08614 - ELECT CONST & MAINTENANCE:		62.000	54.000	8.000
Div/Loc: 08616 - ELECTRIC POWER PLANT				
086162210	ELECTRIC MATERIALS TECH I	0.000	1.000	(1.000)
086162212	ELECTRIC MATERIALS TECH II	1.000	0.000	1.000
086162362	ELECTRIC UTILITY TECHNICIAN II	1.000	1.000	
086163608	INSTRUMENT & CONTROL TECH	2.000	2.000	
086164957	OFFICE ASSISTANT II	1.000	1.000	
086165600	POWER GENERATION SUPERINTENDEN	1.000	1.000	
086165591	POWER PLANT ENGINEER II	1.000	1.000	

Position Allocation/Staffing Report by Department and Location ("Division")					(Over)/ Under Staffed
PCN	Position Title	Allocated FTE	Staffed FTE	Variance	
086165530	POWER PLANT OPS & MAINT SUPVS	2.000	2.000		
086165526	PWR PLNT MECHANIC	3.000	2.000	1.000	
086165523	PWR PLNT OPERATOR/TECH II	8.000	8.000		
086165555	SR POWER PLANT ENGINEER	1.000	1.000		
086167152	SR POWER PLANT OPERATOR/TECH	4.000	4.000		
TOTAL FOR LOC/DIV 08616 - ELECTRIC POWER PLANT:		25.000	24.000	1.000	
Div/Loc: 08621 - POWER SUPPLY					
086210084	ADMIN TECHNICIAN	1.000	1.000		
086218553	ASST ELEC UTIL DIR-RESOURCES	1.000	1.000		
086212314	ELECTRIC RESOURCES ANALYST I	0.000	2.000	(2.000)	
086212316	ELECTRIC RESOURCES ANALYST II	7.000	2.000	5.000	
086212354	ELECTRIC RISK MGMT ADMINISTRAT	1.000	1.000		
086215535	POWER SUPPLY & PORTFOLIO ADMST	1.000	1.000		
086211312	ELECTRIC BUSINESS ANALYST II	0.000	1.000	(1.000)	
TOTAL FOR LOC/DIV 08621 - POWER SUPPLY:		11.000	9.000	2.000	
Div/Loc: 08623 - RETAIL SRVCS-PUBLIC BENEFITS					
086231312	ELECTRIC BUSINESS ANALYST II	1.000	1.000		
086236280	ELECTRIC RETAIL SERVICES SUPV	2.000	1.000	1.000	
086232466	ENERGY PROGRAM TECHNICIAN	4.000	4.000		
086232501	ENERGY SERVICES ACCOUNT REP II	2.000	2.000		
086233810	KEY ACCOUNTS REPRESENTATIVE	1.000	0.000	1.000	
086234957	OFFICE ASSISTANT II	1.000	1.000		
086237163	SR ENERGY SERVICES ACCOUNT REP	1.000	1.000		
TOTAL FOR LOC/DIV 08623 - RETAIL SRVCS-PUBLIC BENEFITS:		12.000	10.000	2.000	
TOTAL FOR DEPARTMENT 86 - ROSEVILLE ELECTRIC:		150.000	132.000	18.000	
Department: 88 DEVELOPMENT SERVICES					
Div/Loc: 08200 - PLANNING					
082000900	ASSOC PLANNER	5.000	4.000	1.000	
082004957	OFFICE ASSISTANT II	2.000	2.000		
082005309	PLANNING MANAGER	2.000	2.000		
082005513	PRINCIPAL PLANNER	1.000	0.000	1.000	
082007180	SR PLANNER	1.000	1.650	(.650)	
082003410	GIS ANALYST I	0.000	1.000	(1.000)	
082004509	MAPPING SUPERVISOR	0.000	1.000	(1.000)	
082005311	PLANNING SYSTEMS ANALYST	0.000	1.000	(1.000)	
082005315	PLANNING SYSTEMS TECHNICIAN II	0.000	1.000	(1.000)	
082005562	PROJECT PLANNER	0.000	1.000	(1.000)	
TOTAL FOR LOC/DIV 08200 - PLANNING:		11.000	14.650	(3.650)	
Div/Loc: 08800 - DEV SVCS- ADMINISTRATION					
088000050	ADMINISTRATIVE ANALYST II	1.000	0.000	1.000	
088000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000		
088001676	DEVELOPMENT SERVICES DIRECTOR	1.000	1.000		
088001695	DEVELOPMENT SERVICES MANAGER	1.000	1.000		
088000045	ADMINISTRATIVE ANALYST I	0.000	1.000	(1.000)	
TOTAL FOR LOC/DIV 08800 - DEV SVCS- ADMINISTRATION:		4.000	4.000		
Div/Loc: 08801 - DEV SVCS- PERMIT CENTER					
088013412	GIS ANALYST II	1.000	0.000	1.000	
088014509	MAPPING SUPERVISOR	1.000	0.000	1.000	
088015245	PERMIT ANALYST	1.000	1.000		
088015279	PERMIT TECHNICIAN II	4.000	4.000		
088015311	PLANNING SYSTEMS ANALYST	1.000	0.000	1.000	
088015315	PLANNING SYSTEMS TECHNICIAN II	1.000	0.000	1.000	
088015562	PROJECT PLANNER	1.000	0.000	1.000	

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
TOTAL FOR LOC/DIV 08801 - DEV SVCS- PERMIT CENTER:		10.000	5.000	5.000
Div/Loc: 08810 - DEV SVCS- BUILDING INSPECTION				
088101017	BLDG INSPECTION SUPERVISOR	1.000	1.000	
088101019	BLDG INSPECTOR II	4.000	2.000	2.000
088101043	BLDG OFFICIAL	1.000	2.000	(1.000)
088101047	BLDG PLANS EXAMINER II	4.000	3.000	1.000
088101672	DEVELOPMENT TECHNICIAN II	2.000	2.000	
088104957	OFFICE ASSISTANT II	1.000	1.000	
088107117	SR BUILDING INSPECTOR	1.000	1.000	
088107195	SR BUILDING PLANS EXAMINER	1.000	1.000	
088101018	BLDG INSPECTOR I	0.000	2.000	(2.000)
TOTAL FOR LOC/DIV 08810 - DEV SVCS- BUILDING INSPECTION:		15.000	15.000	
Div/Loc: 08815 - DEV SVCS- CODE ENFORCEMENT				
088151019	BLDG INSPECTOR II	2.000	0.000	2.000
088151366	CODE ENFORCEMENT INSPECTOR	2.000	1.000	1.000
088157134	SR CODE ENFORCEMENT INSPECTOR	1.000	1.000	
088151018	BLDG INSPECTOR I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08815 - DEV SVCS- CODE ENFORCEMENT:		5.000	3.000	2.000
Div/Loc: 08820 - DEV SVCS- ENGINEERING				
088200820	ASSOC ENGINEER	1.000	1.000	
088200338	ASST ENGINEER	3.000	2.000	1.000
088201248	CONSTRUCTION INSPECTION SUPV	1.000	1.000	
088201434	CONSTRUCTION INSPECTOR II	3.000	2.000	1.000
088201277	ENGINEERING MANAGER	1.000	1.000	
088201350	ENGINEERING TECHNICIAN II	1.000	0.000	1.000
088203326	FINANCE TECHNICIAN II	1.000	1.000	
088205514	PRINCIPAL ENGINEER	1.000	1.000	
088207121	SR CONSTRUCTION INSPECTOR	2.000	2.000	
088207142	SR ENGINEER	2.000	2.000	
088201300	ENGINEERING TECHNICIAN I	0.000	1.000	(1.000)
088201432	CONSTRUCTION INSPECTOR I	0.000	1.000	(1.000)
088203792	JR ENGINEER	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08820 - DEV SVCS- ENGINEERING:		16.000	16.000	
TOTAL FOR DEPARTMENT 88 - DEVELOPMENT SERVICES:		61.000	57.650	3.350
Grand Totals:				
		1,151.850	1,072.212	79.637

ORDINANCE NO. 5705

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
ORDINANCE NO. 5676, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES,
AS AMENDED BY APPENDIX "D" TO BE EFFECTIVE
JULY 9, 2016, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 5676, the Salary Ordinance for Management Employees, is hereby amended as shown on Appendix "D" attached hereto, to reflect the following changes:

ADDITION OF CLASSIFICATION:

<u>Classification No.</u>	<u>Position Title</u>	<u>Salary Range</u>
6520/B851	ERP Manager	6472

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective July 9, 2016 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 July 9, 2016. 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 A

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
0041	ACCOUNTING MANAGER					
		STEP A	43.9697	3,517.57	7,621.41	91,456.97
		STEP B	46.1683	3,693.46	8,002.50	96,030.06
		STEP C	48.4769	3,878.15	8,402.66	100,831.95
		STEP D	50.9007	4,072.05	8,822.78	105,873.45
		STEP E	53.4457	4,275.65	9,263.92	111,167.05
		STEP F	56.1177	4,489.41	9,727.06	116,724.81
		STEP G	58.9238	4,713.90	10,213.45	122,561.50
0043	ACCOUNTING SUPERVISOR					
		STEP A	40.5385	3,243.08	7,026.67	84,320.08
		STEP B	42.5655	3,405.24	7,378.02	88,536.24
		STEP C	44.6937	3,575.49	7,746.90	92,962.89
		STEP D	46.9284	3,754.27	8,134.25	97,611.07
		STEP E	49.2748	3,941.98	8,540.96	102,491.58
		STEP F	51.7386	4,139.08	8,968.02	107,616.28
		STEP G	54.3255	4,346.04	9,416.42	112,997.04
0045	ADMIN ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.9239	2,793.91	6,053.47	72,641.71
		STEP C	36.6700	2,933.60	6,356.13	76,273.60
		STEP D	38.5037	3,080.29	6,673.97	80,087.69
		STEP E	40.4288	3,234.30	7,007.65	84,091.90
		STEP F	42.4503	3,396.02	7,358.05	88,296.62
		STEP G	44.5728	3,565.82	7,725.95	92,711.42
0050	ADMIN ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
0086	ALTERNATIVE TRANSP ANALYST I					
		STEP A	33.7583	2,700.66	5,851.43	70,217.26
		STEP B	35.4464	2,835.71	6,144.04	73,728.51
		STEP C	37.2187	2,977.49	6,451.24	77,414.89
		STEP D	39.0796	3,126.36	6,773.79	81,285.56
		STEP E	41.0335	3,282.68	7,112.47	85,349.68
		STEP F	43.0852	3,446.81	7,468.10	89,617.21
		STEP G	45.2396	3,619.16	7,841.53	94,098.36

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
0088	ALTERNATIVE TRANSP ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
0090	ALTERNATIVE TRANSP MGR					
		STEP A	46.6032	3,728.25	8,077.88	96,934.65
		STEP B	48.9333	3,914.66	8,481.77	101,781.26
		STEP C	51.3798	4,110.38	8,905.83	106,869.98
		STEP D	53.9487	4,315.89	9,351.10	112,213.29
		STEP E	56.6460	4,531.68	9,818.64	117,823.68
		STEP F	59.4785	4,758.28	10,309.60	123,715.28
		STEP G	62.4520	4,996.16	10,825.01	129,900.16
0245	ASST CITY ATTORNEY					
		STEP A	68.7340	5,498.72	11,913.89	142,966.72
		STEP B	72.1707	5,773.65	12,509.58	150,115.05
		STEP C	75.7791	6,062.32	13,135.04	157,620.52
		STEP D	79.5682	6,365.45	13,791.82	165,501.85
		STEP E	83.5467	6,683.73	14,481.42	173,777.13
		STEP F	87.7239	7,017.91	15,205.47	182,465.71
		STEP G	92.1102	7,368.81	15,965.76	191,589.21
0250	ASST CITY CLERK					
		STEP A	35.4741	2,837.92	6,148.84	73,786.12
		STEP B	37.2478	2,979.82	6,456.28	77,475.42
		STEP C	39.1102	3,128.81	6,779.10	81,349.21
		STEP D	41.0657	3,285.25	7,118.05	85,416.65
		STEP E	43.1191	3,449.52	7,473.97	89,687.72
		STEP F	45.2750	3,622.00	7,847.66	94,172.00
		STEP G	47.5387	3,803.09	8,240.04	98,880.49
0325	ASST CITY MANAGER					
		STEP A	74.0814	5,926.51	12,840.77	154,089.31
		STEP B	77.7854	6,222.83	13,482.80	161,793.63
		STEP C	81.6747	6,533.97	14,156.94	169,883.37
		STEP D	85.7585	6,860.68	14,864.80	178,377.68
		STEP E	90.0464	7,203.71	15,608.04	187,296.51
		STEP F	94.5487	7,563.89	16,388.44	196,661.29
		STEP G	99.2762	7,942.09	17,207.87	206,494.49

CITY OF ROSEVILLE

SALARY SCHEDULE A

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Effective Date: 07/09/2016

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
8553	ASST ELEC UTIL DIR-RESOURCES					
		STEP A	77.7298	6,218.38	13,473.16	161,677.98
		STEP B	81.6164	6,529.31	14,146.84	169,762.11
		STEP C	85.6972	6,855.77	14,854.18	178,250.17
		STEP D	89.9819	7,198.55	15,596.86	187,162.35
		STEP E	94.4811	7,558.48	16,376.72	196,520.68
		STEP F	99.2051	7,936.40	17,195.55	206,346.60
		STEP G	104.1655	8,333.24	18,055.35	216,664.24
0395	ASST ELEC UTIL DIRECTOR					
		STEP A	70.9719	5,677.75	12,301.79	147,621.55
		STEP B	74.5206	5,961.64	12,916.90	155,002.84
		STEP C	78.2466	6,259.72	13,562.74	162,752.92
		STEP D	82.1588	6,572.70	14,240.85	170,890.30
		STEP E	86.2668	6,901.34	14,952.91	179,434.94
		STEP F	90.5802	7,246.41	15,700.56	188,406.81
		STEP G	95.1093	7,608.74	16,485.61	197,827.34
0411	ASST EU DIRECTOR					
		STEP A	62.1514	4,972.11	10,772.90	129,274.91
		STEP B	65.2588	5,220.70	11,311.52	135,738.30
		STEP C	68.5218	5,481.74	11,877.11	142,525.34
		STEP D	71.9478	5,755.82	12,470.95	149,651.42
		STEP E	75.5453	6,043.62	13,094.51	157,134.22
		STEP F	79.3225	6,345.80	13,749.23	164,990.80
		STEP G	83.2886	6,663.08	14,436.69	173,240.28
0480	ASST FIRE CHIEF					
		STEP A	61.2592	4,900.73	10,618.26	127,419.13
		STEP B	64.3221	5,145.76	11,149.16	133,789.96
		STEP C	67.5383	5,403.06	11,706.63	140,479.66
		STEP D	70.9152	5,673.21	12,291.96	147,503.61
		STEP E	74.4609	5,956.87	12,906.55	154,878.67
		STEP F	78.1839	6,254.71	13,551.87	162,622.51
		STEP G	82.0932	6,567.45	14,229.48	170,753.85
0484	ASST HUMAN RESOURCES DIRECTOR					
		STEP A	53.1051	4,248.40	9,204.88	110,458.60
		STEP B	55.7603	4,460.82	9,665.11	115,981.42
		STEP C	58.5483	4,683.86	10,148.37	121,780.46
		STEP D	61.4758	4,918.06	10,655.80	127,869.66
		STEP E	64.5495	5,163.96	11,188.58	134,262.96
		STEP F	67.7770	5,422.16	11,748.01	140,976.16
		STEP G	71.1659	5,693.27	12,335.42	148,025.07

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MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
0510	ASST POLICE CHIEF	STEP A	66.6657	5,333.25	11,555.38	138,664.65
		STEP B	69.9990	5,599.92	12,133.16	145,597.92
		STEP C	73.4990	5,879.92	12,739.82	152,877.92
		STEP D	77.1738	6,173.90	13,376.79	160,521.50
		STEP E	81.0326	6,482.60	14,045.65	168,547.80
		STEP F	85.0843	6,806.74	14,747.94	176,975.34
		STEP G	89.3384	7,147.07	15,485.32	185,823.87
0920	BILLING SERVICES MANAGER	STEP A	43.9697	3,517.57	7,621.41	91,456.97
		STEP B	46.1683	3,693.46	8,002.50	96,030.06
		STEP C	48.4769	3,878.15	8,402.66	100,831.95
		STEP D	50.9007	4,072.05	8,822.78	105,873.45
		STEP E	53.4457	4,275.65	9,263.92	111,167.05
		STEP F	56.1177	4,489.41	9,727.06	116,724.81
		STEP G	58.9238	4,713.90	10,213.45	122,561.50
1017	BLDG INSPECTION SUPERVISOR	STEP A	40.3307	3,226.45	6,990.65	83,887.85
		STEP B	42.3473	3,387.78	7,340.19	88,082.38
		STEP C	44.4646	3,557.16	7,707.19	92,486.36
		STEP D	46.6877	3,735.01	8,092.53	97,110.41
		STEP E	49.0223	3,921.78	8,497.19	101,966.38
		STEP F	51.4734	4,117.87	8,922.05	107,064.67
		STEP G	54.0470	4,323.76	9,368.14	112,417.76
1043	BLDG OFFICIAL	STEP A	49.8118	3,984.94	8,634.04	103,608.54
		STEP B	52.3024	4,184.19	9,065.74	108,788.99
		STEP C	54.9176	4,393.40	9,519.05	114,228.60
		STEP D	57.6634	4,613.07	9,994.98	119,939.87
		STEP E	60.5466	4,843.72	10,494.74	125,936.92
		STEP F	63.5740	5,085.92	11,019.49	132,233.92
		STEP G	66.7526	5,340.20	11,570.45	138,845.40
0910	BUDGET ANALYST I	STEP A	34.4334	2,754.67	5,968.45	71,621.47
		STEP B	36.1549	2,892.39	6,266.84	75,202.19
		STEP C	37.9628	3,037.02	6,580.21	78,962.62
		STEP D	39.8610	3,188.88	6,909.24	82,910.88
		STEP E	41.8541	3,348.32	7,254.71	87,056.52
		STEP F	43.9466	3,515.72	7,617.41	91,408.92
		STEP G	46.1440	3,691.52	7,998.29	95,979.52

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SALARY SCHEDULE A

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MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
0915	BUDGET ANALYST II					
		STEP A	37.3182	2,985.45	6,468.48	77,621.85
		STEP B	39.1840	3,134.72	6,791.89	81,502.72
		STEP C	41.1434	3,291.47	7,131.52	85,578.27
		STEP D	43.2005	3,456.04	7,488.08	89,857.04
		STEP E	45.3605	3,628.84	7,862.48	94,349.84
		STEP F	47.6286	3,810.28	8,255.62	99,067.48
		STEP G	50.0100	4,000.80	8,668.40	104,020.80
0930	BUDGET MANAGER					
		STEP A	43.9697	3,517.57	7,621.41	91,456.97
		STEP B	46.1683	3,693.46	8,002.50	96,030.06
		STEP C	48.4769	3,878.15	8,402.66	100,831.95
		STEP D	50.9007	4,072.05	8,822.78	105,873.45
		STEP E	53.4457	4,275.65	9,263.92	111,167.05
		STEP F	56.1177	4,489.41	9,727.06	116,724.81
		STEP G	58.9238	4,713.90	10,213.45	122,561.50
1050	BUSINESS SVCS ADMINISTRATOR					
		STEP A	42.3780	3,390.24	7,345.52	88,146.24
		STEP B	44.4970	3,559.76	7,712.81	92,553.76
		STEP C	46.7217	3,737.73	8,098.42	97,181.13
		STEP D	49.0581	3,924.64	8,503.40	102,040.84
		STEP E	51.5108	4,120.86	8,928.53	107,142.46
		STEP F	54.0864	4,326.91	9,374.97	112,499.71
		STEP G	56.7907	4,543.25	9,843.72	118,124.65
1125	CENTRAL SERVICES DIRECTOR					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	64.0388	5,123.10	11,100.05	133,200.70
		STEP C	67.2407	5,379.25	11,655.05	139,860.65
		STEP D	70.6027	5,648.21	12,237.80	146,853.61
		STEP E	74.1329	5,930.63	12,849.70	154,196.43
		STEP F	77.8396	6,227.16	13,492.19	161,906.36
		STEP G	81.7316	6,538.52	14,166.81	170,001.72
1245	CHIEF FINANCIAL OFFICER					
		STEP A	86.5875	6,927.00	15,008.50	180,102.00
		STEP B	90.9169	7,273.35	15,758.92	189,107.15
		STEP C	95.4628	7,637.02	16,546.88	198,562.62
		STEP D	100.2359	8,018.87	17,374.22	208,490.67
		STEP E	105.2477	8,419.81	18,242.93	218,915.21
		STEP F	110.5101	8,840.80	19,155.08	229,861.00
		STEP G	116.0356	9,282.84	20,112.83	241,354.04

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MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
1180	CHIEF INFORMATION OFFICER					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	64.0388	5,123.10	11,100.05	133,200.70
		STEP C	67.2407	5,379.25	11,655.05	139,860.65
		STEP D	70.6027	5,648.21	12,237.80	146,853.61
		STEP E	74.1329	5,930.63	12,849.70	154,196.43
		STEP F	77.8396	6,227.16	13,492.19	161,906.36
		STEP G	81.7316	6,538.52	14,166.81	170,001.72
1220	CITY CLERK					
		STEP A	55.5188	4,441.50	9,623.25	115,479.10
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4836	5,398.68	11,697.15	140,365.88
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4006	5,952.04	12,896.10	154,753.24
1224	CITY LIBRARIAN					
		STEP A	50.0106	4,000.84	8,668.50	104,022.04
		STEP B	52.5111	4,200.88	9,101.92	109,223.08
		STEP C	55.1365	4,410.92	9,556.99	114,683.92
		STEP D	57.8936	4,631.48	10,034.89	120,418.68
		STEP E	60.7880	4,863.04	10,536.58	126,439.04
		STEP F	63.8276	5,106.20	11,063.45	132,761.40
		STEP G	67.0190	5,361.52	11,616.62	139,399.52
1645	DEPT PUBLIC INFO OFFICER					
		STEP A	38.3214	3,065.71	6,642.37	79,708.51
		STEP B	40.2376	3,219.00	6,974.51	83,694.20
		STEP C	42.2491	3,379.92	7,323.17	87,878.12
		STEP D	44.3617	3,548.93	7,689.36	92,272.33
		STEP E	46.5799	3,726.39	8,073.84	96,886.19
		STEP F	48.9088	3,912.70	8,477.52	101,730.30
		STEP G	51.3546	4,108.36	8,901.46	106,817.56
1655	DEPUTY CITY ATTORNEY I					
		STEP A	49.3957	3,951.65	8,561.92	102,743.05
		STEP B	51.8655	4,149.24	8,990.02	107,880.24
		STEP C	54.4587	4,356.69	9,439.50	113,274.09
		STEP D	57.1817	4,574.53	9,911.49	118,937.93
		STEP E	60.0408	4,803.26	10,407.07	124,884.86
		STEP F	63.0429	5,043.43	10,927.43	131,129.23
		STEP G	66.1950	5,295.60	11,473.80	137,685.60

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Effective Date: 07/09/2016

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
1658	DEPUTY CITY ATTORNEY II					
		STEP A	54.3352	4,346.81	9,418.10	113,017.21
		STEP B	57.0521	4,564.16	9,889.03	118,668.36
		STEP C	59.9047	4,792.37	10,383.48	124,601.77
		STEP D	62.8998	5,031.98	10,902.63	130,831.58
		STEP E	66.0450	5,283.60	11,447.80	137,373.60
		STEP F	69.3472	5,547.77	12,020.18	144,242.17
		STEP G	72.8145	5,825.16	12,621.18	151,454.16
1659	DEPUTY CITY MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4837	5,398.69	11,697.17	140,366.09
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4007	5,952.05	12,896.12	154,753.45
1674	DEVELOPMENT ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.9239	2,793.91	6,053.47	72,641.71
		STEP C	36.6700	2,933.60	6,356.13	76,273.60
		STEP D	38.5037	3,080.29	6,673.97	80,087.69
		STEP E	40.4288	3,234.30	7,007.65	84,091.90
		STEP F	42.4503	3,396.02	7,358.05	88,296.62
		STEP G	44.5728	3,565.82	7,725.95	92,711.42
1675	DEVELOPMENT ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
1676	DEVELOPMENT SERVICES DIRECTOR					
		STEP A	67.1903	5,375.22	11,646.31	139,755.82
		STEP B	70.5498	5,643.98	12,228.63	146,743.58
		STEP C	74.0772	5,926.17	12,840.04	154,080.57
		STEP D	77.7812	6,222.49	13,482.07	161,784.89
		STEP E	81.6702	6,533.61	14,156.16	169,874.01
		STEP F	85.7538	6,860.30	14,863.99	178,367.90
		STEP G	90.0416	7,203.32	15,607.21	187,286.52

CITY OF ROSEVILLE

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
1695	DEVELOPMENT SERVICES MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4837	5,398.69	11,697.17	140,366.09
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4007	5,952.05	12,896.12	154,753.45
1710	ECONOMIC DEVELOPMENT DIRECTOR					
		STEP A	64.6607	5,172.85	11,207.85	134,494.25
		STEP B	67.8939	5,431.51	11,768.27	141,219.31
		STEP C	71.2886	5,703.08	12,356.69	148,280.28
		STEP D	74.8529	5,988.23	12,974.50	155,694.03
		STEP E	78.5957	6,287.65	13,623.25	163,479.05
		STEP F	82.5255	6,602.04	14,304.42	171,653.04
		STEP G	86.6518	6,932.14	15,019.64	180,235.74
1712	ECONOMIC DEVELOPMENT MANAGER					
		STEP A	50.1075	4,008.60	8,685.30	104,223.60
		STEP B	52.6130	4,209.04	9,119.58	109,435.04
		STEP C	55.2436	4,419.48	9,575.55	114,906.68
		STEP D	58.0058	4,640.46	10,054.33	120,652.06
		STEP E	60.9060	4,872.48	10,557.04	126,684.48
		STEP F	63.9516	5,116.12	11,084.94	133,019.32
		STEP G	67.1490	5,371.92	11,639.16	139,669.92
1310	ELECTRIC BUSINESS ANALYST I					
		STEP A	39.3071	3,144.56	6,813.23	81,758.76
		STEP B	41.2726	3,301.80	7,153.91	85,847.00
		STEP C	43.3361	3,466.88	7,511.59	90,139.08
		STEP D	45.5029	3,640.23	7,887.16	94,646.03
		STEP E	47.7780	3,822.24	8,281.52	99,378.24
		STEP F	50.1669	4,013.35	8,695.59	104,347.15
		STEP G	52.6752	4,214.01	9,130.36	109,564.41
1312	ELECTRIC BUSINESS ANALYST II					
		STEP A	43.2416	3,459.32	7,495.21	89,942.52
		STEP B	45.4038	3,632.30	7,869.99	94,439.90
		STEP C	47.6740	3,813.92	8,263.49	99,161.92
		STEP D	50.0576	4,004.60	8,676.65	104,119.80
		STEP E	52.5605	4,204.84	9,110.48	109,325.84
		STEP F	55.1886	4,415.08	9,566.02	114,792.28
		STEP G	57.9480	4,635.84	10,044.32	120,531.84

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2335	ELECTRIC COMPLIANCE ANALYST					
		STEP A	45.0209	3,601.67	7,803.62	93,643.47
		STEP B	47.2719	3,781.75	8,193.79	98,325.55
		STEP C	49.6356	3,970.84	8,603.50	103,242.04
		STEP D	52.1174	4,169.39	9,033.68	108,404.19
		STEP E	54.7232	4,377.85	9,485.35	113,824.25
		STEP F	57.4593	4,596.74	9,959.61	119,515.34
		STEP G	60.3323	4,826.58	10,457.59	125,491.18
2284	ELECTRIC ENGINEERING TECH SUPV					
		STEP A	47.8512	3,828.09	8,294.20	99,530.49
		STEP B	50.2436	4,019.48	8,708.89	104,506.68
		STEP C	52.7559	4,220.47	9,144.35	109,732.27
		STEP D	55.3937	4,431.49	9,601.57	115,218.89
		STEP E	58.1633	4,653.06	10,081.63	120,979.66
		STEP F	61.0715	4,885.72	10,585.72	127,028.72
		STEP G	64.1251	5,130.00	11,115.01	133,380.20
2280	ELECTRIC LINE CONST SUPERVISOR					
		STEP A	61.4415	4,915.32	10,649.86	127,798.32
		STEP B	64.5137	5,161.09	11,182.37	134,188.49
		STEP C	67.7392	5,419.13	11,741.46	140,897.53
		STEP D	71.1263	5,690.10	12,328.55	147,942.70
		STEP E	74.6826	5,974.60	12,944.98	155,339.80
		STEP F	78.4168	6,273.34	13,592.24	163,106.94
		STEP G	82.3374	6,586.99	14,271.81	171,261.79
2338	ELECTRIC OPERATIONS MANAGER					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	70.9637	5,677.09	12,300.37	147,604.49
		STEP C	74.5119	5,960.95	12,915.39	154,984.75
		STEP D	78.2374	6,258.99	13,561.14	162,733.79
		STEP E	82.1493	6,571.94	14,239.21	170,870.54
		STEP F	86.2569	6,900.55	14,951.19	179,414.35
		STEP G	90.5697	7,245.57	15,698.74	188,384.97
2346	ELECTRIC RATES & FINANCL ADMIN					
		STEP A	58.3337	4,666.69	10,111.17	121,334.09
		STEP B	61.2503	4,900.02	10,616.71	127,400.62
		STEP C	64.3128	5,145.02	11,147.55	133,770.62
		STEP D	67.5284	5,402.27	11,704.92	140,459.07
		STEP E	70.9049	5,672.39	12,290.18	147,482.19
		STEP F	74.4500	5,956.00	12,904.66	154,856.00
		STEP G	78.1726	6,253.80	13,549.91	162,599.00

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2348	ELECTRIC REGU COMPLNCE ADMNSTR					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	70.9637	5,677.09	12,300.37	147,604.49
		STEP C	74.5119	5,960.95	12,915.39	154,984.75
		STEP D	78.2374	6,258.99	13,561.14	162,733.79
		STEP E	82.1493	6,571.94	14,239.21	170,870.54
		STEP F	86.2569	6,900.55	14,951.19	179,414.35
		STEP G	90.5697	7,245.57	15,698.74	188,384.97
2314	ELECTRIC RESOURCES ANALYST I					
		STEP A	47.9688	3,837.50	8,314.59	99,775.10
		STEP B	50.3673	4,029.38	8,730.33	104,763.98
		STEP C	52.8855	4,230.84	9,166.82	110,001.84
		STEP D	55.5300	4,442.40	9,625.20	115,502.40
		STEP E	58.3064	4,664.51	10,106.44	121,277.31
		STEP F	61.2217	4,897.73	10,611.76	127,341.13
		STEP G	64.2828	5,142.62	11,142.35	133,708.22
2316	ELECTRIC RESOURCES ANALYST II					
		STEP A	52.7703	4,221.62	9,146.85	109,762.22
		STEP B	55.4088	4,432.70	9,604.19	115,250.30
		STEP C	58.1792	4,654.33	10,084.39	121,012.73
		STEP D	61.0883	4,887.06	10,588.63	127,063.66
		STEP E	64.1427	5,131.41	11,118.06	133,416.81
		STEP F	67.3498	5,387.98	11,673.96	140,087.58
		STEP G	70.7172	5,657.37	12,257.64	147,091.77
6280	ELECTRIC RETAIL SERVICES SUPV					
		STEP A	54.7676	4,381.40	9,493.05	113,916.60
		STEP B	57.5059	4,600.47	9,967.68	119,612.27
		STEP C	60.3812	4,830.49	10,466.07	125,592.89
		STEP D	63.4002	5,072.01	10,989.36	131,872.41
		STEP E	66.5703	5,325.62	11,538.85	138,466.22
		STEP F	69.8987	5,591.89	12,115.77	145,389.29
		STEP G	73.3937	5,871.49	12,721.57	152,658.89
2354	ELECTRIC RISK MGMT ADMNSTR					
		STEP A	64.1688	5,133.50	11,122.59	133,471.10
		STEP B	67.3774	5,390.19	11,678.74	140,144.99
		STEP C	70.7462	5,659.69	12,262.67	147,152.09
		STEP D	74.2836	5,942.68	12,875.82	154,509.88
		STEP E	77.9977	6,239.81	13,519.60	162,235.21
		STEP F	81.8976	6,551.80	14,195.58	170,347.00
		STEP G	85.9924	6,879.39	14,905.34	178,864.19

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2352	ELECTRIC SAFETY COORDINATOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	38.4164	3,073.31	6,658.84	79,906.11
		STEP C	40.3371	3,226.96	6,991.76	83,901.16
		STEP D	42.3539	3,388.31	7,341.34	88,096.11
		STEP E	44.4716	3,557.72	7,708.41	92,500.92
		STEP F	46.6952	3,735.61	8,093.83	97,126.01
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
2319	ELECTRIC SUBSTATION SUPERVISOR					
		STEP A	61.4415	4,915.32	10,649.86	127,798.32
		STEP B	64.5137	5,161.09	11,182.37	134,188.49
		STEP C	67.7392	5,419.13	11,741.46	140,897.53
		STEP D	71.1263	5,690.10	12,328.55	147,942.70
		STEP E	74.6826	5,974.60	12,944.98	155,339.80
		STEP F	78.4168	6,273.34	13,592.24	163,106.94
		STEP G	82.3374	6,586.99	14,271.81	171,261.79
2358	ELECTRIC TECHNOLOGY SYST SUPV					
		STEP A	50.0104	4,000.83	8,668.46	104,021.63
		STEP B	52.5110	4,200.88	9,101.90	109,222.88
		STEP C	55.1365	4,410.92	9,556.99	114,683.92
		STEP D	57.8934	4,631.47	10,034.85	120,418.27
		STEP E	60.7880	4,863.04	10,536.58	126,439.04
		STEP F	63.8273	5,106.18	11,063.39	132,760.78
		STEP G	67.0187	5,361.49	11,616.57	139,398.89
2320	ELECTRIC UTILITY DIRECTOR					
		STEP A	92.9432	7,435.45	16,110.15	193,321.85
		STEP B	97.5900	7,807.20	16,915.60	202,987.20
		STEP C	102.4696	8,197.56	17,761.39	213,136.76
		STEP D	107.5931	8,607.44	18,649.47	223,793.64
		STEP E	112.9728	9,037.82	19,581.95	234,983.42
		STEP F	118.6215	9,489.72	20,561.06	246,732.72
		STEP G	124.5526	9,964.20	21,589.11	259,069.40
2378	ELECTRONIC MAINT COORDINATOR					
		STEP A	39.2746	3,141.96	6,807.59	81,691.16
		STEP B	41.2384	3,299.07	7,147.98	85,775.87
		STEP C	43.3003	3,464.02	7,505.38	90,064.62
		STEP D	45.4653	3,637.22	7,880.65	94,567.82
		STEP E	47.7384	3,819.07	8,274.65	99,295.87
		STEP F	50.1254	4,010.03	8,688.40	104,260.83
		STEP G	52.6317	4,210.53	9,122.82	109,473.93

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2415	EMS QUAL ASSURANCE COORDINATOR					
		STEP A	45.1917	3,615.33	7,833.22	93,998.73
		STEP B	47.4512	3,796.09	8,224.87	98,698.49
		STEP C	49.8239	3,985.91	8,636.14	103,633.71
		STEP D	52.3152	4,185.21	9,067.96	108,815.61
		STEP E	54.9309	4,394.47	9,521.35	114,256.27
		STEP F	57.6775	4,614.20	9,997.43	119,969.20
		STEP G	60.5613	4,844.90	10,497.29	125,967.50
2500	ENERGY SERVICES ACCOUNT REP I					
		STEP A	39.3599	3,148.79	6,822.38	81,868.59
		STEP B	41.3279	3,306.23	7,163.50	85,962.03
		STEP C	43.3942	3,471.53	7,521.66	90,259.93
		STEP D	45.5640	3,645.12	7,897.76	94,773.12
		STEP E	47.8421	3,827.36	8,292.63	99,511.56
		STEP F	50.2342	4,018.73	8,707.26	104,487.13
		STEP G	52.7459	4,219.67	9,142.62	109,711.47
2501	ENERGY SERVICES ACCOUNT REP II					
		STEP A	43.2959	3,463.67	7,504.62	90,055.47
		STEP B	45.4605	3,636.84	7,879.82	94,557.84
		STEP C	47.7337	3,818.69	8,273.84	99,286.09
		STEP D	50.1204	4,009.63	8,687.53	104,250.43
		STEP E	52.6264	4,210.11	9,121.90	109,462.91
		STEP F	55.2577	4,420.61	9,578.00	114,936.01
		STEP G	58.0206	4,641.64	10,056.90	120,682.84
1277	ENGINEERING MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	59.3265	4,746.12	10,283.26	123,399.12
		STEP C	62.2925	4,983.40	10,797.36	129,568.40
		STEP D	65.4073	5,232.58	11,337.26	136,047.18
		STEP E	68.6775	5,494.20	11,904.10	142,849.20
		STEP F	72.1113	5,768.90	12,499.29	149,991.50
		STEP G	75.7169	6,057.35	13,124.26	157,491.15
2540	ENVIRONMENTAL COORDINATOR					
		STEP A	42.0752	3,366.01	7,293.03	87,516.41
		STEP B	44.1791	3,534.32	7,657.71	91,892.52
		STEP C	46.3881	3,711.04	8,040.60	96,487.24
		STEP D	48.7074	3,896.59	8,442.61	101,311.39
		STEP E	51.1428	4,091.42	8,864.75	106,377.02
		STEP F	53.6998	4,295.98	9,307.96	111,695.58
		STEP G	56.3849	4,510.79	9,773.38	117,280.59

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2541	ENVIRONMENTAL UTIL COMPL ADMIN					
		STEP A	42.0733	3,365.86	7,292.70	87,512.46
		STEP B	44.1769	3,534.15	7,657.32	91,887.95
		STEP C	46.3857	3,710.85	8,040.18	96,482.25
		STEP D	48.7050	3,896.40	8,442.20	101,306.40
		STEP E	51.1401	4,091.20	8,864.28	106,371.40
		STEP F	53.6972	4,295.77	9,307.51	111,690.17
		STEP G	56.3820	4,510.56	9,772.88	117,274.56
1684	ENVIRONMENTAL UTIL DIRECTOR					
		STEP A	74.5054	5,960.43	12,914.26	154,971.23
		STEP B	78.2306	6,258.44	13,559.97	162,719.64
		STEP C	82.1421	6,571.36	14,237.96	170,855.56
		STEP D	86.2493	6,899.94	14,949.87	179,398.54
		STEP E	90.5617	7,244.93	15,697.36	188,368.33
		STEP F	95.0898	7,607.18	16,482.23	197,786.78
		STEP G	99.8443	7,987.54	17,306.34	207,676.14
2565	EQUIPMENT MAINT SUPERVISOR					
		STEP A	31.4681	2,517.44	5,454.47	65,453.64
		STEP B	33.0415	2,643.32	5,727.19	68,726.32
		STEP C	34.6936	2,775.48	6,013.55	72,162.68
		STEP D	36.4283	2,914.26	6,314.23	75,770.86
		STEP E	38.2497	3,059.97	6,629.94	79,559.37
		STEP F	40.1622	3,212.97	6,961.44	83,537.37
		STEP G	42.1703	3,373.62	7,309.51	87,714.22
6520	ERP MANAGER					
		STEP A	48.3018	3,864.14	8,372.31	100,467.74
		STEP B	50.7170	4,057.36	8,790.94	105,491.36
		STEP C	53.2529	4,260.23	9,230.50	110,766.03
		STEP D	55.9154	4,473.23	9,692.00	116,304.03
		STEP E	58.7112	4,696.89	10,176.60	122,119.29
		STEP F	61.6468	4,931.74	10,685.44	128,225.34
		STEP G	64.7291	5,178.32	11,219.71	134,636.52
2548	EU BUSINESS SVCS ADMINISTRATOR					
		STEP A	42.9160	3,433.28	7,438.77	89,265.28
		STEP B	45.0618	3,604.94	7,810.71	93,728.54
		STEP C	47.3149	3,785.19	8,201.24	98,414.99
		STEP D	49.6806	3,974.44	8,611.30	103,335.64
		STEP E	52.1646	4,173.16	9,041.86	108,502.36
		STEP F	54.7729	4,381.83	9,493.96	113,927.63
		STEP G	57.5115	4,600.92	9,968.66	119,623.92

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2546	EU RATE ANALYST I	STEP A	34.4334	2,754.67	5,968.45	71,621.47
		STEP B	36.1550	2,892.40	6,266.86	75,202.40
		STEP C	37.9628	3,037.02	6,580.21	78,962.62
		STEP D	39.8609	3,188.87	6,909.22	82,910.67
		STEP E	41.8540	3,348.32	7,254.69	87,056.32
		STEP F	43.9467	3,515.73	7,617.42	91,409.13
		STEP G	46.1440	3,691.52	7,998.29	95,979.52
2547	EU RATE ANALYST II	STEP A	37.3182	2,985.45	6,468.48	77,621.85
		STEP B	39.1841	3,134.72	6,791.91	81,502.92
		STEP C	41.1434	3,291.47	7,131.52	85,578.27
		STEP D	43.2005	3,456.04	7,488.08	89,857.04
		STEP E	45.3605	3,628.84	7,862.48	94,349.84
		STEP F	47.6286	3,810.28	8,255.62	99,067.48
		STEP G	50.0100	4,000.80	8,668.40	104,020.80
3395	FACILITIES MANAGER	STEP A	40.5824	3,246.59	7,034.28	84,411.39
		STEP B	42.6113	3,408.90	7,385.95	88,631.50
		STEP C	44.7419	3,579.35	7,755.26	93,063.15
		STEP D	46.9790	3,758.32	8,143.02	97,716.32
		STEP E	49.3282	3,946.25	8,550.22	102,602.65
		STEP F	51.7947	4,143.57	8,977.74	107,732.97
		STEP G	54.3840	4,350.72	9,426.56	113,118.72
3301	FINANCE DIRECTOR	STEP A	67.0881	5,367.04	11,628.60	139,543.24
		STEP B	70.4426	5,635.40	12,210.05	146,520.60
		STEP C	73.9648	5,917.18	12,820.56	153,846.78
		STEP D	77.6629	6,213.03	13,461.56	161,538.83
		STEP E	81.5462	6,523.69	14,134.67	169,616.09
		STEP F	85.6235	6,849.88	14,841.40	178,096.88
		STEP G	89.9047	7,192.37	15,583.48	187,001.77
2900	FINANCE MANAGER	STEP A	43.9697	3,517.57	7,621.41	91,456.97
		STEP B	46.1683	3,693.46	8,002.50	96,030.06
		STEP C	48.4769	3,878.15	8,402.66	100,831.95
		STEP D	50.9007	4,072.05	8,822.78	105,873.45
		STEP E	53.4457	4,275.65	9,263.92	111,167.05
		STEP F	56.1177	4,489.41	9,727.06	116,724.81
		STEP G	58.9238	4,713.90	10,213.45	122,561.50

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
3310	FINANCE SUPERVISOR					
		STEP A	36.3377	2,907.01	6,298.53	75,582.41
		STEP B	38.1543	3,052.34	6,613.41	79,360.94
		STEP C	40.0622	3,204.97	6,944.11	83,329.37
		STEP D	42.0654	3,365.23	7,291.33	87,496.03
		STEP E	44.1686	3,533.48	7,655.89	91,870.68
		STEP F	46.3770	3,710.16	8,038.68	96,464.16
		STEP G	48.6957	3,895.65	8,440.58	101,287.05
3391	FIRE BATTALLION CHIEF (8HR)					
		STEP A	51.1945	4,095.56	8,873.71	106,484.56
		STEP B	53.1586	4,252.68	9,214.15	110,569.88
		STEP C	55.8162	4,465.29	9,674.80	116,097.69
		STEP D	58.6075	4,688.60	10,158.63	121,903.60
		STEP E	61.5376	4,923.00	10,666.51	127,998.20
		STEP F	64.6146	5,169.16	11,199.86	134,398.36
		STEP G	67.8453	5,427.62	11,759.85	141,118.22
0905	FIRE BATTALION CHIEF (24HR)					
		STEP A	36.1622	4,050.16	8,775.36	105,304.32
		STEP B	37.9704	4,252.68	9,214.15	110,569.80
		STEP C	39.8687	4,465.29	9,674.80	116,097.65
		STEP D	41.8625	4,688.60	10,158.63	121,903.60
		STEP E	43.9555	4,923.01	10,666.53	127,998.41
		STEP F	46.1533	5,169.16	11,199.86	134,398.40
		STEP G	48.4609	5,427.62	11,759.84	141,118.14
3330	FIRE CHIEF					
		STEP A	72.7667	5,821.33	12,612.89	151,354.73
		STEP B	76.4051	6,112.40	13,243.55	158,922.60
		STEP C	80.2252	6,418.01	13,905.70	166,868.41
		STEP D	84.2366	6,738.92	14,601.01	175,212.12
		STEP E	88.4484	7,075.87	15,331.05	183,972.67
		STEP F	92.8706	7,429.64	16,097.57	193,170.84
		STEP G	97.5142	7,801.13	16,902.46	202,829.53
3332	FIRE DIVISION CHIEF					
		STEP A	55.6902	4,455.21	9,652.96	115,835.61
		STEP B	58.4747	4,677.97	10,135.61	121,627.37
		STEP C	61.3984	4,911.87	10,642.38	127,708.67
		STEP D	64.4683	5,157.46	11,174.50	134,094.06
		STEP E	67.6918	5,415.34	11,733.24	140,798.94
		STEP F	71.0764	5,686.11	12,319.90	147,838.91
		STEP G	74.6301	5,970.40	12,935.88	155,230.60

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
3392	FLEET MANAGER					
		STEP A	40.5824	3,246.59	7,034.28	84,411.39
		STEP B	42.6113	3,408.90	7,385.95	88,631.50
		STEP C	44.7419	3,579.35	7,755.26	93,063.15
		STEP D	46.9790	3,758.32	8,143.02	97,716.32
		STEP E	49.3282	3,946.25	8,550.22	102,602.65
		STEP F	51.7947	4,143.57	8,977.74	107,732.97
		STEP G	54.3840	4,350.72	9,426.56	113,118.72
3451	GOVERNMENT RELATIONS ADMINISTR					
		STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	46.0995	3,687.96	7,990.58	95,886.96
		STEP C	48.4044	3,872.35	8,390.09	100,681.15
		STEP D	50.8248	4,065.98	8,809.63	105,715.58
		STEP E	53.3660	4,269.28	9,250.10	111,001.28
		STEP F	56.0343	4,482.74	9,712.61	116,551.34
		STEP G	58.8358	4,706.86	10,198.20	122,378.46
3589	HOUSING MANAGER					
		STEP A	43.4430	3,475.44	7,530.12	90,361.44
		STEP B	45.6170	3,649.36	7,906.94	94,883.36
		STEP C	47.8979	3,831.83	8,302.30	99,627.63
		STEP D	50.2928	4,023.42	8,717.41	104,609.02
		STEP E	52.8074	4,224.59	9,153.28	109,839.39
		STEP F	55.4478	4,435.82	9,610.95	115,331.42
		STEP G	58.2202	4,657.61	10,091.50	121,098.01
3590	HOUSING SUPERVISOR					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
3594	HUMAN RESOURCES ANALYST I					
		STEP A	32.2511	2,580.08	5,590.19	67,082.28
		STEP B	33.8636	2,709.08	5,869.69	70,436.28
		STEP C	35.5567	2,844.53	6,163.16	73,957.93
		STEP D	37.3346	2,986.76	6,471.33	77,655.96
		STEP E	39.2014	3,136.11	6,794.90	81,538.91
		STEP F	41.1614	3,292.91	7,134.64	85,615.71
		STEP G	43.2195	3,457.56	7,491.38	89,896.56

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
3596	HUMAN RESOURCES ANALYST II					
		STEP A	35.4797	2,838.37	6,149.81	73,797.77
		STEP B	37.2537	2,980.29	6,457.30	77,487.69
		STEP C	39.1163	3,129.30	6,780.15	81,361.90
		STEP D	41.0722	3,285.77	7,119.18	85,430.17
		STEP E	43.1258	3,450.06	7,475.13	89,701.66
		STEP F	45.2821	3,622.56	7,848.89	94,186.76
		STEP G	47.5462	3,803.69	8,241.34	98,896.09
3598	HUMAN RESOURCES DIRECTOR					
		STEP A	61.0708	4,885.66	10,585.60	127,027.26
		STEP B	64.1243	5,129.94	11,114.87	133,378.54
		STEP C	67.3305	5,386.44	11,670.62	140,047.44
		STEP D	70.6971	5,655.76	12,254.16	147,049.96
		STEP E	74.2321	5,938.56	12,866.89	154,402.76
		STEP F	77.9437	6,235.49	13,510.24	162,122.89
		STEP G	81.8408	6,547.26	14,185.73	170,228.86
3599	HUMAN RESOURCES MANAGER					
		STEP A	41.6683	3,333.46	7,222.50	86,670.06
		STEP B	43.7518	3,500.14	7,583.64	91,003.74
		STEP C	45.9395	3,675.16	7,962.84	95,554.16
		STEP D	48.2364	3,858.91	8,360.97	100,331.71
		STEP E	50.6482	4,051.85	8,779.02	105,348.25
		STEP F	53.1808	4,254.46	9,218.00	110,616.06
		STEP G	55.8398	4,467.18	9,678.89	116,146.78
3625	INFO SECURITY ADMINISTRATOR					
		STEP A	42.8581	3,428.64	7,428.73	89,144.84
		STEP B	45.0010	3,600.08	7,800.17	93,602.08
		STEP C	47.2510	3,780.08	8,190.17	98,282.08
		STEP D	49.6135	3,969.08	8,599.67	103,196.08
		STEP E	52.0942	4,167.53	9,029.66	108,355.93
		STEP F	54.6989	4,375.91	9,481.14	113,773.71
		STEP G	57.4339	4,594.71	9,955.20	119,462.51
3740	INTERPRETIVE SRVCS SUPERVISOR					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5866	2,926.92	6,341.67	76,100.12
		STEP C	38.4161	3,073.28	6,658.79	79,905.48
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
3601	IT DIVISION MANAGER					
		STEP A	48.3018	3,864.14	8,372.31	100,467.74
		STEP B	50.7170	4,057.36	8,790.94	105,491.36
		STEP C	53.2529	4,260.23	9,230.50	110,766.03
		STEP D	55.9154	4,473.23	9,692.00	116,304.03
		STEP E	58.7112	4,696.89	10,176.60	122,119.29
		STEP F	61.6468	4,931.74	10,685.44	128,225.34
		STEP G	64.7291	5,178.32	11,219.71	134,636.52
3602	IT PROGRAM MANAGER					
		STEP A	43.9092	3,512.73	7,610.92	91,331.13
		STEP B	46.1046	3,688.36	7,991.46	95,897.56
		STEP C	48.4098	3,872.78	8,391.03	100,692.38
		STEP D	50.8304	4,066.43	8,810.60	105,727.23
		STEP E	53.3719	4,269.75	9,251.12	111,013.55
		STEP F	56.0403	4,483.22	9,713.65	116,563.82
		STEP G	58.8424	4,707.39	10,199.34	122,392.19
3810	KEY ACCOUNTS REPRESENTATIVE					
		STEP A	47.6233	3,809.86	8,254.70	99,056.46
		STEP B	50.0044	4,000.35	8,667.42	104,009.15
		STEP C	52.5047	4,200.37	9,100.81	109,209.77
		STEP D	55.1299	4,410.39	9,555.84	114,670.19
		STEP E	57.8863	4,630.90	10,033.62	120,403.50
		STEP F	60.7806	4,862.44	10,535.30	126,423.64
		STEP G	63.8196	5,105.56	11,062.06	132,744.76
4246	LIBRARY SUPERVISOR					
		STEP A	32.1157	2,569.25	5,566.72	66,800.65
		STEP B	33.7218	2,697.74	5,845.11	70,141.34
		STEP C	35.4077	2,832.61	6,137.33	73,648.01
		STEP D	37.1782	2,974.25	6,444.22	77,330.65
		STEP E	39.0370	3,122.96	6,766.41	81,196.96
		STEP F	40.9889	3,279.11	7,104.74	85,256.91
		STEP G	43.0383	3,443.06	7,459.97	89,519.66
4449	MANAGEMENT ANALYST					
		STEP A	38.4165	3,073.32	6,658.86	79,906.32
		STEP B	40.3372	3,226.97	6,991.78	83,901.37
		STEP C	42.3541	3,388.32	7,341.37	88,096.52
		STEP D	44.4717	3,557.73	7,708.42	92,501.13
		STEP E	46.6954	3,735.63	8,093.86	97,126.43
		STEP F	49.0301	3,922.40	8,498.55	101,982.60
		STEP G	51.4815	4,118.52	8,923.46	107,081.52

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
4509	MAPPING SUPERVISOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	38.4164	3,073.31	6,658.84	79,906.11
		STEP C	40.3371	3,226.96	6,991.76	83,901.16
		STEP D	42.3539	3,388.31	7,341.34	88,096.11
		STEP E	44.4716	3,557.72	7,708.41	92,500.92
		STEP F	46.6952	3,735.61	8,093.83	97,126.01
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
4546	METER SERVICES SUPERVISOR					
		STEP A	32.1143	2,569.14	5,566.47	66,797.74
		STEP B	33.7200	2,697.60	5,844.80	70,137.60
		STEP C	35.4061	2,832.48	6,137.05	73,644.68
		STEP D	37.1762	2,974.09	6,443.87	77,326.49
		STEP E	39.0351	3,122.80	6,766.08	81,193.00
		STEP F	40.9869	3,278.95	7,104.39	85,252.75
		STEP G	43.0360	3,442.88	7,459.57	89,514.88
4960	OPEN SPACE SUPERINTENDENT					
		STEP A	40.3361	3,226.88	6,991.59	83,899.08
		STEP B	42.3530	3,388.24	7,341.18	88,094.24
		STEP C	44.4707	3,557.65	7,708.25	92,499.05
		STEP D	46.6942	3,735.53	8,093.66	97,123.93
		STEP E	49.0292	3,922.33	8,498.39	101,980.73
		STEP F	51.4803	4,118.42	8,923.25	107,079.02
		STEP G	54.0543	4,324.34	9,369.41	112,432.94
5020	PARK DEVELOPMENT ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.9239	2,793.91	6,053.47	72,641.71
		STEP C	36.6700	2,933.60	6,356.13	76,273.60
		STEP D	38.5037	3,080.29	6,673.97	80,087.69
		STEP E	40.4288	3,234.30	7,007.65	84,091.90
		STEP F	42.4503	3,396.02	7,358.05	88,296.62
		STEP G	44.5728	3,565.82	7,725.95	92,711.42
5022	PARK DEVELOPMENT ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5024	PARK PLANNING & DEVELOPMT SUPT					
		STEP A	40.3363	3,226.90	6,991.62	83,899.50
		STEP B	42.3531	3,388.24	7,341.20	88,094.44
		STEP C	44.4708	3,557.66	7,708.27	92,499.26
		STEP D	46.6942	3,735.53	8,093.66	97,123.93
		STEP E	49.0293	3,922.34	8,498.41	101,980.94
		STEP F	51.4805	4,118.44	8,923.28	107,079.44
		STEP G	54.0543	4,324.34	9,369.41	112,432.94
5090	PARKS SUPERINTENDENT					
		STEP A	40.3363	3,226.90	6,991.62	83,899.50
		STEP B	42.3531	3,388.24	7,341.20	88,094.44
		STEP C	44.4708	3,557.66	7,708.27	92,499.26
		STEP D	46.6942	3,735.53	8,093.66	97,123.93
		STEP E	49.0293	3,922.34	8,498.41	101,980.94
		STEP F	51.4805	4,118.44	8,923.28	107,079.44
		STEP G	54.0543	4,324.34	9,369.41	112,432.94
5069	PARKS SUPERVISOR					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5867	2,926.93	6,341.69	76,100.33
		STEP C	38.4162	3,073.29	6,658.80	79,905.69
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39
5082	PARKS,REC & LIBRARIES DIRECTOR					
		STEP A	66.0802	5,286.41	11,453.90	137,446.81
		STEP B	69.3842	5,550.73	12,026.59	144,319.13
		STEP C	72.8533	5,828.26	12,627.90	151,534.86
		STEP D	76.4960	6,119.68	13,259.30	159,111.68
		STEP E	80.3208	6,425.66	13,922.27	167,067.26
		STEP F	84.3370	6,746.96	14,618.41	175,420.96
		STEP G	88.5538	7,084.30	15,349.32	184,191.90
5010	PARKS,REC & LIBRARY BUS ADMSTR					
		STEP A	40.2452	3,219.61	6,975.83	83,710.01
		STEP B	42.2576	3,380.60	7,324.65	87,895.80
		STEP C	44.3703	3,549.62	7,690.85	92,290.22
		STEP D	46.5888	3,727.10	8,075.39	96,904.70
		STEP E	48.9184	3,913.47	8,479.18	101,750.27
		STEP F	51.3641	4,109.12	8,903.11	106,837.32
		STEP G	53.9324	4,314.59	9,348.28	112,179.39

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5309	PLANNING MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4837	5,398.69	11,697.17	140,366.09
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4007	5,952.05	12,896.12	154,753.45
5400	POLICE CAPTAIN					
		STEP A	57.9703	4,637.62	10,048.18	120,578.22
		STEP B	60.8689	4,869.51	10,550.60	126,607.31
		STEP C	63.9122	5,112.97	11,078.11	132,937.37
		STEP D	67.1080	5,368.64	11,632.05	139,584.64
		STEP E	70.4634	5,637.07	12,213.65	146,563.87
		STEP F	73.9863	5,918.90	12,824.29	153,891.50
		STEP G	77.6857	6,214.85	13,465.52	161,586.25
5410	POLICE CHIEF					
		STEP A	77.9578	6,236.62	13,512.68	162,152.22
		STEP B	81.8558	6,548.46	14,188.33	170,260.06
		STEP C	85.9485	6,875.88	14,897.74	178,772.88
		STEP D	90.2460	7,219.68	15,642.64	187,711.68
		STEP E	94.7583	7,580.66	16,424.77	197,097.26
		STEP F	99.4962	7,959.69	17,246.00	206,952.09
		STEP G	104.4707	8,357.65	18,108.25	217,299.05
5420	POLICE LIEUTENANT					
		STEP A	52.6215	4,209.72	9,121.06	109,452.72
		STEP B	55.2526	4,420.20	9,577.11	114,925.40
		STEP C	58.0155	4,641.24	10,056.02	120,672.24
		STEP D	60.9162	4,873.29	10,558.80	126,705.69
		STEP E	63.9619	5,116.95	11,086.72	133,040.75
		STEP F	67.1599	5,372.79	11,641.04	139,692.59
		STEP G	70.5178	5,641.42	12,223.08	146,677.02
5489	POLICE SERVICES ADMINISTRATOR					
		STEP A	41.4691	3,317.52	7,187.97	86,255.72
		STEP B	43.5427	3,483.41	7,547.40	90,568.81
		STEP C	45.7198	3,657.58	7,924.76	95,097.18
		STEP D	48.0058	3,840.46	8,321.00	99,852.06
		STEP E	50.4061	4,032.48	8,737.05	104,844.68
		STEP F	52.9264	4,234.11	9,173.90	110,086.91
		STEP G	55.5728	4,445.82	9,632.61	115,591.42

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5485	POLICE SOCIAL SVCS ADMINSTR					
		STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	46.0995	3,687.96	7,990.58	95,886.96
		STEP C	48.4044	3,872.35	8,390.09	100,681.15
		STEP D	50.8248	4,065.98	8,809.63	105,715.58
		STEP E	53.3660	4,269.28	9,250.10	111,001.28
		STEP F	56.0343	4,482.74	9,712.61	116,551.34
		STEP G	58.8358	4,706.86	10,198.20	122,378.46
5505	POWER ENGINEERING MANAGER					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	70.9637	5,677.09	12,300.37	147,604.49
		STEP C	74.5119	5,960.95	12,915.39	154,984.75
		STEP D	78.2374	6,258.99	13,561.14	162,733.79
		STEP E	82.1493	6,571.94	14,239.21	170,870.54
		STEP F	86.2569	6,900.55	14,951.19	179,414.35
		STEP G	90.5697	7,245.57	15,698.74	188,384.97
5600	POWER GENERATION SUPERTINDENT					
		STEP A	62.0272	4,962.17	10,751.38	129,016.57
		STEP B	65.1286	5,210.28	11,288.95	135,467.48
		STEP C	68.3849	5,470.79	11,853.38	142,240.59
		STEP D	71.8041	5,744.32	12,446.04	149,352.52
		STEP E	75.3944	6,031.55	13,068.36	156,820.35
		STEP F	79.1642	6,333.13	13,721.79	164,661.53
		STEP G	83.1225	6,649.80	14,407.90	172,894.80
5530	POWER PLANT OPS & MAINT SUPV					
		STEP A	59.0692	4,725.53	10,238.66	122,863.93
		STEP B	62.0227	4,961.81	10,750.60	129,007.21
		STEP C	65.1239	5,209.91	11,288.14	135,457.71
		STEP D	68.3800	5,470.40	11,852.53	142,230.40
		STEP E	71.7990	5,743.92	12,445.16	149,341.92
		STEP F	75.3889	6,031.11	13,067.40	156,808.91
		STEP G	79.1584	6,332.67	13,720.78	164,649.47
5535	POWER SUPPLY & PORTFOLIO ADMST					
		STEP A	64.1688	5,133.50	11,122.59	133,471.10
		STEP B	67.3774	5,390.19	11,678.74	140,144.99
		STEP C	70.7462	5,659.69	12,262.67	147,152.09
		STEP D	74.2836	5,942.68	12,875.82	154,509.88
		STEP E	77.9977	6,239.81	13,519.60	162,235.21
		STEP F	81.8976	6,551.80	14,195.58	170,347.00
		STEP G	85.9924	6,879.39	14,905.34	178,864.19

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5519	PREVENTATIVE MAINT SUPERVISOR					
		STEP A	42.7162	3,417.29	7,404.14	88,849.69
		STEP B	44.8518	3,588.14	7,774.31	93,291.74
		STEP C	47.0943	3,767.54	8,163.01	97,956.14
		STEP D	49.4492	3,955.93	8,571.19	102,854.33
		STEP E	51.9218	4,153.74	8,999.77	107,997.34
		STEP F	54.5179	4,361.43	9,449.76	113,397.23
		STEP G	57.2435	4,579.48	9,922.20	119,066.48
5514	PRINCIPAL ENGINEER					
		STEP A	50.2219	4,017.75	8,705.12	104,461.55
		STEP B	52.7328	4,218.62	9,140.35	109,684.22
		STEP C	55.3696	4,429.56	9,597.39	115,168.76
		STEP D	58.1381	4,651.04	10,077.27	120,927.24
		STEP E	61.0451	4,883.60	10,581.15	126,973.80
		STEP F	64.0975	5,127.80	11,110.23	133,322.80
		STEP G	67.3020	5,384.16	11,665.68	139,988.16
5513	PRINCIPAL PLANNER					
		STEP A	46.3792	3,710.33	8,039.06	96,468.73
		STEP B	48.6982	3,895.85	8,441.02	101,292.25
		STEP C	51.1330	4,090.64	8,863.05	106,356.64
		STEP D	53.6897	4,295.17	9,306.21	111,674.57
		STEP E	56.3742	4,509.93	9,771.52	117,258.33
		STEP F	59.1928	4,735.42	10,260.08	123,121.02
		STEP G	62.1526	4,972.20	10,773.11	129,277.40
5615	PUB AFFAIRS&COMMUNICAT ADMNSTR					
		STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	46.0995	3,687.96	7,990.58	95,886.96
		STEP C	48.4044	3,872.35	8,390.09	100,681.15
		STEP D	50.8248	4,065.98	8,809.63	105,715.58
		STEP E	53.3660	4,269.28	9,250.10	111,001.28
		STEP F	56.0343	4,482.74	9,712.61	116,551.34
		STEP G	58.8358	4,706.86	10,198.20	122,378.46
5610	PUBLIC AFFAIRS&COMMNCT DIRCTOR					
		STEP A	55.5188	4,441.50	9,623.25	115,479.10
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4836	5,398.68	11,697.15	140,365.88
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4006	5,952.04	12,896.10	154,753.24

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5565	PUBLIC INFORMATION OFFICER					
		STEP A	39.5842	3,166.73	6,861.26	82,335.13
		STEP B	41.5635	3,325.08	7,204.34	86,452.08
		STEP C	43.6417	3,491.33	7,564.56	90,774.73
		STEP D	45.8237	3,665.89	7,942.77	95,313.29
		STEP E	48.1148	3,849.18	8,339.89	100,078.78
		STEP F	50.5207	4,041.65	8,756.92	105,083.05
		STEP G	53.0467	4,243.73	9,194.76	110,337.13
5635	PUBLIC WORKS DIRECTOR					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	64.0388	5,123.10	11,100.05	133,200.70
		STEP C	67.2407	5,379.25	11,655.05	139,860.65
		STEP D	70.6027	5,648.21	12,237.80	146,853.61
		STEP E	74.1329	5,930.63	12,849.70	154,196.43
		STEP F	77.8396	6,227.16	13,492.19	161,906.36
		STEP G	81.7316	6,538.52	14,166.81	170,001.72
5652	PURCHASING & WAREHOUSE MANAGER					
		STEP A	40.7316	3,258.52	7,060.14	84,721.72
		STEP B	42.7680	3,421.44	7,413.12	88,957.44
		STEP C	44.9065	3,592.52	7,783.79	93,405.52
		STEP D	47.1518	3,772.14	8,172.97	98,075.74
		STEP E	49.5096	3,960.76	8,581.66	102,979.96
		STEP F	51.9851	4,158.80	9,010.75	108,129.00
		STEP G	54.5840	4,366.72	9,461.22	113,534.72
6125	RECREATION MANAGER					
		STEP A	46.0837	3,686.69	7,987.84	95,854.09
		STEP B	48.3880	3,871.04	8,387.25	100,647.04
		STEP C	50.8072	4,064.57	8,806.58	105,678.97
		STEP D	53.3476	4,267.80	9,246.91	110,963.00
		STEP E	56.0151	4,481.20	9,709.28	116,511.40
		STEP F	58.8160	4,705.28	10,194.77	122,337.28
		STEP G	61.7566	4,940.52	10,704.47	128,453.72
6145	RECREATION SUPERINTENDENT					
		STEP A	40.3363	3,226.90	6,991.62	83,899.50
		STEP B	42.3531	3,388.24	7,341.20	88,094.44
		STEP C	44.4708	3,557.66	7,708.27	92,499.26
		STEP D	46.6942	3,735.53	8,093.66	97,123.93
		STEP E	49.0293	3,922.34	8,498.41	101,980.94
		STEP F	51.4805	4,118.44	8,923.28	107,079.44
		STEP G	54.0543	4,324.34	9,369.41	112,432.94

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
6147	RECREATION SUPERVISOR					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5867	2,926.93	6,341.69	76,100.33
		STEP C	38.4162	3,073.29	6,658.80	79,905.69
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39
6244	REFUSE & STORMWATER MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	59.3265	4,746.12	10,283.26	123,399.12
		STEP C	62.2925	4,983.40	10,797.36	129,568.40
		STEP D	65.4073	5,232.58	11,337.26	136,047.18
		STEP E	68.6775	5,494.20	11,904.10	142,849.20
		STEP F	72.1113	5,768.90	12,499.29	149,991.50
		STEP G	75.7169	6,057.35	13,124.26	157,491.15
6231	REFUSE SUPERINTENDENT					
		STEP A	40.0712	3,205.69	6,945.67	83,348.09
		STEP B	42.0747	3,365.97	7,292.94	87,515.37
		STEP C	44.1783	3,534.26	7,657.57	91,890.86
		STEP D	46.3875	3,711.00	8,040.50	96,486.00
		STEP E	48.7067	3,896.53	8,442.49	101,309.93
		STEP F	51.1420	4,091.36	8,864.61	106,375.36
		STEP G	53.6991	4,295.92	9,307.84	111,694.12
6235	REFUSE SUPERVISOR					
		STEP A	33.7592	2,700.73	5,851.59	70,219.13
		STEP B	35.4472	2,835.77	6,144.18	73,730.17
		STEP C	37.2197	2,977.57	6,451.41	77,416.97
		STEP D	39.0799	3,126.39	6,773.84	81,286.19
		STEP E	41.0339	3,282.71	7,112.54	85,350.51
		STEP F	43.0854	3,446.83	7,468.13	89,617.63
		STEP G	45.2399	3,619.19	7,841.58	94,098.99
6242	REFUSE UTILITY MANAGER					
		STEP A	50.8512	4,068.09	8,814.20	105,770.49
		STEP B	53.3936	4,271.48	9,254.89	111,058.68
		STEP C	56.0634	4,485.07	9,717.65	116,611.87
		STEP D	58.8664	4,709.31	10,203.50	122,442.11
		STEP E	61.8098	4,944.78	10,713.69	128,564.38
		STEP F	64.9004	5,192.03	11,249.40	134,992.83
		STEP G	68.1453	5,451.62	11,811.85	141,742.22

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
6450	RISK MANAGER					
		STEP A	44.2702	3,541.61	7,673.50	92,082.01
		STEP B	46.4838	3,718.70	8,057.19	96,686.30
		STEP C	48.8080	3,904.64	8,460.05	101,520.64
		STEP D	51.2482	4,099.85	8,883.02	106,596.25
		STEP E	53.8108	4,304.86	9,327.20	111,926.46
		STEP F	56.5012	4,520.09	9,793.54	117,522.49
		STEP G	59.3263	4,746.10	10,283.22	123,398.70
6500	SAFETY COORDINATOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	38.4164	3,073.31	6,658.84	79,906.11
		STEP C	40.3371	3,226.96	6,991.76	83,901.16
		STEP D	42.3539	3,388.31	7,341.34	88,096.11
		STEP E	44.4716	3,557.72	7,708.41	92,500.92
		STEP F	46.6952	3,735.61	8,093.83	97,126.01
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
7130	SR BUSINESS SYSTEMS ANALYST					
		STEP A	34.7663	2,781.30	6,026.15	72,313.90
		STEP B	36.5046	2,920.36	6,327.46	75,929.56
		STEP C	38.3298	3,066.38	6,643.83	79,725.98
		STEP D	40.2463	3,219.70	6,976.02	83,712.30
		STEP E	42.2586	3,380.68	7,324.82	87,897.88
		STEP F	44.3716	3,549.72	7,691.07	92,292.92
		STEP G	46.5900	3,727.20	8,075.60	96,907.20
7145	SR DATABASE ANALYST					
		STEP A	38.1818	3,054.54	6,618.17	79,418.14
		STEP B	40.0910	3,207.28	6,949.10	83,389.28
		STEP C	42.0955	3,367.64	7,296.55	87,558.64
		STEP D	44.2002	3,536.01	7,661.36	91,936.41
		STEP E	46.4103	3,712.82	8,044.45	96,533.42
		STEP F	48.7307	3,898.45	8,446.65	101,359.85
		STEP G	51.1673	4,093.38	8,869.00	106,427.98
7123	SR DEPUTY CITY ATTORNEY					
		STEP A	59.7687	4,781.49	10,359.90	124,318.89
		STEP B	62.7574	5,020.59	10,877.94	130,535.39
		STEP C	65.8951	5,271.60	11,421.81	137,061.80
		STEP D	69.1899	5,535.19	11,992.91	143,914.99
		STEP E	72.6495	5,811.96	12,592.58	151,110.96
		STEP F	76.2818	6,102.54	13,222.17	158,666.14
		STEP G	80.0958	6,407.66	13,883.27	166,599.26

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7128	SR ELECTRIC BUSINESS ANALYST					
		STEP A	47.5668	3,805.34	8,244.91	98,938.94
		STEP B	49.9452	3,995.61	8,657.16	103,886.01
		STEP C	52.4425	4,195.40	9,090.03	109,080.40
		STEP D	55.0646	4,405.16	9,544.53	114,534.36
		STEP E	57.8179	4,625.43	10,021.76	120,261.23
		STEP F	60.7088	4,856.70	10,522.85	126,274.30
		STEP G	63.7442	5,099.53	11,048.99	132,587.93
7163	SR ENERGY SERVICES ACCOUNT REP					
		STEP A	47.6233	3,809.86	8,254.70	99,056.46
		STEP B	50.0044	4,000.35	8,667.42	104,009.15
		STEP C	52.5047	4,200.37	9,100.81	109,209.77
		STEP D	55.1299	4,410.39	9,555.84	114,670.19
		STEP E	57.8863	4,630.90	10,033.62	120,403.50
		STEP F	60.7806	4,862.44	10,535.30	126,423.64
		STEP G	63.8196	5,105.56	11,062.06	132,744.76
7142	SR ENGINEER					
		STEP A	42.7247	3,417.97	7,405.61	88,867.37
		STEP B	44.8610	3,588.88	7,775.90	93,310.88
		STEP C	47.1040	3,768.32	8,164.69	97,976.32
		STEP D	49.4593	3,956.74	8,572.94	102,875.34
		STEP E	51.9321	4,154.56	9,001.56	108,018.76
		STEP F	54.5288	4,362.30	9,451.65	113,419.90
		STEP G	57.2552	4,580.41	9,924.23	119,090.81
7150	SR HUMAN RESOURCES ANALYST					
		STEP A	38.4165	3,073.32	6,658.86	79,906.32
		STEP B	40.3372	3,226.97	6,991.78	83,901.37
		STEP C	42.3541	3,388.32	7,341.37	88,096.52
		STEP D	44.4717	3,557.73	7,708.42	92,501.13
		STEP E	46.6954	3,735.63	8,093.86	97,126.43
		STEP F	49.0301	3,922.40	8,498.55	101,982.60
		STEP G	51.4815	4,118.52	8,923.46	107,081.52
7194	SR IT ANALYST					
		STEP A	34.8115	2,784.92	6,033.99	72,407.92
		STEP B	36.5520	2,924.16	6,335.68	76,028.16
		STEP C	38.3796	3,070.36	6,652.46	79,829.56
		STEP D	40.2987	3,223.89	6,985.10	83,821.29
		STEP E	42.3135	3,385.08	7,334.34	88,012.08
		STEP F	44.4293	3,554.34	7,701.07	92,412.94
		STEP G	46.6506	3,732.04	8,086.10	97,033.24

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Percentage:1.000

Effective Date: 07/09/2016

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
7180	SR PLANNER	STEP A	40.3307	3,226.45	6,990.65	83,887.85
		STEP B	42.3473	3,387.78	7,340.19	88,082.38
		STEP C	44.4646	3,557.16	7,707.19	92,486.36
		STEP D	46.6877	3,735.01	8,092.53	97,110.41
		STEP E	49.0223	3,921.78	8,497.19	101,966.38
		STEP F	51.4734	4,117.87	8,922.05	107,064.67
		STEP G	54.0470	4,323.76	9,368.14	112,417.76
7151	SR POWER ENGINEER	STEP A	59.8134	4,785.07	10,367.65	124,411.87
		STEP B	62.8043	5,024.34	10,886.07	130,632.94
		STEP C	65.9443	5,275.54	11,430.34	137,164.14
		STEP D	69.2416	5,539.32	12,001.87	144,022.52
		STEP E	72.7036	5,816.28	12,601.95	151,223.48
		STEP F	76.3389	6,107.11	13,232.07	158,784.91
		STEP G	80.1558	6,412.46	13,893.67	166,724.06
5555	SR POWER PLANT ENGINEER	STEP A	59.8134	4,785.07	10,367.65	124,411.87
		STEP B	62.8043	5,024.34	10,886.07	130,632.94
		STEP C	65.9443	5,275.54	11,430.34	137,164.14
		STEP D	69.2416	5,539.32	12,001.87	144,022.52
		STEP E	72.7036	5,816.28	12,601.95	151,223.48
		STEP F	76.3389	6,107.11	13,232.07	158,784.91
		STEP G	80.1558	6,412.46	13,893.67	166,724.06
7520	STREET MAINT SUPERINTENDENT	STEP A	42.7162	3,417.29	7,404.14	88,849.69
		STEP B	44.8518	3,588.14	7,774.31	93,291.74
		STEP C	47.0943	3,767.54	8,163.01	97,956.14
		STEP D	49.4492	3,955.93	8,571.19	102,854.33
		STEP E	51.9218	4,153.74	8,999.77	107,997.34
		STEP F	54.5179	4,361.43	9,449.76	113,397.23
		STEP G	57.2435	4,579.48	9,922.20	119,066.48
7522	STREET MAINT SUPERVISOR	STEP A	32.5213	2,601.70	5,637.02	67,644.30
		STEP B	34.1472	2,731.77	5,918.84	71,026.17
		STEP C	35.8546	2,868.36	6,214.79	74,577.56
		STEP D	37.6474	3,011.79	6,525.54	78,306.59
		STEP E	39.5298	3,162.38	6,851.83	82,221.98
		STEP F	41.5063	3,320.50	7,194.42	86,333.10
		STEP G	43.5816	3,486.52	7,554.14	90,649.72

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
8762	URBAN FORESTER					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5866	2,926.92	6,341.67	76,100.12
		STEP C	38.4161	3,073.28	6,658.79	79,905.48
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39
9047	WATER CONSERVATION ADMINSTR					
		STEP A	38.4381	3,075.04	6,662.60	79,951.24
		STEP B	40.3601	3,228.80	6,995.75	83,949.00
		STEP C	42.3780	3,390.24	7,345.52	88,146.24
		STEP D	44.4970	3,559.76	7,712.81	92,553.76
		STEP E	46.7218	3,737.74	8,098.44	97,181.34
		STEP F	49.0582	3,924.65	8,503.42	102,041.05
		STEP G	51.5109	4,120.87	8,928.55	107,142.67
9084	WATER DISTRIBUTION SUPERVISOR					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5867	2,926.93	6,341.69	76,100.33
		STEP C	38.4162	3,073.29	6,658.80	79,905.69
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39
9085	WATER DISTRIBUTION SUPT					
		STEP A	42.0794	3,366.35	7,293.76	87,525.15
		STEP B	44.8448	3,587.58	7,773.09	93,277.18
		STEP C	47.0871	3,766.96	8,161.76	97,941.16
		STEP D	49.4415	3,955.32	8,569.86	102,838.32
		STEP E	51.9135	4,153.08	8,998.34	107,980.08
		STEP F	54.5093	4,360.74	9,448.27	113,379.34
		STEP G	57.2346	4,578.76	9,920.66	119,047.96
9101	WATER QUALITY LAB SUPERVISOR					
		STEP A	36.5854	2,926.83	6,341.46	76,097.63
		STEP B	38.4146	3,073.16	6,658.53	79,902.36
		STEP C	40.3354	3,226.83	6,991.46	83,897.63
		STEP D	42.3521	3,388.16	7,341.03	88,092.36
		STEP E	44.4698	3,557.58	7,708.09	92,497.18
		STEP F	46.6932	3,735.45	8,093.48	97,121.85
		STEP G	49.0277	3,922.21	8,498.13	101,977.61

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
9175	WATER TRMT PLT CHIEF OPERATOR					
		STEP A	41.8116	3,344.92	7,247.34	86,968.12
		STEP B	43.9023	3,512.18	7,609.73	91,316.78
		STEP C	46.0973	3,687.78	7,990.19	95,882.38
		STEP D	48.4023	3,872.18	8,389.73	100,676.78
		STEP E	50.8222	4,065.77	8,809.18	105,710.17
		STEP F	53.3634	4,269.07	9,249.65	110,995.87
		STEP G	56.0315	4,482.52	9,712.12	116,545.52
9244	WATER UTILITY MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	59.3265	4,746.12	10,283.26	123,399.12
		STEP C	62.2925	4,983.40	10,797.36	129,568.40
		STEP D	65.4073	5,232.58	11,337.26	136,047.18
		STEP E	68.6775	5,494.20	11,904.10	142,849.20
		STEP F	72.1113	5,768.90	12,499.29	149,991.50
		STEP G	75.7169	6,057.35	13,124.26	157,491.15
8980	WSTWTR COLLECTION SUPT					
		STEP A	42.7094	3,416.75	7,402.96	88,835.55
		STEP B	44.8448	3,587.58	7,773.09	93,277.18
		STEP C	47.0871	3,766.96	8,161.76	97,941.16
		STEP D	49.4415	3,955.32	8,569.86	102,838.32
		STEP E	51.9135	4,153.08	8,998.34	107,980.08
		STEP F	54.5093	4,360.74	9,448.27	113,379.34
		STEP G	57.2346	4,578.76	9,920.66	119,047.96
8978	WSTWTR COLLECTION SUPV					
		STEP A	34.8446	2,787.56	6,039.73	72,476.76
		STEP B	36.5867	2,926.93	6,341.69	76,100.33
		STEP C	38.4162	3,073.29	6,658.80	79,905.69
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3538	3,388.30	7,341.32	88,095.90
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39
9040	WSTWTR TRMT PLT CHIEF OPERATOR					
		STEP A	45.9928	3,679.42	7,972.08	95,665.02
		STEP B	48.2926	3,863.40	8,370.71	100,448.60
		STEP C	50.7070	4,056.56	8,789.21	105,470.56
		STEP D	53.2425	4,259.40	9,228.70	110,744.40
		STEP E	55.9044	4,472.35	9,690.09	116,281.15
		STEP F	58.6998	4,695.98	10,174.63	122,095.58
		STEP G	61.6346	4,930.76	10,683.33	128,199.96

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
9045	WSTWTR UTILITY MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	59.3265	4,746.12	10,283.26	123,399.12
		STEP C	62.2925	4,983.40	10,797.36	129,568.40
		STEP D	65.4073	5,232.58	11,337.26	136,047.18
		STEP E	68.6775	5,494.20	11,904.10	142,849.20
		STEP F	72.1113	5,768.90	12,499.29	149,991.50
		STEP G	75.7169	6,057.35	13,124.26	157,491.15

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	STEP M
B700	ACCOUNTING MANAGER					
		STEP A	43.9697	3,517.57	7,621.41	91,456.97
		STEP B	45.0552	3,604.41	7,809.56	93,714.81
		STEP C	46.1679	3,693.43	8,002.43	96,029.23
		STEP D	47.3081	3,784.64	8,200.07	98,400.84
		STEP E	48.4764	3,878.11	8,402.57	100,830.91
		STEP F	49.6736	3,973.88	8,610.09	103,321.08
		STEP G	50.9003	4,072.02	8,822.71	105,872.62
		STEP H	52.1574	4,172.59	9,040.61	108,487.39
		STEP I	53.4454	4,275.63	9,263.86	111,166.43
		STEP J	54.7653	4,381.22	9,492.65	113,911.82
		STEP K	56.1178	4,489.42	9,727.08	116,725.02
		STEP L	57.5037	4,600.29	9,967.30	119,607.69
		STEP M	58.9238	4,713.90	10,213.45	122,561.50
B701	ACCOUNTING SUPERVISOR					
		STEP A	40.5385	3,243.08	7,026.67	84,320.08
		STEP B	41.5392	3,323.13	7,200.12	86,401.53
		STEP C	42.5651	3,405.20	7,377.95	88,535.40
		STEP D	43.6163	3,489.30	7,560.15	90,721.90
		STEP E	44.6934	3,575.47	7,746.85	92,962.27
		STEP F	45.7971	3,663.76	7,938.16	95,257.96
		STEP G	46.9282	3,754.25	8,134.22	97,610.65
		STEP H	48.0871	3,846.96	8,335.09	100,021.16
		STEP I	49.2747	3,941.97	8,540.94	102,491.37
		STEP J	50.4915	4,039.32	8,751.86	105,022.32
		STEP K	51.7385	4,139.08	8,968.00	107,616.08
		STEP L	53.0162	4,241.29	9,189.47	110,273.69
		STEP M	54.3255	4,346.04	9,416.42	112,997.04
B702	ADMIN ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.0820	2,726.56	5,907.54	70,890.56
		STEP C	34.9236	2,793.88	6,053.42	72,641.08
		STEP D	35.7861	2,862.88	6,202.92	74,435.08
		STEP E	36.6699	2,933.59	6,356.11	76,273.39
		STEP F	37.5755	3,006.04	6,513.08	78,157.04
		STEP G	38.5035	3,080.28	6,673.94	80,087.28
		STEP H	39.4543	3,156.34	6,838.74	82,064.94
		STEP I	40.4287	3,234.29	7,007.64	84,091.69
		STEP J	41.4271	3,314.16	7,180.69	86,168.36
		STEP K	42.4502	3,396.01	7,358.03	88,296.41
		STEP L	43.4986	3,479.88	7,539.75	90,477.08
		STEP M	44.5728	3,565.82	7,725.95	92,711.42

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B703	ADMIN ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B704	ALTERNATIVE TRANSP ANALYST I					
		STEP A	33.7583	2,700.66	5,851.43	70,217.26
		STEP B	34.5918	2,767.34	5,995.91	71,950.94
		STEP C	35.4461	2,835.68	6,143.99	73,727.88
		STEP D	36.3215	2,905.72	6,295.72	75,548.72
		STEP E	37.2185	2,977.48	6,451.20	77,414.48
		STEP F	38.1376	3,051.00	6,610.51	79,326.20
		STEP G	39.0795	3,126.36	6,773.78	81,285.36
		STEP H	40.0446	3,203.56	6,941.06	83,292.76
		STEP I	41.0335	3,282.68	7,112.47	85,349.68
		STEP J	42.0469	3,363.75	7,288.12	87,457.55
		STEP K	43.0853	3,446.82	7,468.11	89,617.42
		STEP L	44.1493	3,531.94	7,652.54	91,830.54
		STEP M	45.2396	3,619.16	7,841.53	94,098.36
B705	ALTERNATIVE TRANSP ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B706	ALTERNATIVE TRANSP MGR					
		STEP A	46.6032	3,728.25	8,077.88	96,934.65
		STEP B	47.7530	3,820.24	8,277.18	99,326.24
		STEP C	48.9323	3,914.58	8,481.59	101,779.18
		STEP D	50.1408	4,011.26	8,691.07	104,292.86
		STEP E	51.3790	4,110.32	8,905.69	106,868.32
		STEP F	52.6479	4,211.83	9,125.63	109,507.63
		STEP G	53.9481	4,315.84	9,351.00	112,212.04
		STEP H	55.2804	4,422.43	9,581.93	114,983.23
		STEP I	56.6456	4,531.64	9,818.57	117,822.84
		STEP J	58.0445	4,643.56	10,061.04	120,732.56
		STEP K	59.4780	4,758.24	10,309.52	123,714.24
		STEP L	60.9469	4,875.75	10,564.12	126,769.55
		STEP M	62.4520	4,996.16	10,825.01	129,900.16
B711	ASST CITY ATTORNEY					
		STEP A	68.7340	5,498.72	11,913.89	142,966.72
		STEP B	70.4307	5,634.45	12,207.98	146,495.85
		STEP C	72.1701	5,773.60	12,509.48	150,113.80
		STEP D	73.9524	5,916.19	12,818.41	153,820.99
		STEP E	75.7787	6,062.29	13,134.97	157,619.69
		STEP F	77.6502	6,212.01	13,459.36	161,512.41
		STEP G	79.5678	6,365.42	13,791.75	165,501.02
		STEP H	81.5328	6,522.62	14,132.35	169,588.22
		STEP I	83.5464	6,683.71	14,481.37	173,776.51
		STEP J	85.6096	6,848.76	14,839.00	178,067.96
		STEP K	87.7238	7,017.90	15,205.45	182,465.50
		STEP L	89.8903	7,191.22	15,580.98	186,971.82
		STEP M	92.1102	7,368.81	15,965.76	191,589.21
B712	ASST CITY CLERK					
		STEP A	35.4741	2,837.92	6,148.84	73,786.12
		STEP B	36.3498	2,907.98	6,300.63	75,607.58
		STEP C	37.2475	2,979.80	6,456.23	77,474.80
		STEP D	38.1673	3,053.38	6,615.66	79,387.98
		STEP E	39.1099	3,128.79	6,779.04	81,348.59
		STEP F	40.0758	3,206.06	6,946.47	83,357.66
		STEP G	41.0655	3,285.24	7,118.02	85,416.24
		STEP H	42.0796	3,366.36	7,293.79	87,525.56
		STEP I	43.1188	3,449.50	7,473.92	89,687.10
		STEP J	44.1837	3,534.69	7,658.50	91,902.09
		STEP K	45.2749	3,621.99	7,847.64	94,171.79
		STEP L	46.3930	3,711.44	8,041.45	96,497.44
		STEP M	47.5387	3,803.09	8,240.04	98,880.49

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B707	ASST CITY MANAGER					
		STEP A	74.0814	5,926.51	12,840.77	154,089.31
		STEP B	75.9101	6,072.80	13,157.75	157,893.00
		STEP C	77.7848	6,222.78	13,482.69	161,792.38
		STEP D	79.7058	6,376.46	13,815.67	165,788.06
		STEP E	81.6742	6,533.93	14,156.86	169,882.33
		STEP F	83.6912	6,695.29	14,506.47	174,077.69
		STEP G	85.7581	6,860.64	14,864.73	178,376.84
		STEP H	87.8759	7,030.07	15,231.82	182,781.87
		STEP I	90.0461	7,203.68	15,607.99	187,295.88
		STEP J	92.2699	7,381.59	15,993.44	191,921.39
		STEP K	94.5486	7,563.88	16,388.42	196,661.08
		STEP L	96.8836	7,750.68	16,793.15	201,517.88
		STEP M	99.2762	7,942.09	17,207.87	206,494.49
B940	ASST ELEC UTIL DIR-RESOURCES					
		STEP A	77.7298	6,218.38	13,473.16	161,677.98
		STEP B	79.6487	6,371.89	13,805.77	165,669.29
		STEP C	81.6157	6,529.25	14,146.72	169,760.65
		STEP D	83.6312	6,690.49	14,496.07	173,952.89
		STEP E	85.6966	6,855.72	14,854.07	178,248.92
		STEP F	87.8130	7,025.04	15,220.92	182,651.04
		STEP G	89.9816	7,198.52	15,596.81	187,161.72
		STEP H	92.2038	7,376.30	15,981.99	191,783.90
		STEP I	94.4808	7,558.46	16,376.67	196,520.06
		STEP J	96.8141	7,745.12	16,781.11	201,373.32
		STEP K	99.2051	7,936.40	17,195.55	206,346.60
		STEP L	101.6550	8,132.40	17,620.20	211,442.40
		STEP M	104.1655	8,333.24	18,055.35	216,664.24
B708	ASST ELEC UTIL DIRECTOR					
		STEP A	70.9719	5,677.75	12,301.79	147,621.55
		STEP B	72.7240	5,817.92	12,605.49	151,265.92
		STEP C	74.5200	5,961.60	12,916.80	155,001.60
		STEP D	76.3603	6,108.82	13,235.78	158,829.42
		STEP E	78.2461	6,259.68	13,562.65	162,751.88
		STEP F	80.1785	6,414.28	13,897.60	166,771.28
		STEP G	82.1585	6,572.68	14,240.80	170,889.68
		STEP H	84.1875	6,735.00	14,592.50	175,110.00
		STEP I	86.2666	6,901.32	14,952.87	179,434.52
		STEP J	88.3971	7,071.76	15,322.16	183,865.96
		STEP K	90.5801	7,246.40	15,700.55	188,406.60
		STEP L	92.8171	7,425.36	16,088.29	193,059.56
		STEP M	95.1093	7,608.74	16,485.61	197,827.34

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B709	ASST EU DIRECTOR					
		STEP A	62.1514	4,972.11	10,772.90	129,274.91
		STEP B	63.6854	5,094.83	11,038.80	132,465.63
		STEP C	65.2582	5,220.65	11,311.42	135,737.05
		STEP D	66.8698	5,349.58	11,590.76	139,089.18
		STEP E	68.5212	5,481.69	11,877.00	142,524.09
		STEP F	70.2134	5,617.07	12,170.32	146,043.87
		STEP G	71.9474	5,755.79	12,470.88	149,650.59
		STEP H	73.7242	5,897.93	12,778.86	153,346.33
		STEP I	75.5449	6,043.59	13,094.44	157,133.39
		STEP J	77.4106	6,192.84	13,417.83	161,014.04
		STEP K	79.3223	6,345.78	13,749.19	164,990.38
		STEP L	81.2813	6,502.50	14,088.75	169,065.10
		STEP M	83.2886	6,663.08	14,436.69	173,240.28
B713	ASST FIRE CHIEF					
		STEP A	61.2592	4,900.73	10,618.26	127,419.13
		STEP B	62.7714	5,021.71	10,880.37	130,564.51
		STEP C	64.3216	5,145.72	11,149.07	133,788.92
		STEP D	65.9101	5,272.80	11,424.41	137,093.00
		STEP E	67.5378	5,403.02	11,706.55	140,478.62
		STEP F	69.2057	5,536.45	11,995.65	143,947.85
		STEP G	70.9148	5,673.18	12,291.89	147,502.78
		STEP H	72.6661	5,813.28	12,595.45	151,145.48
		STEP I	74.4607	5,956.85	12,906.52	154,878.25
		STEP J	76.2996	6,103.96	13,225.26	158,703.16
		STEP K	78.1839	6,254.71	13,551.87	162,622.51
		STEP L	80.1147	6,409.17	13,886.54	166,638.57
		STEP M	82.0932	6,567.45	14,229.48	170,753.85
B845	ASST HUMAN RESOURCES DIRECTOR					
		STEP A	53.1051	4,248.40	9,204.88	110,458.60
		STEP B	54.4160	4,353.28	9,432.10	113,185.28
		STEP C	55.7598	4,460.78	9,665.03	115,980.38
		STEP D	57.1369	4,570.95	9,903.72	118,844.75
		STEP E	58.5479	4,683.83	10,148.30	121,779.63
		STEP F	59.9938	4,799.50	10,398.92	124,787.10
		STEP G	61.4754	4,918.03	10,655.73	127,868.83
		STEP H	62.9936	5,039.48	10,918.89	131,026.68
		STEP I	64.5493	5,163.94	11,188.54	134,262.54
		STEP J	66.1434	5,291.47	11,464.85	137,578.27
		STEP K	67.7769	5,422.15	11,748.00	140,975.95
		STEP L	69.4507	5,556.05	12,038.12	144,457.45
		STEP M	71.1659	5,693.27	12,335.42	148,025.07

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B710	ASST POLICE CHIEF	STEP A	66.6657	5,333.25	11,555.38	138,664.65
		STEP B	68.3113	5,464.90	11,840.62	142,087.50
		STEP C	69.9983	5,599.86	12,133.03	145,596.46
		STEP D	71.7270	5,738.16	12,432.68	149,192.16
		STEP E	73.4984	5,879.87	12,739.72	152,876.67
		STEP F	75.3135	6,025.08	13,054.34	156,652.08
		STEP G	77.1735	6,173.88	13,376.74	160,520.88
		STEP H	79.0793	6,326.34	13,707.07	164,484.94
		STEP I	81.0323	6,482.58	14,045.59	168,547.18
		STEP J	83.0334	6,642.67	14,392.45	172,709.47
		STEP K	85.0840	6,806.72	14,747.89	176,974.72
		STEP L	87.1853	6,974.82	15,112.11	181,345.42
		STEP M	89.3384	7,147.07	15,485.32	185,823.87
B714	BILLING SERVICES MANAGER	STEP A	43.9697	3,517.57	7,621.41	91,456.97
		STEP B	45.0552	3,604.41	7,809.56	93,714.81
		STEP C	46.1679	3,693.43	8,002.43	96,029.23
		STEP D	47.3081	3,784.64	8,200.07	98,400.84
		STEP E	48.4764	3,878.11	8,402.57	100,830.91
		STEP F	49.6736	3,973.88	8,610.09	103,321.08
		STEP G	50.9003	4,072.02	8,822.71	105,872.62
		STEP H	52.1574	4,172.59	9,040.61	108,487.39
		STEP I	53.4454	4,275.63	9,263.86	111,166.43
		STEP J	54.7653	4,381.22	9,492.65	113,911.82
		STEP K	56.1178	4,489.42	9,727.08	116,725.02
		STEP L	57.5037	4,600.29	9,967.30	119,607.69
		STEP M	58.9238	4,713.90	10,213.45	122,561.50
B715	BLDG INSPECTION SUPERVISOR	STEP A	40.3307	3,226.45	6,990.65	83,887.85
		STEP B	41.3263	3,306.10	7,163.22	85,958.70
		STEP C	42.3469	3,387.75	7,340.12	88,081.55
		STEP D	43.3927	3,471.41	7,521.40	90,256.81
		STEP E	44.4643	3,557.14	7,707.14	92,485.74
		STEP F	45.5624	3,644.99	7,897.48	94,769.79
		STEP G	46.6876	3,735.00	8,092.51	97,110.20
		STEP H	47.8406	3,827.24	8,292.37	99,508.44
		STEP I	49.0220	3,921.76	8,497.14	101,965.76
		STEP J	50.2327	4,018.61	8,707.00	104,484.01
		STEP K	51.4732	4,117.85	8,922.02	107,064.25
		STEP L	52.7444	4,219.55	9,142.36	109,708.35
		STEP M	54.0470	4,323.76	9,368.14	112,417.76

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B717	BLDG OFFICIAL					
		STEP A	49.8118	3,984.94	8,634.04	103,608.54
		STEP B	51.0414	4,083.31	8,847.17	106,166.11
		STEP C	52.3019	4,184.15	9,065.66	108,787.95
		STEP D	53.5936	4,287.48	9,289.55	111,474.68
		STEP E	54.9171	4,393.36	9,518.96	114,227.56
		STEP F	56.2734	4,501.87	9,754.05	117,048.67
		STEP G	57.6631	4,613.04	9,994.93	119,939.24
		STEP H	59.0871	4,726.96	10,241.76	122,901.16
		STEP I	60.5464	4,843.71	10,494.70	125,936.51
		STEP J	62.0416	4,963.32	10,753.87	129,046.52
		STEP K	63.5738	5,085.90	11,019.45	132,233.50
		STEP L	65.1438	5,211.50	11,291.59	135,499.10
		STEP M	66.7526	5,340.20	11,570.45	138,845.40
B718	BUDGET ANALYST I					
		STEP A	34.4334	2,754.67	5,968.45	71,621.47
		STEP B	35.2833	2,822.66	6,115.77	73,389.26
		STEP C	36.1547	2,892.37	6,266.81	75,201.77
		STEP D	37.0476	2,963.80	6,421.58	77,059.00
		STEP E	37.9625	3,037.00	6,580.16	78,962.00
		STEP F	38.9000	3,112.00	6,742.66	80,912.00
		STEP G	39.8607	3,188.85	6,909.18	82,910.25
		STEP H	40.8451	3,267.60	7,079.81	84,957.80
		STEP I	41.8538	3,348.30	7,254.65	87,055.90
		STEP J	42.8874	3,430.99	7,433.81	89,205.79
		STEP K	43.9466	3,515.72	7,617.41	91,408.92
		STEP L	45.0319	3,602.55	7,805.52	93,666.35
		STEP M	46.1440	3,691.52	7,998.29	95,979.52
B719	BUDGET ANALYST II					
		STEP A	37.3182	2,985.45	6,468.48	77,621.85
		STEP B	38.2394	3,059.15	6,628.16	79,537.95
		STEP C	39.1838	3,134.70	6,791.85	81,502.30
		STEP D	40.1515	3,212.12	6,959.59	83,515.12
		STEP E	41.1431	3,291.44	7,131.47	85,577.64
		STEP F	42.1591	3,372.72	7,307.57	87,690.92
		STEP G	43.2003	3,456.02	7,488.05	89,856.62
		STEP H	44.2672	3,541.37	7,672.98	92,075.77
		STEP I	45.3604	3,628.83	7,862.46	94,349.63
		STEP J	46.4806	3,718.44	8,056.63	96,679.64
		STEP K	47.6285	3,810.28	8,255.60	99,067.28
		STEP L	48.8047	3,904.37	8,459.48	101,513.77
		STEP M	50.0100	4,000.80	8,668.40	104,020.80

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B720	BUDGET MANAGER					
		STEP A	43.9697	3,517.57	7,621.41	91,456.97
		STEP B	45.0552	3,604.41	7,809.56	93,714.81
		STEP C	46.1679	3,693.43	8,002.43	96,029.23
		STEP D	47.3081	3,784.64	8,200.07	98,400.84
		STEP E	48.4764	3,878.11	8,402.57	100,830.91
		STEP F	49.6736	3,973.88	8,610.09	103,321.08
		STEP G	50.9003	4,072.02	8,822.71	105,872.62
		STEP H	52.1574	4,172.59	9,040.61	108,487.39
		STEP I	53.4454	4,275.63	9,263.86	111,166.43
		STEP J	54.7653	4,381.22	9,492.65	113,911.82
		STEP K	56.1178	4,489.42	9,727.08	116,725.02
		STEP L	57.5037	4,600.29	9,967.30	119,607.69
		STEP M	58.9238	4,713.90	10,213.45	122,561.50
B721	BUSINESS SVCS ADMINISTRATOR					
		STEP A	42.3780	3,390.24	7,345.52	88,146.24
		STEP B	43.4242	3,473.93	7,526.86	90,322.33
		STEP C	44.4966	3,559.72	7,712.74	92,552.92
		STEP D	45.5955	3,647.64	7,903.22	94,838.64
		STEP E	46.7215	3,737.72	8,098.39	97,180.72
		STEP F	47.8753	3,830.02	8,298.38	99,580.62
		STEP G	49.0577	3,924.61	8,503.33	102,040.01
		STEP H	50.2692	4,021.53	8,713.32	104,559.93
		STEP I	51.5107	4,120.85	8,928.52	107,142.25
		STEP J	52.7828	4,222.62	9,149.01	109,788.22
		STEP K	54.0863	4,326.90	9,374.95	112,499.50
		STEP L	55.4220	4,433.76	9,606.48	115,277.76
		STEP M	56.7907	4,543.25	9,843.72	118,124.65
B722	CENTRAL SERVICES DIRECTOR					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	62.4949	4,999.59	10,832.44	129,989.39
		STEP C	64.0383	5,123.06	11,099.97	133,199.66
		STEP D	65.6198	5,249.58	11,374.09	136,489.18
		STEP E	67.2403	5,379.22	11,654.98	139,859.82
		STEP F	68.9009	5,512.07	11,942.82	143,313.87
		STEP G	70.6024	5,648.19	12,237.74	146,852.99
		STEP H	72.3460	5,787.68	12,539.97	150,479.68
		STEP I	74.1327	5,930.61	12,849.66	154,196.01
		STEP J	75.9635	6,077.08	13,167.00	158,004.08
		STEP K	77.8395	6,227.16	13,492.18	161,906.16
		STEP L	79.7618	6,380.94	13,825.37	165,904.54
		STEP M	81.7316	6,538.52	14,166.81	170,001.72

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B723	CHIEF FINANCIAL OFFICER					
		STEP A	86.5875	6,927.00	15,008.50	180,102.00
		STEP B	88.7250	7,098.00	15,379.00	184,548.00
		STEP C	90.9161	7,273.28	15,758.79	189,105.48
		STEP D	93.1614	7,452.91	16,147.97	193,775.71
		STEP E	95.4621	7,636.96	16,546.76	198,561.16
		STEP F	97.8196	7,825.56	16,955.39	203,464.76
		STEP G	100.2354	8,018.83	17,374.13	208,489.63
		STEP H	102.7108	8,216.86	17,803.20	213,638.46
		STEP I	105.2473	8,419.78	18,242.86	218,914.38
		STEP J	107.8465	8,627.72	18,693.39	224,320.72
		STEP K	110.5099	8,840.79	19,155.04	229,860.59
		STEP L	113.2390	9,059.12	19,628.09	235,537.12
		STEP M	116.0356	9,282.84	20,112.83	241,354.04
B724	CHIEF INFORMATION OFFICER					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	62.4949	4,999.59	10,832.44	129,989.39
		STEP C	64.0383	5,123.06	11,099.97	133,199.66
		STEP D	65.6198	5,249.58	11,374.09	136,489.18
		STEP E	67.2403	5,379.22	11,654.98	139,859.82
		STEP F	68.9009	5,512.07	11,942.82	143,313.87
		STEP G	70.6024	5,648.19	12,237.74	146,852.99
		STEP H	72.3460	5,787.68	12,539.97	150,479.68
		STEP I	74.1327	5,930.61	12,849.66	154,196.01
		STEP J	75.9635	6,077.08	13,167.00	158,004.08
		STEP K	77.8395	6,227.16	13,492.18	161,906.16
		STEP L	79.7618	6,380.94	13,825.37	165,904.54
		STEP M	81.7316	6,538.52	14,166.81	170,001.72
B725	CITY CLERK					
		STEP A	49.4890	3,959.12	8,578.09	102,937.12
		STEP B	50.7112	4,056.89	8,789.94	105,479.29
		STEP C	51.9636	4,157.08	9,007.02	108,084.28
		STEP D	53.2468	4,259.74	9,229.44	110,753.34
		STEP E	54.5618	4,364.94	9,457.37	113,488.54
		STEP F	55.9093	4,472.74	9,690.94	116,291.34
		STEP G	57.2900	4,583.20	9,930.26	119,163.20
		STEP H	58.7049	4,696.39	10,175.51	122,106.19
		STEP I	60.1546	4,812.36	10,426.79	125,121.56
		STEP J	61.6402	4,931.21	10,684.30	128,211.61
		STEP K	63.1625	5,053.00	10,948.16	131,378.00
		STEP L	64.7223	5,177.78	11,218.53	134,622.38
		STEP M	66.3207	5,305.65	11,495.58	137,947.05

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B726	CITY LIBRARIAN					
		STEP A	43.4443	3,475.54	7,530.34	90,364.14
		STEP B	44.5172	3,561.37	7,716.31	92,595.77
		STEP C	45.6166	3,649.32	7,906.87	94,882.52
		STEP D	46.7432	3,739.45	8,102.15	97,225.85
		STEP E	47.8976	3,831.80	8,302.25	99,627.00
		STEP F	49.0804	3,926.43	8,507.26	102,087.23
		STEP G	50.2925	4,023.40	8,717.36	104,608.40
		STEP H	51.5345	4,122.76	8,932.64	107,191.76
		STEP I	52.8072	4,224.57	9,153.24	109,838.97
		STEP J	54.1114	4,328.91	9,379.30	112,551.71
		STEP K	55.4477	4,435.81	9,610.93	115,331.21
		STEP L	56.8170	4,545.36	9,848.28	118,179.36
		STEP M	58.2202	4,657.61	10,091.50	121,098.01
B728	DEPT PUBLIC INFO OFFICER					
		STEP A	38.3214	3,065.71	6,642.37	79,708.51
		STEP B	39.2676	3,141.40	6,806.38	81,676.60
		STEP C	40.2373	3,218.98	6,974.46	83,693.58
		STEP D	41.2310	3,298.48	7,146.70	85,760.48
		STEP E	42.2493	3,379.94	7,323.21	87,878.54
		STEP F	43.2926	3,463.40	7,504.05	90,048.60
		STEP G	44.3618	3,548.94	7,689.37	92,272.54
		STEP H	45.4574	3,636.59	7,879.28	94,551.39
		STEP I	46.5800	3,726.40	8,073.86	96,886.40
		STEP J	47.7303	3,818.42	8,273.25	99,279.02
		STEP K	48.9091	3,912.72	8,477.57	101,730.92
		STEP L	50.1169	4,009.35	8,686.92	104,243.15
		STEP M	51.3546	4,108.36	8,901.46	106,817.56
B729	DEPUTY CITY ATTORNEY I					
		STEP A	49.3957	3,951.65	8,561.92	102,743.05
		STEP B	50.6151	4,049.20	8,773.28	105,279.40
		STEP C	51.8650	4,149.20	8,989.93	107,879.20
		STEP D	53.1459	4,251.67	9,211.95	110,543.47
		STEP E	54.4584	4,356.67	9,439.45	113,273.47
		STEP F	55.8033	4,464.26	9,672.57	116,070.86
		STEP G	57.1814	4,574.51	9,911.44	118,937.31
		STEP H	58.5936	4,687.48	10,156.22	121,874.68
		STEP I	60.0406	4,803.24	10,407.03	124,884.44
		STEP J	61.5234	4,921.87	10,664.05	127,968.67
		STEP K	63.0427	5,043.41	10,927.40	131,128.81
		STEP L	64.5996	5,167.96	11,197.26	134,367.16
		STEP M	66.1950	5,295.60	11,473.80	137,685.60

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B730	DEPUTY CITY ATTORNEY II					
		STEP A	54.3352	4,346.81	9,418.10	113,017.21
		STEP B	55.6766	4,454.12	9,650.61	115,807.32
		STEP C	57.0516	4,564.12	9,888.94	118,667.32
		STEP D	58.4605	4,676.84	10,133.15	121,597.84
		STEP E	59.9042	4,792.33	10,383.39	124,600.73
		STEP F	61.3836	4,910.68	10,639.82	127,677.88
		STEP G	62.8996	5,031.96	10,902.59	130,831.16
		STEP H	64.4529	5,156.23	11,171.83	134,062.03
		STEP I	66.0447	5,283.57	11,447.74	137,372.97
		STEP J	67.6757	5,414.05	11,730.45	140,765.45
		STEP K	69.3470	5,547.76	12,020.14	144,241.76
		STEP L	71.0596	5,684.76	12,317.00	147,803.96
		STEP M	72.8145	5,825.16	12,621.18	151,454.16
B731	DEPUTY CITY MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	56.8894	4,551.15	9,860.82	118,329.95
		STEP C	58.2944	4,663.55	10,104.36	121,252.35
		STEP D	59.7340	4,778.72	10,353.89	124,246.72
		STEP E	61.2092	4,896.73	10,609.59	127,315.13
		STEP F	62.7208	5,017.66	10,871.60	130,459.26
		STEP G	64.2698	5,141.58	11,140.09	133,681.18
		STEP H	65.8570	5,268.56	11,415.21	136,982.56
		STEP I	67.4834	5,398.67	11,697.12	140,365.47
		STEP J	69.1500	5,532.00	11,986.00	143,832.00
		STEP K	70.8577	5,668.61	12,282.00	147,384.01
		STEP L	72.6076	5,808.60	12,585.31	151,023.80
		STEP M	74.4007	5,952.05	12,896.12	154,753.45
B732	DEVELOPMENT ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.0820	2,726.56	5,907.54	70,890.56
		STEP C	34.9236	2,793.88	6,053.42	72,641.08
		STEP D	35.7861	2,862.88	6,202.92	74,435.08
		STEP E	36.6699	2,933.59	6,356.11	76,273.39
		STEP F	37.5755	3,006.04	6,513.08	78,157.04
		STEP G	38.5035	3,080.28	6,673.94	80,087.28
		STEP H	39.4543	3,156.34	6,838.74	82,064.94
		STEP I	40.4287	3,234.29	7,007.64	84,091.69
		STEP J	41.4271	3,314.16	7,180.69	86,168.36
		STEP K	42.4502	3,396.01	7,358.03	88,296.41
		STEP L	43.4986	3,479.88	7,539.75	90,477.08
		STEP M	44.5728	3,565.82	7,725.95	92,711.42

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B733	DEVELOPMENT ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B734	DEVELOPMENT SERVICES DIRECTOR					
		STEP A	67.1903	5,375.22	11,646.31	139,755.82
		STEP B	68.8490	5,507.92	11,933.82	143,205.92
		STEP C	70.5493	5,643.94	12,228.54	146,742.54
		STEP D	72.2916	5,783.32	12,530.54	150,366.52
		STEP E	74.0769	5,926.15	12,840.00	154,079.95
		STEP F	75.9063	6,072.50	13,157.09	157,885.10
		STEP G	77.7809	6,222.47	13,482.02	161,784.27
		STEP H	79.7018	6,376.14	13,814.97	165,779.74
		STEP I	81.6701	6,533.60	14,156.15	169,873.80
		STEP J	83.6870	6,694.96	14,505.74	174,068.96
		STEP K	85.7538	6,860.30	14,863.99	178,367.90
		STEP L	87.8715	7,029.72	15,231.06	182,772.72
		STEP M	90.0416	7,203.32	15,607.21	187,286.52
B735	DEVELOPMENT SERVICES MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	56.8894	4,551.15	9,860.82	118,329.95
		STEP C	58.2944	4,663.55	10,104.36	121,252.35
		STEP D	59.7340	4,778.72	10,353.89	124,246.72
		STEP E	61.2092	4,896.73	10,609.59	127,315.13
		STEP F	62.7208	5,017.66	10,871.60	130,459.26
		STEP G	64.2698	5,141.58	11,140.09	133,681.18
		STEP H	65.8570	5,268.56	11,415.21	136,982.56
		STEP I	67.4834	5,398.67	11,697.12	140,365.47
		STEP J	69.1500	5,532.00	11,986.00	143,832.00
		STEP K	70.8577	5,668.61	12,282.00	147,384.01
		STEP L	72.6076	5,808.60	12,585.31	151,023.80
		STEP M	74.4007	5,952.05	12,896.12	154,753.45

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B736	ECONOMIC DEVELOPMENT DIRECTOR					
		STEP A	64.6607	5,172.85	11,207.85	134,494.25
		STEP B	66.2571	5,300.56	11,484.56	137,814.76
		STEP C	67.8933	5,431.46	11,768.17	141,218.06
		STEP D	69.5700	5,565.60	12,058.80	144,705.60
		STEP E	71.2881	5,703.04	12,356.60	148,279.24
		STEP F	73.0487	5,843.89	12,661.77	151,941.29
		STEP G	74.8527	5,988.21	12,974.46	155,693.61
		STEP H	76.7012	6,136.09	13,294.87	159,538.49
		STEP I	78.5955	6,287.64	13,623.22	163,478.64
		STEP J	80.5364	6,442.91	13,959.64	167,515.71
		STEP K	82.5254	6,602.03	14,304.40	171,652.83
		STEP L	84.5634	6,765.07	14,657.65	175,891.87
		STEP M	86.6518	6,932.14	15,019.64	180,235.74
B737	ECONOMIC DEVELOPMENT MANAGER					
		STEP A	43.4443	3,475.54	7,530.34	90,364.14
		STEP B	44.5172	3,561.37	7,716.31	92,595.77
		STEP C	45.6166	3,649.32	7,906.87	94,882.52
		STEP D	46.7432	3,739.45	8,102.15	97,225.85
		STEP E	47.8976	3,831.80	8,302.25	99,627.00
		STEP F	49.0804	3,926.43	8,507.26	102,087.23
		STEP G	50.2925	4,023.40	8,717.36	104,608.40
		STEP H	51.5345	4,122.76	8,932.64	107,191.76
		STEP I	52.8072	4,224.57	9,153.24	109,838.97
		STEP J	54.1114	4,328.91	9,379.30	112,551.71
		STEP K	55.4477	4,435.81	9,610.93	115,331.21
		STEP L	56.8170	4,545.36	9,848.28	118,179.36
		STEP M	58.2202	4,657.61	10,091.50	121,098.01
B738	ELECTRIC BUSINESS ANALYST I					
		STEP A	39.3071	3,144.56	6,813.23	81,758.76
		STEP B	40.2773	3,222.18	6,981.39	83,776.78
		STEP C	41.2720	3,301.76	7,153.81	85,845.76
		STEP D	42.2913	3,383.30	7,330.49	87,965.90
		STEP E	43.3357	3,466.85	7,511.52	90,138.25
		STEP F	44.4059	3,552.47	7,697.02	92,364.27
		STEP G	45.5026	3,640.20	7,887.11	94,645.40
		STEP H	46.6263	3,730.10	8,081.89	96,982.70
		STEP I	47.7778	3,822.22	8,281.48	99,377.82
		STEP J	48.9577	3,916.61	8,486.00	101,832.01
		STEP K	50.1668	4,013.34	8,695.57	104,346.94
		STEP L	51.4057	4,112.45	8,910.32	106,923.85
		STEP M	52.6752	4,214.01	9,130.36	109,564.41

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B739	ELECTRIC BUSINESS ANALYST II					
		STEP A	43.2416	3,459.32	7,495.21	89,942.52
		STEP B	44.3091	3,544.72	7,680.24	92,162.92
		STEP C	45.4034	3,632.27	7,869.92	94,439.07
		STEP D	46.5246	3,721.96	8,064.26	96,771.16
		STEP E	47.6736	3,813.88	8,263.42	99,161.08
		STEP F	48.8510	3,908.08	8,467.50	101,610.08
		STEP G	50.0574	4,004.59	8,676.61	104,119.39
		STEP H	51.2936	4,103.48	8,890.89	106,690.68
		STEP I	52.5604	4,204.83	9,110.46	109,325.63
		STEP J	53.8584	4,308.67	9,335.45	112,025.47
		STEP K	55.1885	4,415.08	9,566.00	114,792.08
		STEP L	56.5514	4,524.11	9,802.24	117,626.91
		STEP M	57.9480	4,635.84	10,044.32	120,531.84
B740	ELECTRIC COMPLIANCE ANALYST					
		STEP A	45.0209	3,601.67	7,803.62	93,643.47
		STEP B	46.1322	3,690.57	7,996.24	95,954.97
		STEP C	47.2715	3,781.72	8,193.72	98,324.72
		STEP D	48.4389	3,875.11	8,396.07	100,752.91
		STEP E	49.6352	3,970.81	8,603.43	103,241.21
		STEP F	50.8610	4,068.88	8,815.90	105,790.88
		STEP G	52.1170	4,169.36	9,033.61	108,403.36
		STEP H	53.4041	4,272.32	9,256.71	111,080.52
		STEP I	54.7230	4,377.84	9,485.32	113,823.84
		STEP J	56.0744	4,485.95	9,719.56	116,634.75
		STEP K	57.4592	4,596.73	9,959.59	119,515.13
		STEP L	58.8782	4,710.25	10,205.55	122,466.65
		STEP M	60.3323	4,826.58	10,457.59	125,491.18
B741	ELECTRIC ENGINEERING TECH SUPV					
		STEP A	47.8512	3,828.09	8,294.20	99,530.49
		STEP B	49.0323	3,922.58	8,498.93	101,987.18
		STEP C	50.2432	4,019.45	8,708.82	104,505.85
		STEP D	51.4840	4,118.72	8,923.89	107,086.72
		STEP E	52.7555	4,220.44	9,144.28	109,731.44
		STEP F	54.0583	4,324.66	9,370.10	112,441.26
		STEP G	55.3934	4,431.47	9,601.52	115,218.27
		STEP H	56.7614	4,540.91	9,838.64	118,063.71
		STEP I	58.1631	4,653.04	10,081.60	120,979.24
		STEP J	59.5995	4,767.96	10,330.58	123,966.96
		STEP K	61.0714	4,885.71	10,585.70	127,028.51
		STEP L	62.5796	5,006.36	10,847.13	130,165.56
		STEP M	64.1251	5,130.00	11,115.01	133,380.20

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B742	ELECTRIC LINE CONST SUPERVISOR					
		STEP A	61.4415	4,915.32	10,649.86	127,798.32
		STEP B	62.9581	5,036.64	10,912.73	130,952.84
		STEP C	64.5129	5,161.03	11,182.23	134,186.83
		STEP D	66.1061	5,288.48	11,458.39	137,500.68
		STEP E	67.7387	5,419.09	11,741.37	140,896.49
		STEP F	69.4116	5,552.92	12,031.34	144,376.12
		STEP G	71.1258	5,690.06	12,328.47	147,941.66
		STEP H	72.8823	5,830.58	12,632.93	151,595.18
		STEP I	74.6822	5,974.57	12,944.91	155,338.97
		STEP J	76.5265	6,122.12	13,264.59	159,175.12
		STEP K	78.4164	6,273.31	13,592.17	163,106.11
		STEP L	80.3530	6,428.24	13,927.85	167,134.24
		STEP M	82.3374	6,586.99	14,271.81	171,261.79
B743	ELECTRIC OPERATIONS MANAGER					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	69.2528	5,540.22	12,003.81	144,045.82
		STEP C	70.9631	5,677.04	12,300.27	147,603.24
		STEP D	72.7156	5,817.24	12,604.03	151,248.44
		STEP E	74.5114	5,960.91	12,915.30	154,983.71
		STEP F	76.3515	6,108.12	13,234.26	158,811.12
		STEP G	78.2371	6,258.96	13,561.09	162,733.16
		STEP H	80.1692	6,413.53	13,895.99	166,751.93
		STEP I	82.1491	6,571.92	14,239.17	170,870.12
		STEP J	84.1778	6,734.22	14,590.81	175,089.82
		STEP K	86.2567	6,900.53	14,951.16	179,413.93
		STEP L	88.3869	7,070.95	15,320.39	183,844.75
		STEP M	90.5697	7,245.57	15,698.74	188,384.97
B744	ELECTRIC RATES & FINANCL ADMIN					
		STEP A	58.3337	4,666.69	10,111.17	121,334.09
		STEP B	59.7736	4,781.88	10,360.75	124,329.08
		STEP C	61.2497	4,899.97	10,616.61	127,399.37
		STEP D	62.7623	5,020.98	10,878.79	130,545.58
		STEP E	64.3123	5,144.98	11,147.46	133,769.58
		STEP F	65.9006	5,272.04	11,422.77	137,073.24
		STEP G	67.5281	5,402.24	11,704.87	140,458.44
		STEP H	69.1957	5,535.65	11,993.92	143,927.05
		STEP I	70.9046	5,672.36	12,290.13	147,481.56
		STEP J	72.6557	5,812.45	12,593.65	151,123.85
		STEP K	74.4500	5,956.00	12,904.66	154,856.00
		STEP L	76.2886	6,103.08	13,223.35	158,680.28
		STEP M	78.1726	6,253.80	13,549.91	162,599.00

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B745	ELECTRIC REGU COMPLNCE ADMNSTR					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	69.2528	5,540.22	12,003.81	144,045.82
		STEP C	70.9631	5,677.04	12,300.27	147,603.24
		STEP D	72.7156	5,817.24	12,604.03	151,248.44
		STEP E	74.5114	5,960.91	12,915.30	154,983.71
		STEP F	76.3515	6,108.12	13,234.26	158,811.12
		STEP G	78.2371	6,258.96	13,561.09	162,733.16
		STEP H	80.1692	6,413.53	13,895.99	166,751.93
		STEP I	82.1491	6,571.92	14,239.17	170,870.12
		STEP J	84.1778	6,734.22	14,590.81	175,089.82
		STEP K	85.2567	6,820.53	14,777.82	177,333.93
		STEP L	88.3869	7,070.95	15,320.39	183,844.75
		STEP M	90.5697	7,245.57	15,698.74	188,384.97
B746	ELECTRIC RESOURCES ANALYST I					
		STEP A	47.9688	3,837.50	8,314.59	99,775.10
		STEP B	49.1529	3,932.23	8,519.83	102,238.03
		STEP C	50.3668	4,029.34	8,730.24	104,762.94
		STEP D	51.6107	4,128.85	8,945.85	107,350.25
		STEP E	52.8852	4,230.81	9,166.76	110,001.21
		STEP F	54.1913	4,335.30	9,393.15	112,717.90
		STEP G	55.5296	4,442.36	9,625.13	115,501.56
		STEP H	56.9010	4,552.08	9,862.84	118,354.08
		STEP I	58.3062	4,664.49	10,106.40	121,276.89
		STEP J	59.7461	4,779.68	10,355.99	124,271.88
		STEP K	61.2216	4,897.72	10,611.74	127,340.92
		STEP L	62.7335	5,018.68	10,873.80	130,485.68
		STEP M	64.2828	5,142.62	11,142.35	133,708.22
B747	ELECTRIC RESOURCES ANALYST II					
		STEP A	52.7703	4,221.62	9,146.85	109,762.22
		STEP B	54.0729	4,325.83	9,372.63	112,471.63
		STEP C	55.4083	4,432.66	9,604.10	115,249.26
		STEP D	56.7766	4,542.12	9,841.27	118,095.32
		STEP E	58.1788	4,654.30	10,084.32	121,011.90
		STEP F	59.6156	4,769.24	10,333.37	124,000.44
		STEP G	61.0878	4,887.02	10,588.55	127,062.62
		STEP H	62.5965	5,007.72	10,850.06	130,200.72
		STEP I	64.1424	5,131.39	11,118.01	133,416.19
		STEP J	65.7264	5,258.11	11,392.57	136,710.91
		STEP K	67.3496	5,387.96	11,673.93	140,087.16
		STEP L	69.0129	5,521.03	11,962.23	143,546.83
		STEP M	70.7172	5,657.37	12,257.64	147,091.77

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B748	ELECTRIC RETAIL SERVICES SUPV					
		STEP A	54.7676	4,381.40	9,493.05	113,916.60
		STEP B	56.1194	4,489.55	9,727.36	116,728.35
		STEP C	57.5054	4,600.43	9,967.60	119,611.23
		STEP D	58.9255	4,714.04	10,213.75	122,565.04
		STEP E	60.3807	4,830.45	10,465.98	125,591.85
		STEP F	61.8719	4,949.75	10,724.46	128,693.55
		STEP G	63.3999	5,071.99	10,989.31	131,871.79
		STEP H	64.9656	5,197.24	11,260.70	135,128.44
		STEP I	66.5700	5,325.60	11,538.80	138,465.60
		STEP J	68.2140	5,457.12	11,823.76	141,885.12
		STEP K	69.8986	5,591.88	12,115.75	145,389.08
		STEP L	71.6249	5,729.99	12,414.98	148,979.79
		STEP M	73.3937	5,871.49	12,721.57	152,658.89
B749	ELECTRIC RISK MGMT ADMINSTR					
		STEP A	64.1688	5,133.50	11,122.59	133,471.10
		STEP B	65.7529	5,260.23	11,397.16	136,766.03
		STEP C	67.3767	5,390.13	11,678.62	140,143.53
		STEP D	69.0406	5,523.24	11,967.03	143,604.44
		STEP E	70.7457	5,659.65	12,262.58	147,151.05
		STEP F	72.4928	5,799.42	12,565.41	150,785.02
		STEP G	74.2831	5,942.64	12,875.73	154,508.84
		STEP H	76.1176	6,089.40	13,193.71	158,324.60
		STEP I	77.9974	6,239.79	13,519.54	162,234.59
		STEP J	79.9236	6,393.88	13,853.42	166,241.08
		STEP K	81.8974	6,551.79	14,195.54	170,346.59
		STEP L	83.9199	6,713.59	14,546.11	174,553.39
		STEP M	85.9924	6,879.39	14,905.34	178,864.19
B750	ELECTRIC SAFETY COORDINATOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B751	ELECTRIC SUBSTATION SUPERVISOR					
		STEP A	61.4415	4,915.32	10,649.86	127,798.32
		STEP B	62.9581	5,036.64	10,912.73	130,952.84
		STEP C	64.5129	5,161.03	11,182.23	134,186.83
		STEP D	66.1061	5,288.48	11,458.39	137,500.68
		STEP E	67.7387	5,419.09	11,741.37	140,896.49
		STEP F	69.4116	5,552.92	12,031.34	144,376.12
		STEP G	71.1258	5,690.06	12,328.47	147,941.66
		STEP H	72.8823	5,830.58	12,632.93	151,595.18
		STEP I	74.6822	5,974.57	12,944.91	155,338.97
		STEP J	76.5265	6,122.12	13,264.59	159,175.12
		STEP K	78.4164	6,273.31	13,592.17	163,106.11
		STEP L	80.3530	6,428.24	13,927.85	167,134.24
		STEP M	82.3374	6,586.99	14,271.81	171,261.79
B752	ELECTRIC TECHNOLOGY SYST SUPV					
		STEP A	50.0104	4,000.83	8,668.46	104,021.63
		STEP B	51.2449	4,099.59	8,882.44	106,589.39
		STEP C	52.5104	4,200.83	9,101.80	109,221.63
		STEP D	53.8072	4,304.57	9,326.58	111,918.97
		STEP E	55.1361	4,410.88	9,556.92	114,683.08
		STEP F	56.4977	4,519.81	9,792.93	117,515.21
		STEP G	57.8930	4,631.44	10,034.78	120,417.44
		STEP H	59.3227	4,745.81	10,282.60	123,391.21
		STEP I	60.7877	4,863.01	10,536.53	126,438.41
		STEP J	62.2889	4,983.11	10,796.74	129,560.91
		STEP K	63.8272	5,106.17	11,063.38	132,760.57
		STEP L	65.4035	5,232.28	11,336.60	136,039.28
		STEP M	67.0187	5,361.49	11,616.57	139,398.89
B753	ELECTRIC UTILITY DIRECTOR					
		STEP A	83.4769	6,678.15	14,469.32	173,631.95
		STEP B	85.5374	6,842.99	14,826.48	177,917.79
		STEP C	87.6499	7,011.99	15,192.64	182,311.79
		STEP D	89.8145	7,185.16	15,567.84	186,814.16
		STEP E	92.0325	7,362.60	15,952.30	191,427.60
		STEP F	94.3053	7,544.42	16,346.25	196,155.02
		STEP G	96.6343	7,730.74	16,749.94	200,999.34
		STEP H	99.0208	7,921.66	17,163.60	205,963.26
		STEP I	101.4662	8,117.29	17,587.47	211,049.69
		STEP J	103.9720	8,317.76	18,021.81	216,261.76
		STEP K	106.5397	8,523.17	18,466.88	221,602.57
		STEP L	109.1708	8,733.66	18,922.93	227,075.26
		STEP M	111.8669	8,949.35	19,390.26	232,683.15

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B754	ELECTRONIC MAINT COORDINATOR					
		STEP A	35.2965	2,823.72	6,118.06	73,416.72
		STEP B	36.1682	2,893.45	6,269.15	75,229.85
		STEP C	37.0614	2,964.91	6,423.97	77,087.71
		STEP D	37.9766	3,038.12	6,582.61	78,991.32
		STEP E	38.9145	3,113.16	6,745.18	80,942.16
		STEP F	39.8755	3,190.04	6,911.75	82,941.04
		STEP G	40.8603	3,268.82	7,082.45	84,989.42
		STEP H	41.8694	3,349.55	7,257.36	87,088.35
		STEP I	42.9034	3,432.27	7,436.58	89,239.07
		STEP J	43.9629	3,517.03	7,620.23	91,442.83
		STEP K	45.0486	3,603.88	7,808.42	93,701.08
		STEP L	46.1612	3,692.89	8,001.27	96,015.29
		STEP M	47.3012	3,784.09	8,198.87	98,386.49
B755	EMS QUAL ASSURANCE COORDINATOR					
		STEP A	45.1917	3,615.33	7,833.22	93,998.73
		STEP B	46.3073	3,704.58	8,026.59	96,319.18
		STEP C	47.4509	3,796.07	8,224.82	98,697.87
		STEP D	48.6228	3,889.82	8,427.95	101,135.42
		STEP E	49.8236	3,985.88	8,636.09	103,633.08
		STEP F	51.0540	4,084.32	8,849.36	106,192.32
		STEP G	52.3148	4,185.18	9,067.89	108,814.78
		STEP H	53.6068	4,288.54	9,291.84	111,502.14
		STEP I	54.9307	4,394.45	9,521.32	114,255.85
		STEP J	56.2873	4,502.98	9,756.46	117,077.58
		STEP K	57.6773	4,614.18	9,997.39	119,968.78
		STEP L	59.1017	4,728.13	10,244.29	122,931.53
		STEP M	60.5613	4,844.90	10,497.29	125,967.50
B939	ENERGY SERVICES ACCOUNT REP I					
		STEP A	39.3599	3,148.79	6,822.38	81,868.59
		STEP B	40.3314	3,226.51	6,990.77	83,889.31
		STEP C	41.3274	3,306.19	7,163.41	85,960.99
		STEP D	42.3480	3,387.84	7,340.32	88,083.84
		STEP E	43.3939	3,471.51	7,521.60	90,259.31
		STEP F	44.4655	3,557.24	7,707.35	92,488.24
		STEP G	45.5636	3,645.08	7,897.69	94,772.28
		STEP H	46.6889	3,735.11	8,092.74	97,112.91
		STEP I	47.8419	3,827.35	8,292.59	99,511.15
		STEP J	49.0234	3,921.87	8,497.38	101,968.67
		STEP K	50.2341	4,018.72	8,707.24	104,486.92
		STEP L	51.4747	4,117.97	8,922.28	107,067.37
		STEP M	52.7459	4,219.67	9,142.62	109,711.47

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B756	ENERGY SERVICES ACCOUNT REP II					
		STEP A	43.2959	3,463.67	7,504.62	90,055.47
		STEP B	44.3646	3,549.16	7,689.86	92,278.36
		STEP C	45.4602	3,636.81	7,879.76	94,557.21
		STEP D	46.5829	3,726.63	8,074.36	96,892.43
		STEP E	47.7333	3,818.66	8,273.77	99,285.26
		STEP F	48.9122	3,912.97	8,478.11	101,737.37
		STEP G	50.1201	4,009.60	8,687.48	104,249.80
		STEP H	51.3579	4,108.63	8,902.03	106,824.43
		STEP I	52.6262	4,210.09	9,121.87	109,462.49
		STEP J	53.9259	4,314.07	9,347.15	112,165.87
		STEP K	55.2576	4,420.60	9,577.98	114,935.80
		STEP L	56.6223	4,529.78	9,814.53	117,774.38
		STEP M	58.0206	4,641.64	10,056.90	120,682.84
B757	ENGINEERING MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	57.8958	4,631.66	10,035.27	120,423.26
		STEP C	59.3256	4,746.04	10,283.10	123,397.24
		STEP D	60.7907	4,863.25	10,537.05	126,444.65
		STEP E	62.2920	4,983.36	10,797.28	129,567.36
		STEP F	63.8304	5,106.43	11,063.93	132,767.23
		STEP G	65.4068	5,232.54	11,337.17	136,046.14
		STEP H	67.0220	5,361.76	11,617.14	139,405.76
		STEP I	68.6772	5,494.17	11,904.04	142,848.57
		STEP J	70.3733	5,629.86	12,198.03	146,376.46
		STEP K	72.1112	5,768.89	12,499.27	149,991.29
		STEP L	73.8921	5,911.36	12,807.96	153,695.56
		STEP M	75.7169	6,057.35	13,124.26	157,491.15
B758	ENVIRONMENTAL COORDINATOR					
		STEP A	42.0752	3,366.01	7,293.03	87,516.41
		STEP B	43.1139	3,449.11	7,473.07	89,676.91
		STEP C	44.1786	3,534.28	7,657.62	91,891.48
		STEP D	45.2697	3,621.57	7,846.74	94,160.97
		STEP E	46.3877	3,711.01	8,040.53	96,486.41
		STEP F	47.5333	3,802.66	8,239.10	98,869.26
		STEP G	48.7071	3,896.56	8,442.56	101,310.76
		STEP H	49.9100	3,992.80	8,651.06	103,812.80
		STEP I	51.1426	4,091.40	8,864.71	106,376.60
		STEP J	52.4056	4,192.44	9,083.63	109,003.64
		STEP K	53.6998	4,295.98	9,307.96	111,695.58
		STEP L	55.0260	4,402.08	9,537.84	114,454.08
		STEP M	56.3849	4,510.79	9,773.38	117,280.59

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B761	ENVIRONMENTAL UTIL COMPL ADMIN					
		STEP A	42.0733	3,365.86	7,292.70	87,512.46
		STEP B	43.1117	3,448.93	7,472.69	89,672.33
		STEP C	44.1764	3,534.11	7,657.24	91,886.91
		STEP D	45.2674	3,621.39	7,846.34	94,156.19
		STEP E	46.3853	3,710.82	8,040.11	96,481.42
		STEP F	47.5308	3,802.46	8,238.67	98,864.06
		STEP G	48.7046	3,896.36	8,442.13	101,305.56
		STEP H	49.9074	3,992.59	8,650.61	103,807.39
		STEP I	51.1400	4,091.20	8,864.26	106,371.20
		STEP J	52.4029	4,192.23	9,083.16	108,998.03
		STEP K	53.6970	4,295.76	9,307.48	111,689.76
		STEP L	55.0231	4,401.84	9,537.33	114,448.04
		STEP M	56.3820	4,510.56	9,772.88	117,274.56
B759	ENVIRONMENTAL UTIL DIRECTOR					
		STEP A	74.5054	5,960.43	12,914.26	154,971.23
		STEP B	76.3445	6,107.56	13,233.04	158,796.56
		STEP C	78.2299	6,258.39	13,559.84	162,718.19
		STEP D	80.1619	6,412.95	13,894.72	166,736.75
		STEP E	82.1416	6,571.32	14,237.87	170,854.52
		STEP F	84.1701	6,733.60	14,589.48	175,073.80
		STEP G	86.2488	6,899.90	14,949.79	179,397.50
		STEP H	88.3788	7,070.30	15,318.99	183,827.90
		STEP I	90.5614	7,244.91	15,697.30	188,367.71
		STEP J	92.7979	7,423.83	16,084.96	193,019.63
		STEP K	95.0896	7,607.16	16,482.19	197,786.36
		STEP L	97.4380	7,795.04	16,889.25	202,671.04
		STEP M	99.8443	7,987.54	17,306.34	207,676.14
B760	EQUIPMENT MAINT SUPERVISOR					
		STEP A	31.4681	2,517.44	5,454.47	65,453.64
		STEP B	32.2449	2,579.59	5,589.11	67,069.39
		STEP C	33.0412	2,643.29	5,727.14	68,725.69
		STEP D	33.8572	2,708.57	5,868.58	70,422.97
		STEP E	34.6934	2,775.47	6,013.52	72,162.27
		STEP F	35.5501	2,844.00	6,162.01	73,944.20
		STEP G	36.4281	2,914.24	6,314.20	75,770.44
		STEP H	37.3277	2,986.21	6,470.13	77,641.61
		STEP I	38.2496	3,059.96	6,629.93	79,559.16
		STEP J	39.1942	3,135.53	6,793.66	81,523.93
		STEP K	40.1621	3,212.96	6,961.43	83,537.16
		STEP L	41.1540	3,292.32	7,133.36	85,600.32
		STEP M	42.1703	3,373.62	7,309.51	87,714.22

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B851	ERP MANAGER					
		STEP A	48.3018	3,864.14	8,372.31	100,467.74
		STEP B	49.4942	3,959.53	8,578.99	102,947.93
		STEP C	50.7165	4,057.32	8,790.86	105,490.32
		STEP D	51.9690	4,157.52	9,007.96	108,095.52
		STEP E	53.2524	4,260.19	9,230.41	110,764.99
		STEP F	54.5675	4,365.40	9,458.36	113,500.40
		STEP G	55.9151	4,473.20	9,691.95	116,303.40
		STEP H	57.2960	4,583.68	9,931.30	119,175.68
		STEP I	58.7110	4,696.88	10,176.57	122,118.88
		STEP J	60.1609	4,812.87	10,427.88	125,134.67
		STEP K	61.6467	4,931.73	10,685.42	128,225.13
		STEP L	63.1691	5,053.52	10,949.31	131,391.72
		STEP M	64.7291	5,178.32	11,219.71	134,636.52
B847	EU BUSINESS SVCS ADMINISTRATOR					
		STEP A	42.9160	3,433.28	7,438.77	89,265.28
		STEP B	43.9753	3,518.02	7,622.38	91,468.62
		STEP C	45.0614	3,604.91	7,810.64	93,727.71
		STEP D	46.1742	3,693.93	8,003.52	96,042.33
		STEP E	47.3145	3,785.16	8,201.18	98,414.16
		STEP F	48.4830	3,878.64	8,403.72	100,844.64
		STEP G	49.6803	3,974.42	8,611.25	103,335.02
		STEP H	50.9072	4,072.57	8,823.91	105,886.97
		STEP I	52.1644	4,173.15	9,041.82	108,501.95
		STEP J	53.4527	4,276.21	9,265.13	111,181.61
		STEP K	54.7728	4,381.82	9,493.95	113,927.42
		STEP L	56.1254	4,490.03	9,728.40	116,740.83
		STEP M	57.5115	4,600.92	9,968.66	119,623.92
B848	EU RATE ANALYST I					
		STEP A	34.4334	2,754.67	5,968.45	71,621.47
		STEP B	35.2833	2,822.66	6,115.77	73,389.26
		STEP C	36.1547	2,892.37	6,266.81	75,201.77
		STEP D	37.0476	2,963.80	6,421.58	77,059.00
		STEP E	37.9625	3,037.00	6,580.16	78,962.00
		STEP F	38.9000	3,112.00	6,742.66	80,912.00
		STEP G	39.8607	3,188.85	6,909.18	82,910.25
		STEP H	40.8451	3,267.60	7,079.81	84,957.80
		STEP I	41.8538	3,348.30	7,254.65	87,055.90
		STEP J	42.8874	3,430.99	7,433.81	89,205.79
		STEP K	43.9466	3,515.72	7,617.41	91,408.92
		STEP L	45.0319	3,602.55	7,805.52	93,666.35
		STEP M	46.1440	3,691.52	7,998.29	95,979.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B849	EU RATE ANALYST II					
		STEP A	37.3182	2,985.45	6,468.48	77,621.85
		STEP B	38.2394	3,059.15	6,628.16	79,537.95
		STEP C	39.1838	3,134.70	6,791.85	81,502.30
		STEP D	40.1515	3,212.12	6,959.59	83,515.12
		STEP E	41.1431	3,291.44	7,131.47	85,577.64
		STEP F	42.1591	3,372.72	7,307.57	87,690.92
		STEP G	43.2003	3,456.02	7,488.05	89,856.62
		STEP H	44.2672	3,541.37	7,672.98	92,075.77
		STEP I	45.3604	3,628.83	7,862.46	94,349.63
		STEP J	46.4806	3,718.44	8,056.63	96,679.64
		STEP K	47.6285	3,810.28	8,255.60	99,067.28
		STEP L	48.8047	3,904.37	8,459.48	101,513.77
		STEP M	50.0100	4,000.80	8,668.40	104,020.80
B762	FACILITIES MANAGER					
		STEP A	40.5824	3,246.59	7,034.28	84,411.39
		STEP B	41.5839	3,326.71	7,207.87	86,494.51
		STEP C	42.6109	3,408.87	7,385.88	88,630.67
		STEP D	43.6632	3,493.05	7,568.28	90,819.45
		STEP E	44.7415	3,579.32	7,755.19	93,062.32
		STEP F	45.8465	3,667.72	7,946.72	95,360.72
		STEP G	46.9787	3,758.29	8,142.97	97,715.69
		STEP H	48.1389	3,851.11	8,344.07	100,128.91
		STEP I	49.3277	3,946.21	8,550.13	102,601.61
		STEP J	50.5459	4,043.67	8,761.28	105,135.47
		STEP K	51.7942	4,143.53	8,977.66	107,731.93
		STEP L	53.0733	4,245.86	9,199.37	110,392.46
		STEP M	54.3840	4,350.72	9,426.56	113,118.72
B763	FINANCE DIRECTOR					
		STEP A	67.0881	5,367.04	11,628.60	139,543.24
		STEP B	68.7443	5,499.54	11,915.67	142,988.14
		STEP C	70.4421	5,635.36	12,209.96	146,519.56
		STEP D	72.1817	5,774.53	12,511.49	150,137.93
		STEP E	73.9643	5,917.14	12,820.47	153,845.74
		STEP F	75.7909	6,063.27	13,137.08	157,645.07
		STEP G	77.6626	6,213.00	13,461.51	161,538.20
		STEP H	79.5806	6,366.44	13,793.97	165,527.64
		STEP I	81.5459	6,523.67	14,134.62	169,615.47
		STEP J	83.5598	6,684.78	14,483.69	173,804.38
		STEP K	85.6234	6,849.87	14,841.38	178,096.67
		STEP L	87.7379	7,019.03	15,207.90	182,494.83
		STEP M	89.9047	7,192.37	15,583.48	187,001.77

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B764	FINANCE MANAGER					
		STEP A	43.9697	3,517.57	7,621.41	91,456.97
		STEP B	45.0552	3,604.41	7,809.56	93,714.81
		STEP C	46.1679	3,693.43	8,002.43	96,029.23
		STEP D	47.3081	3,784.64	8,200.07	98,400.84
		STEP E	48.4764	3,878.11	8,402.57	100,830.91
		STEP F	49.6736	3,973.88	8,610.09	103,321.08
		STEP G	50.9003	4,072.02	8,822.71	105,872.62
		STEP H	52.1574	4,172.59	9,040.61	108,487.39
		STEP I	53.4454	4,275.63	9,263.86	111,166.43
		STEP J	54.7653	4,381.22	9,492.65	113,911.82
		STEP K	56.1178	4,489.42	9,727.08	116,725.02
		STEP L	57.5037	4,600.29	9,967.30	119,607.69
		STEP M	58.9238	4,713.90	10,213.45	122,561.50
B765	FINANCE SUPERVISOR					
		STEP A	36.3377	2,907.01	6,298.53	75,582.41
		STEP B	37.2345	2,978.76	6,453.98	77,447.76
		STEP C	38.1540	3,052.32	6,613.36	79,360.32
		STEP D	39.0963	3,127.70	6,776.69	81,320.30
		STEP E	40.0618	3,204.94	6,944.04	83,328.54
		STEP F	41.0511	3,284.08	7,115.52	85,386.28
		STEP G	42.0649	3,365.19	7,291.24	87,494.99
		STEP H	43.1038	3,448.30	7,471.32	89,655.90
		STEP I	44.1683	3,533.46	7,655.83	91,870.06
		STEP J	45.2591	3,620.72	7,844.91	94,138.92
		STEP K	46.3768	3,710.14	8,038.64	96,463.74
		STEP L	47.5221	3,801.76	8,237.16	98,845.96
		STEP M	48.6957	3,895.65	8,440.58	101,287.05
B766	FIRE BATALLION CHIEF (8HR)					
		STEP A	51.1945	4,095.56	8,873.71	106,484.56
		STEP B	51.8769	4,150.15	8,992.00	107,903.95
		STEP C	53.1581	4,252.64	9,214.07	110,568.84
		STEP D	54.4709	4,357.67	9,441.62	113,299.47
		STEP E	55.8161	4,465.28	9,674.79	116,097.48
		STEP F	57.1945	4,575.56	9,913.71	118,964.56
		STEP G	58.6070	4,688.56	10,158.54	121,902.56
		STEP H	60.0544	4,804.35	10,409.42	124,913.15
		STEP I	61.5375	4,923.00	10,666.50	127,998.00
		STEP J	63.0572	5,044.57	10,929.91	131,158.97
		STEP K	64.6145	5,169.16	11,199.84	134,398.16
		STEP L	66.2102	5,296.81	11,476.43	137,717.21
		STEP M	67.8453	5,427.62	11,759.85	141,118.22

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B767	FIRE BATTALION CHIEF (24HR)					
		STEP A	36.1622	4,050.16	8,775.36	105,304.32
		STEP B	37.0549	4,150.14	8,991.98	107,903.86
		STEP C	37.9700	4,252.64	9,214.05	110,568.64
		STEP D	38.9077	4,357.66	9,441.60	113,299.22
		STEP E	39.8686	4,465.28	9,674.78	116,097.36
		STEP F	40.8532	4,575.55	9,913.70	118,964.51
		STEP G	41.8621	4,688.55	10,158.53	121,902.43
		STEP H	42.8959	4,804.34	10,409.40	124,912.86
		STEP I	43.9553	4,922.99	10,666.48	127,997.83
		STEP J	45.0408	5,044.56	10,929.90	131,158.80
		STEP K	46.1532	5,169.15	11,199.84	134,398.11
		STEP L	47.2930	5,296.81	11,476.43	137,717.21
		STEP M	48.4609	5,427.62	11,759.84	141,118.14
B768	FIRE CHIEF					
		STEP A	72.7667	5,821.33	12,612.89	151,354.73
		STEP B	74.5628	5,965.02	12,924.21	155,090.62
		STEP C	76.4042	6,112.33	13,243.39	158,920.73
		STEP D	78.2911	6,263.28	13,570.45	162,845.48
		STEP E	80.2246	6,417.96	13,905.59	166,867.16
		STEP F	82.2058	6,576.46	14,249.00	170,988.06
		STEP G	84.2360	6,738.88	14,600.90	175,210.88
		STEP H	86.3163	6,905.30	14,961.49	179,537.90
		STEP I	88.4479	7,075.83	15,330.96	183,971.63
		STEP J	90.6322	7,250.57	15,709.58	188,514.97
		STEP K	92.8705	7,429.64	16,097.55	193,170.64
		STEP L	95.1640	7,613.12	16,495.09	197,941.12
		STEP M	97.5142	7,801.13	16,902.46	202,829.53
B769	FIRE DIVISION CHIEF					
		STEP A	55.6902	4,455.21	9,652.96	115,835.61
		STEP B	57.0648	4,565.18	9,891.23	118,694.78
		STEP C	58.4741	4,677.92	10,135.51	121,626.12
		STEP D	59.9182	4,793.45	10,385.82	124,629.85
		STEP E	61.3979	4,911.83	10,642.30	127,707.63
		STEP F	62.9142	5,033.13	10,905.12	130,861.53
		STEP G	64.4679	5,157.43	11,174.43	134,093.23
		STEP H	66.0600	5,284.80	11,450.40	137,404.80
		STEP I	67.6915	5,415.32	11,733.19	140,798.32
		STEP J	69.3632	5,549.05	12,022.95	144,275.45
		STEP K	71.0762	5,686.09	12,319.87	147,838.49
		STEP L	72.8315	5,826.52	12,624.12	151,489.52
		STEP M	74.6301	5,970.40	12,935.88	155,230.60

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B770	FLEET MANAGER					
		STEP A	40.5824	3,246.59	7,034.28	84,411.39
		STEP B	41.5839	3,326.71	7,207.87	86,494.51
		STEP C	42.6109	3,408.87	7,385.88	88,630.67
		STEP D	43.6632	3,493.05	7,568.28	90,819.45
		STEP E	44.7415	3,579.32	7,755.19	93,062.32
		STEP F	45.8465	3,667.72	7,946.72	95,360.72
		STEP G	46.9787	3,758.29	8,142.97	97,715.69
		STEP H	48.1389	3,851.11	8,344.07	100,128.91
		STEP I	49.3277	3,946.21	8,550.13	102,601.61
		STEP J	50.5459	4,043.67	8,761.28	105,135.47
		STEP K	51.7942	4,143.53	8,977.66	107,731.93
		STEP L	53.0733	4,245.86	9,199.37	110,392.46
		STEP M	54.3840	4,350.72	9,426.56	113,118.72
B771	GOVERNMENT RELATIONS ADMINISTR					
		STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	44.9880	3,599.04	7,797.92	93,575.04
		STEP C	46.0990	3,687.92	7,990.49	95,885.92
		STEP D	47.2374	3,778.99	8,187.81	98,253.79
		STEP E	48.4040	3,872.32	8,390.02	100,680.32
		STEP F	49.5994	3,967.95	8,597.22	103,166.75
		STEP G	50.8243	4,065.94	8,809.54	105,714.54
		STEP H	52.0795	4,166.36	9,027.11	108,325.36
		STEP I	53.3656	4,269.24	9,250.03	111,000.44
		STEP J	54.6835	4,374.68	9,478.47	113,741.68
		STEP K	56.0340	4,482.72	9,712.56	116,550.72
		STEP L	57.4178	4,593.42	9,952.41	119,429.02
		STEP M	58.8358	4,706.86	10,198.20	122,378.46
B844	HOUSING MANAGER					
		STEP A	43.4443	3,475.54	7,530.34	90,364.14
		STEP B	44.5172	3,561.37	7,716.31	92,595.77
		STEP C	45.6166	3,649.32	7,906.87	94,882.52
		STEP D	46.7432	3,739.45	8,102.15	97,225.85
		STEP E	47.8976	3,831.80	8,302.25	99,627.00
		STEP F	49.0804	3,926.43	8,507.26	102,087.23
		STEP G	50.2925	4,023.40	8,717.36	104,608.40
		STEP H	51.5345	4,122.76	8,932.64	107,191.76
		STEP I	52.8072	4,224.57	9,153.24	109,838.97
		STEP J	54.1114	4,328.91	9,379.30	112,551.71
		STEP K	55.4477	4,435.81	9,610.93	115,331.21
		STEP L	56.8170	4,545.36	9,848.28	118,179.36
		STEP M	58.2202	4,657.61	10,091.50	121,098.01

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B772	HOUSING SUPERVISOR					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B773	HUMAN RESOURCES ANALYST I					
		STEP A	32.2511	2,580.08	5,590.19	67,082.28
		STEP B	33.0472	2,643.77	5,728.18	68,738.17
		STEP C	33.8633	2,709.06	5,869.63	70,435.66
		STEP D	34.6996	2,775.96	6,014.59	72,175.16
		STEP E	35.5565	2,844.52	6,163.12	73,957.52
		STEP F	36.4346	2,914.76	6,315.33	75,783.96
		STEP G	37.3344	2,986.75	6,471.29	77,655.55
		STEP H	38.2564	3,060.51	6,631.10	79,573.31
		STEP I	39.2012	3,136.09	6,794.87	81,538.49
		STEP J	40.1693	3,213.54	6,962.67	83,552.14
		STEP K	41.1614	3,292.91	7,134.64	85,615.71
		STEP L	42.1779	3,374.23	7,310.83	87,730.03
		STEP M	43.2195	3,457.56	7,491.38	89,896.56
B774	HUMAN RESOURCES ANALYST II					
		STEP A	35.4797	2,838.37	6,149.81	73,797.77
		STEP B	36.3555	2,908.44	6,301.62	75,619.44
		STEP C	37.2534	2,980.27	6,457.25	77,487.07
		STEP D	38.1734	3,053.87	6,616.72	79,400.67
		STEP E	39.1161	3,129.28	6,780.12	81,361.48
		STEP F	40.0821	3,206.56	6,947.56	83,370.76
		STEP G	41.0720	3,285.76	7,119.14	85,429.76
		STEP H	42.0863	3,366.90	7,294.95	87,539.50
		STEP I	43.1256	3,450.04	7,475.10	89,701.24
		STEP J	44.1907	3,535.25	7,659.72	91,916.65
		STEP K	45.2820	3,622.56	7,848.88	94,186.56
		STEP L	46.4003	3,712.02	8,042.71	96,512.62
		STEP M	47.5462	3,803.69	8,241.34	98,896.09

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B775	HUMAN RESOURCES DIRECTOR					
		STEP A	61.0708	4,885.66	10,585.60	127,027.26
		STEP B	62.5784	5,006.27	10,846.92	130,163.07
		STEP C	64.1238	5,129.90	11,114.79	133,377.50
		STEP D	65.7074	5,256.59	11,389.28	136,671.39
		STEP E	67.3301	5,386.40	11,670.55	140,046.60
		STEP F	68.9929	5,519.43	11,958.76	143,505.23
		STEP G	70.6968	5,655.74	12,254.11	147,049.34
		STEP H	72.4427	5,795.41	12,556.73	150,680.81
		STEP I	74.2318	5,938.54	12,866.84	154,402.14
		STEP J	76.0650	6,085.20	13,184.60	158,215.20
		STEP K	77.9435	6,235.48	13,510.20	162,122.48
		STEP L	79.8684	6,389.47	13,843.85	166,126.27
		STEP M	81.8408	6,547.26	14,185.73	170,228.86
B776	HUMAN RESOURCES MANAGER					
		STEP A	41.6683	3,333.46	7,222.50	86,670.06
		STEP B	42.6971	3,415.76	7,400.83	88,809.96
		STEP C	43.7516	3,500.12	7,583.61	91,003.32
		STEP D	44.8320	3,586.56	7,770.88	93,250.56
		STEP E	45.9392	3,675.13	7,962.79	95,553.53
		STEP F	47.0737	3,765.89	8,159.44	97,913.29
		STEP G	48.2363	3,858.90	8,360.95	100,331.50
		STEP H	49.4275	3,954.20	8,567.43	102,809.20
		STEP I	50.6482	4,051.85	8,779.02	105,348.25
		STEP J	51.8990	4,151.92	8,995.82	107,949.92
		STEP K	53.1807	4,254.45	9,217.98	110,615.85
		STEP L	54.4940	4,359.52	9,445.62	113,347.52
		STEP M	55.8398	4,467.18	9,678.89	116,146.78
B777	INFO SECURITY ADMINISTRATOR					
		STEP A	42.8581	3,428.64	7,428.73	89,144.84
		STEP B	43.9160	3,513.28	7,612.10	91,345.28
		STEP C	45.0006	3,600.04	7,800.10	93,601.24
		STEP D	46.1119	3,688.95	7,992.72	95,912.75
		STEP E	47.2507	3,780.05	8,190.12	98,281.45
		STEP F	48.4176	3,873.40	8,392.38	100,708.60
		STEP G	49.6133	3,969.06	8,599.63	103,195.66
		STEP H	50.8385	4,067.08	8,812.00	105,744.08
		STEP I	52.0941	4,167.52	9,029.64	108,355.72
		STEP J	53.3806	4,270.44	9,252.63	111,031.64
		STEP K	54.6989	4,375.91	9,481.14	113,773.71
		STEP L	56.0497	4,483.97	9,715.28	116,583.37
		STEP M	57.4339	4,594.71	9,955.20	119,462.51

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B778	INTERPRETIVE SRVCS SUPERVISOR					
		STEP A	31.2307	2,498.45	5,413.32	64,959.85
		STEP B	32.0020	2,560.16	5,547.01	66,564.16
		STEP C	32.7923	2,623.38	5,684.00	68,207.98
		STEP D	33.6022	2,688.17	5,824.38	69,892.57
		STEP E	34.4320	2,754.56	5,968.21	71,618.56
		STEP F	35.2823	2,822.58	6,115.59	73,387.18
		STEP G	36.1537	2,892.29	6,266.64	75,199.69
		STEP H	37.0465	2,963.72	6,421.39	77,056.72
		STEP I	37.9614	3,036.91	6,579.97	78,959.71
		STEP J	38.8989	3,111.91	6,742.47	80,909.71
		STEP K	39.8596	3,188.76	6,909.00	82,907.96
		STEP L	40.8439	3,267.51	7,079.60	84,955.31
		STEP M	41.8526	3,348.20	7,254.45	87,053.40
B779	IT DIVISION MANAGER					
		STEP A	44.7165	3,577.32	7,750.86	93,010.32
		STEP B	45.8208	3,665.66	7,942.27	95,307.26
		STEP C	46.9524	3,756.19	8,138.41	97,660.99
		STEP D	48.1119	3,848.95	8,339.39	100,072.75
		STEP E	49.3001	3,944.00	8,545.35	102,544.20
		STEP F	50.5176	4,041.40	8,756.38	105,076.60
		STEP G	51.7652	4,141.21	8,972.63	107,671.61
		STEP H	53.0436	4,243.48	9,194.22	110,330.68
		STEP I	54.3535	4,348.28	9,421.27	113,055.28
		STEP J	55.6958	4,455.66	9,653.93	115,847.26
		STEP K	57.0713	4,565.70	9,892.35	118,708.30
		STEP L	58.4807	4,678.45	10,136.65	121,639.85
		STEP M	59.9250	4,794.00	10,387.00	124,644.00
B781	IT PROGRAM MANAGER					
		STEP A	40.6545	3,252.36	7,046.78	84,561.36
		STEP B	41.6585	3,332.68	7,220.80	86,649.68
		STEP C	42.6873	3,414.98	7,399.13	88,789.58
		STEP D	43.7415	3,499.32	7,581.86	90,982.32
		STEP E	44.8217	3,585.73	7,769.09	93,229.13
		STEP F	45.9286	3,674.28	7,960.95	95,531.48
		STEP G	47.0629	3,765.03	8,157.56	97,890.83
		STEP H	48.2252	3,858.01	8,359.03	100,308.41
		STEP I	49.4161	3,953.28	8,565.45	102,785.48
		STEP J	50.6365	4,050.92	8,776.99	105,323.92
		STEP K	51.8870	4,150.96	8,993.74	107,924.96
		STEP L	53.1684	4,253.47	9,215.85	110,590.27
		STEP M	54.4815	4,358.52	9,443.46	113,321.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B782	KEY ACCOUNTS REPRESENTATIVE					
		STEP A	47.6233	3,809.86	8,254.70	99,056.46
		STEP B	48.7987	3,903.89	8,458.44	101,501.29
		STEP C	50.0039	4,000.31	8,667.34	104,008.11
		STEP D	51.2388	4,099.10	8,881.39	106,576.70
		STEP E	52.5042	4,200.33	9,100.72	109,208.73
		STEP F	53.8008	4,304.06	9,325.47	111,905.66
		STEP G	55.1295	4,410.36	9,555.78	114,669.36
		STEP H	56.4909	4,519.27	9,791.75	117,501.07
		STEP I	57.8860	4,630.88	10,033.57	120,402.88
		STEP J	59.3156	4,745.24	10,281.37	123,376.44
		STEP K	60.7805	4,862.44	10,535.28	126,423.44
		STEP L	62.2815	4,982.52	10,795.46	129,545.52
		STEP M	63.8196	5,105.56	11,062.06	132,744.76
B783	LIBRARY SUPERVISOR					
		STEP A	32.1157	2,569.25	5,566.72	66,800.65
		STEP B	32.9086	2,632.68	5,704.15	68,449.88
		STEP C	33.7213	2,697.70	5,845.02	70,140.30
		STEP D	34.5541	2,764.32	5,989.37	71,872.52
		STEP E	35.4075	2,832.60	6,137.30	73,647.60
		STEP F	36.2819	2,902.55	6,288.86	75,466.35
		STEP G	37.1779	2,974.23	6,444.16	77,330.03
		STEP H	38.0960	3,047.68	6,603.30	79,239.68
		STEP I	39.0369	3,122.95	6,766.39	81,196.75
		STEP J	40.0009	3,200.07	6,933.48	83,201.87
		STEP K	40.9888	3,279.10	7,104.72	85,256.70
		STEP L	42.0010	3,360.08	7,280.17	87,362.08
		STEP M	43.0383	3,443.06	7,459.97	89,519.66
B784	MANAGEMENT ANALYST					
		STEP A	38.4165	3,073.32	6,658.86	79,906.32
		STEP B	39.3646	3,149.16	6,823.19	81,878.36
		STEP C	40.3367	3,226.93	6,991.69	83,900.33
		STEP D	41.3329	3,306.63	7,164.36	85,972.43
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	43.3996	3,471.96	7,522.59	90,271.16
		STEP G	44.4714	3,557.71	7,708.37	92,500.51
		STEP H	45.5697	3,645.57	7,898.74	94,784.97
		STEP I	46.6951	3,735.60	8,093.81	97,125.80
		STEP J	47.8483	3,827.86	8,293.70	99,524.46
		STEP K	49.0299	3,922.39	8,498.51	101,982.19
		STEP L	50.2408	4,019.26	8,708.40	104,500.86
		STEP M	51.4815	4,118.52	8,923.46	107,081.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B785	MAPPING SUPERVISOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B786	METER SERVICES SUPERVISOR					
		STEP A	24.2042	1,936.33	4,195.39	50,344.73
		STEP B	24.8019	1,984.15	4,299.00	51,587.95
		STEP C	25.4144	2,033.15	4,405.16	52,861.95
		STEP D	26.0421	2,083.36	4,513.96	54,167.56
		STEP E	26.6852	2,134.81	4,625.43	55,505.21
		STEP F	27.3442	2,187.53	4,739.66	56,875.93
		STEP G	28.0195	2,241.56	4,856.71	58,280.56
		STEP H	28.7115	2,296.92	4,976.66	59,719.92
		STEP I	29.4205	2,353.64	5,099.55	61,194.64
		STEP J	30.1471	2,411.76	5,225.49	62,705.96
		STEP K	30.8916	2,471.32	5,354.54	64,254.52
		STEP L	31.6545	2,532.36	5,486.78	65,841.36
		STEP M	32.4363	2,594.90	5,622.29	67,467.50
B787	OPEN SPACE SUPERINTENDENT					
		STEP A	37.0282	2,962.25	6,418.22	77,018.65
		STEP B	37.9426	3,035.40	6,576.71	78,920.60
		STEP C	38.8797	3,110.37	6,739.14	80,869.77
		STEP D	39.8398	3,187.18	6,905.56	82,866.78
		STEP E	40.8237	3,265.89	7,076.10	84,913.29
		STEP F	41.8319	3,346.55	7,250.86	87,010.35
		STEP G	42.8650	3,429.20	7,429.93	89,159.20
		STEP H	43.9236	3,513.88	7,613.42	91,361.08
		STEP I	45.0083	3,600.66	7,801.43	93,617.26
		STEP J	46.1198	3,689.58	7,994.09	95,929.18
		STEP K	47.2588	3,780.70	8,191.52	98,298.30
		STEP L	48.4259	3,874.07	8,393.82	100,725.87
		STEP M	49.6218	3,969.74	8,601.11	103,213.34

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B788	PARK DEVELOPMENT ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.0820	2,726.56	5,907.54	70,890.56
		STEP C	34.9236	2,793.88	6,053.42	72,641.08
		STEP D	35.7861	2,862.88	6,202.92	74,435.08
		STEP E	36.6699	2,933.59	6,356.11	76,273.39
		STEP F	37.5755	3,006.04	6,513.08	78,157.04
		STEP G	38.5035	3,080.28	6,673.94	80,087.28
		STEP H	39.4543	3,156.34	6,838.74	82,064.94
		STEP I	40.4287	3,234.29	7,007.64	84,091.69
		STEP J	41.4271	3,314.16	7,180.69	86,168.36
		STEP K	42.4502	3,396.01	7,358.03	88,296.41
		STEP L	43.4986	3,479.88	7,539.75	90,477.08
		STEP M	44.5728	3,565.82	7,725.95	92,711.42
B789	PARK DEVELOPMENT ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B790	PARK PLANNING & DEVELOPMT SUPT					
		STEP A	37.0282	2,962.25	6,418.22	77,018.65
		STEP B	37.9426	3,035.40	6,576.71	78,920.60
		STEP C	38.8797	3,110.37	6,739.14	80,869.77
		STEP D	39.8398	3,187.18	6,905.56	82,866.78
		STEP E	40.8237	3,265.89	7,076.10	84,913.29
		STEP F	41.8319	3,346.55	7,250.86	87,010.35
		STEP G	42.8650	3,429.20	7,429.93	89,159.20
		STEP H	43.9236	3,513.88	7,613.42	91,361.08
		STEP I	45.0083	3,600.66	7,801.43	93,617.26
		STEP J	46.1198	3,689.58	7,994.09	95,929.18
		STEP K	47.2588	3,780.70	8,191.52	98,298.30
		STEP L	48.4259	3,874.07	8,393.82	100,725.87
		STEP M	49.6218	3,969.74	8,601.11	103,213.34

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B791	PARKS SUPERINTENDENT					
		STEP A	37.0282	2,962.25	6,418.22	77,018.65
		STEP B	37.9426	3,035.40	6,576.71	78,920.60
		STEP C	38.8797	3,110.37	6,739.14	80,869.77
		STEP D	39.8398	3,187.18	6,905.56	82,866.78
		STEP E	40.8237	3,265.89	7,076.10	84,913.29
		STEP F	41.8319	3,346.55	7,250.86	87,010.35
		STEP G	42.8650	3,429.20	7,429.93	89,159.20
		STEP H	43.9236	3,513.88	7,613.42	91,361.08
		STEP I	45.0083	3,600.66	7,801.43	93,617.26
		STEP J	46.1198	3,689.58	7,994.09	95,929.18
		STEP K	47.2588	3,780.70	8,191.52	98,298.30
		STEP L	48.4259	3,874.07	8,393.82	100,725.87
		STEP M	49.6218	3,969.74	8,601.11	103,213.34
B792	PARKS SUPERVISOR					
		STEP A	29.9659	2,397.27	5,194.08	62,329.07
		STEP B	30.7059	2,456.47	5,322.35	63,868.27
		STEP C	31.4642	2,517.13	5,453.79	65,445.53
		STEP D	32.2413	2,579.30	5,588.49	67,061.90
		STEP E	33.0375	2,643.00	5,726.50	68,718.00
		STEP F	33.8534	2,708.27	5,867.92	70,415.07
		STEP G	34.6895	2,775.16	6,012.84	72,154.16
		STEP H	35.5461	2,843.68	6,161.32	73,935.88
		STEP I	36.4240	2,913.92	6,313.49	75,761.92
		STEP J	37.3235	2,985.88	6,469.40	77,632.88
		STEP K	38.2453	3,059.62	6,629.18	79,550.22
		STEP L	39.1898	3,135.18	6,792.89	81,514.78
		STEP M	40.1576	3,212.60	6,960.65	83,527.80
B794	PARKS,REC & LIBRARIES DIRECTOR					
		STEP A	66.0802	5,286.41	11,453.90	137,446.81
		STEP B	67.7114	5,416.91	11,736.64	140,839.71
		STEP C	69.3836	5,550.68	12,026.49	144,317.88
		STEP D	71.0971	5,687.76	12,323.49	147,881.96
		STEP E	72.8529	5,828.23	12,627.83	151,534.03
		STEP F	74.6521	5,972.16	12,939.69	155,276.36
		STEP G	76.4957	6,119.65	13,259.25	159,111.05
		STEP H	78.3848	6,270.78	13,586.69	163,040.38
		STEP I	80.3206	6,425.64	13,922.23	167,066.84
		STEP J	82.3042	6,584.33	14,266.06	171,192.73
		STEP K	84.3368	6,746.94	14,618.37	175,420.54
		STEP L	86.4196	6,913.56	14,979.39	179,752.76
		STEP M	88.5538	7,084.30	15,349.32	184,191.90

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B793	PARKS,REC & LIBRARY BUS ADMSTR					
		STEP A	37.0442	2,963.53	6,420.99	77,051.93
		STEP B	37.9591	3,036.72	6,579.57	78,954.92
		STEP C	38.8965	3,111.72	6,742.06	80,904.72
		STEP D	39.8571	3,188.56	6,908.56	82,902.76
		STEP E	40.8414	3,267.31	7,079.17	84,950.11
		STEP F	41.8500	3,348.00	7,254.00	87,048.00
		STEP G	42.8836	3,430.68	7,433.15	89,197.88
		STEP H	43.9426	3,515.40	7,616.71	91,400.60
		STEP I	45.0278	3,602.22	7,804.81	93,657.82
		STEP J	46.1398	3,691.18	7,997.56	95,970.78
		STEP K	47.2793	3,782.34	8,195.07	98,340.94
		STEP L	48.4469	3,875.75	8,397.46	100,769.55
		STEP M	49.6433	3,971.46	8,604.83	103,258.06
B795	PLANNING MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	56.8894	4,551.15	9,860.82	118,329.95
		STEP C	58.2944	4,663.55	10,104.36	121,252.35
		STEP D	59.7340	4,778.72	10,353.89	124,246.72
		STEP E	61.2092	4,896.73	10,609.59	127,315.13
		STEP F	62.7208	5,017.66	10,871.60	130,459.26
		STEP G	64.2698	5,141.58	11,140.09	133,681.18
		STEP H	65.8570	5,268.56	11,415.21	136,982.56
		STEP I	67.4834	5,398.67	11,697.12	140,365.47
		STEP J	69.1500	5,532.00	11,986.00	143,832.00
		STEP K	70.8577	5,668.61	12,282.00	147,384.01
		STEP L	72.6076	5,808.60	12,585.31	151,023.80
		STEP M	74.4007	5,952.05	12,896.12	154,753.45
B796	POLICE CAPTAIN					
		STEP A	57.9703	4,637.62	10,048.18	120,578.22
		STEP B	59.4013	4,752.10	10,296.22	123,554.70
		STEP C	60.8682	4,869.45	10,550.48	126,605.85
		STEP D	62.3714	4,989.71	10,811.04	129,732.51
		STEP E	63.9118	5,112.94	11,078.04	132,936.54
		STEP F	65.4901	5,239.20	11,351.61	136,219.40
		STEP G	67.1075	5,368.60	11,631.96	139,583.60
		STEP H	68.7648	5,501.18	11,919.23	143,030.78
		STEP I	70.4630	5,637.04	12,213.58	146,563.04
		STEP J	72.2031	5,776.24	12,515.20	150,182.44
		STEP K	73.9862	5,918.89	12,824.27	153,891.29
		STEP L	75.8134	6,065.07	13,140.98	157,691.87
		STEP M	77.6857	6,214.85	13,465.52	161,586.25

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B797	POLICE CHIEF					
		STEP A	77.9578	6,236.62	13,512.68	162,152.22
		STEP B	79.8820	6,390.56	13,846.21	166,154.56
		STEP C	81.8548	6,548.38	14,188.16	170,257.98
		STEP D	83.8763	6,710.10	14,538.55	174,462.70
		STEP E	85.9477	6,875.81	14,897.60	178,771.21
		STEP F	88.0702	7,045.61	15,265.50	183,186.01
		STEP G	90.2452	7,219.61	15,642.50	187,710.01
		STEP H	92.4739	7,397.91	16,028.80	192,345.71
		STEP I	94.7577	7,580.61	16,424.66	197,096.01
		STEP J	97.0978	7,767.82	16,830.28	201,963.42
		STEP K	99.4957	7,959.65	17,245.92	206,951.05
		STEP L	101.9529	8,156.23	17,671.83	212,062.03
		STEP M	104.4707	8,357.65	18,108.25	217,299.05
B798	POLICE LIEUTENANT					
		STEP A	52.6215	4,209.72	9,121.06	109,452.72
		STEP B	53.9204	4,313.63	9,346.20	112,154.43
		STEP C	55.2520	4,420.16	9,577.01	114,924.16
		STEP D	56.6165	4,529.32	9,813.52	117,762.32
		STEP E	58.0148	4,641.18	10,055.89	120,670.78
		STEP F	59.4475	4,755.80	10,304.23	123,650.80
		STEP G	60.9156	4,873.24	10,558.70	126,704.44
		STEP H	62.4200	4,993.60	10,819.46	129,833.60
		STEP I	63.9615	5,116.92	11,086.66	133,039.92
		STEP J	65.5411	5,243.28	11,360.45	136,325.48
		STEP K	67.1597	5,372.77	11,641.01	139,692.17
		STEP L	68.8183	5,505.46	11,928.50	143,142.06
		STEP M	70.5178	5,641.42	12,223.08	146,677.02
B799	POLICE SERVICES ADMINISTRATOR					
		STEP A	41.4691	3,317.52	7,187.97	86,255.72
		STEP B	42.4929	3,399.43	7,365.43	88,385.23
		STEP C	43.5424	3,483.39	7,547.34	90,568.19
		STEP D	44.6177	3,569.41	7,733.73	92,804.81
		STEP E	45.7196	3,657.56	7,924.73	95,096.76
		STEP F	46.8486	3,747.88	8,120.42	97,445.08
		STEP G	48.0056	3,840.44	8,320.97	99,851.64
		STEP H	49.1912	3,935.29	8,526.47	102,317.69
		STEP I	50.4060	4,032.48	8,737.04	104,844.48
		STEP J	51.6508	4,132.06	8,952.80	107,433.66
		STEP K	52.9264	4,234.11	9,173.90	110,086.91
		STEP L	54.2335	4,338.68	9,400.47	112,805.68
		STEP M	55.5728	4,445.82	9,632.61	115,591.42

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B800	POLICE SOCIAL SVCS ADMINSTR					
		STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	44.9880	3,599.04	7,797.92	93,575.04
		STEP C	46.0990	3,687.92	7,990.49	95,885.92
		STEP D	47.2374	3,778.99	8,187.81	98,253.79
		STEP E	48.4040	3,872.32	8,390.02	100,680.32
		STEP F	49.5994	3,967.95	8,597.22	103,166.75
		STEP G	50.8243	4,065.94	8,809.54	105,714.54
		STEP H	52.0795	4,166.36	9,027.11	108,325.36
		STEP I	53.3656	4,269.24	9,250.03	111,000.44
		STEP J	54.6835	4,374.68	9,478.47	113,741.68
		STEP K	56.0340	4,482.72	9,712.56	116,550.72
		STEP L	57.4178	4,593.42	9,952.41	119,429.02
		STEP M	58.8358	4,706.86	10,198.20	122,378.46
B801	POWER ENGINEERING MANAGER					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	69.2528	5,540.22	12,003.81	144,045.82
		STEP C	70.9631	5,677.04	12,300.27	147,603.24
		STEP D	72.7156	5,817.24	12,604.03	151,248.44
		STEP E	74.5114	5,960.91	12,915.30	154,983.71
		STEP F	76.3515	6,108.12	13,234.26	158,811.12
		STEP G	78.2371	6,258.96	13,561.09	162,733.16
		STEP H	80.1692	6,413.53	13,895.99	166,751.93
		STEP I	82.1491	6,571.92	14,239.17	170,870.12
		STEP J	84.1778	6,734.22	14,590.81	175,089.82
		STEP K	86.2567	6,900.53	14,951.16	179,413.93
		STEP L	88.3869	7,070.95	15,320.39	183,844.75
		STEP M	90.5697	7,245.57	15,698.74	188,384.97
B802	POWER GENERATION SUPERTINDENT					
		STEP A	62.0272	4,962.17	10,751.38	129,016.57
		STEP B	63.5584	5,084.67	11,016.78	132,201.47
		STEP C	65.1281	5,210.24	11,288.87	135,466.44
		STEP D	66.7365	5,338.92	11,567.66	138,811.92
		STEP E	68.3846	5,470.76	11,853.33	142,239.96
		STEP F	70.0734	5,605.87	12,146.05	145,752.67
		STEP G	71.8040	5,744.32	12,446.02	149,352.32
		STEP H	73.5772	5,886.17	12,753.38	153,040.57
		STEP I	75.3943	6,031.54	13,068.34	156,820.14
		STEP J	77.2562	6,180.49	13,391.07	160,692.89
		STEP K	79.1641	6,333.12	13,721.77	164,661.32
		STEP L	81.1192	6,489.53	14,060.66	168,727.93
		STEP M	83.1225	6,649.80	14,407.90	172,894.80

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B803	POWER PLANT OPS & MAINT SUPV					
		STEP A	59.0692	4,725.53	10,238.66	122,863.93
		STEP B	60.5273	4,842.18	10,491.39	125,896.78
		STEP C	62.0221	4,961.76	10,750.49	129,005.96
		STEP D	63.5538	5,084.30	11,015.99	132,191.90
		STEP E	65.1233	5,209.86	11,288.03	135,456.46
		STEP F	66.7316	5,338.52	11,566.81	138,801.72
		STEP G	68.3796	5,470.36	11,852.46	142,229.56
		STEP H	70.0683	5,605.46	12,145.17	145,742.06
		STEP I	71.7987	5,743.89	12,445.10	149,341.29
		STEP J	73.5719	5,885.75	12,752.46	153,029.55
		STEP K	75.3888	6,031.10	13,067.39	156,808.70
		STEP L	77.2506	6,180.04	13,390.10	160,681.24
		STEP M	79.1584	6,332.67	13,720.78	164,649.47
B804	POWER SUPPLY & PORTFOLIO ADMST					
		STEP A	64.1688	5,133.50	11,122.59	133,471.10
		STEP B	65.7529	5,260.23	11,397.16	136,766.03
		STEP C	67.3767	5,390.13	11,678.62	140,143.53
		STEP D	69.0406	5,523.24	11,967.03	143,604.44
		STEP E	70.7457	5,659.65	12,262.58	147,151.05
		STEP F	72.4928	5,799.42	12,565.41	150,785.02
		STEP G	74.2831	5,942.64	12,875.73	154,508.84
		STEP H	76.1176	6,089.40	13,193.71	158,324.60
		STEP I	77.9974	6,239.79	13,519.54	162,234.59
		STEP J	79.9236	6,393.88	13,853.42	166,241.08
		STEP K	81.8974	6,551.79	14,195.54	170,346.59
		STEP L	83.9199	6,713.59	14,546.11	174,553.39
		STEP M	85.9924	6,879.39	14,905.34	178,864.19
B805	PREVENTATIVE MAINT SUPERVISOR					
		STEP A	42.7162	3,417.29	7,404.14	88,849.69
		STEP B	43.7704	3,501.63	7,586.86	91,042.43
		STEP C	44.8514	3,588.11	7,774.24	93,290.91
		STEP D	45.9590	3,676.72	7,966.22	95,594.72
		STEP E	47.0940	3,767.52	8,162.96	97,955.52
		STEP F	48.2571	3,860.56	8,364.56	100,374.76
		STEP G	49.4488	3,955.90	8,571.12	102,853.50
		STEP H	50.6700	4,053.60	8,782.80	105,393.60
		STEP I	51.9214	4,153.71	8,999.70	107,996.51
		STEP J	53.2036	4,256.28	9,221.95	110,663.48
		STEP K	54.5175	4,361.40	9,449.70	113,396.40
		STEP L	55.8639	4,469.11	9,683.07	116,196.91
		STEP M	57.2435	4,579.48	9,922.20	119,066.48

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B806	PRINCIPAL ENGINEER					
		STEP A	50.2219	4,017.75	8,705.12	104,461.55
		STEP B	51.4615	4,116.92	8,919.99	107,039.92
		STEP C	52.7324	4,218.59	9,140.28	109,683.39
		STEP D	54.0347	4,322.77	9,366.01	112,392.17
		STEP E	55.3691	4,429.52	9,597.31	115,167.72
		STEP F	56.7365	4,538.92	9,834.32	118,011.92
		STEP G	58.1377	4,651.01	10,077.20	120,926.41
		STEP H	59.5735	4,765.88	10,326.07	123,912.88
		STEP I	61.0447	4,883.57	10,581.08	126,972.97
		STEP J	62.5522	5,004.17	10,842.38	130,108.57
		STEP K	64.0970	5,127.76	11,110.14	133,321.76
		STEP L	65.6800	5,254.40	11,384.53	136,614.40
		STEP M	67.3020	5,384.16	11,665.68	139,988.16
B807	PRINCIPAL PLANNER					
		STEP A	46.3792	3,710.33	8,039.06	96,468.73
		STEP B	47.5241	3,801.92	8,237.51	98,850.12
		STEP C	48.6977	3,895.81	8,440.93	101,291.21
		STEP D	49.9004	3,992.03	8,649.40	103,792.83
		STEP E	51.1327	4,090.61	8,863.00	106,356.01
		STEP F	52.3955	4,191.64	9,081.88	108,982.64
		STEP G	53.6895	4,295.16	9,306.18	111,674.16
		STEP H	55.0154	4,401.23	9,536.00	114,432.03
		STEP I	56.3740	4,509.92	9,771.49	117,257.92
		STEP J	57.7663	4,621.30	10,012.82	120,153.90
		STEP K	59.1928	4,735.42	10,260.08	123,121.02
		STEP L	60.6547	4,852.37	10,513.48	126,161.77
		STEP M	62.1526	4,972.20	10,773.11	129,277.40
B808	PUB AFFAIRS&COMMUNICAT ADMNSTR					
		STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	44.9880	3,599.04	7,797.92	93,575.04
		STEP C	46.0990	3,687.92	7,990.49	95,885.92
		STEP D	47.2374	3,778.99	8,187.81	98,253.79
		STEP E	48.4040	3,872.32	8,390.02	100,680.32
		STEP F	49.5994	3,967.95	8,597.22	103,166.75
		STEP G	50.8243	4,065.94	8,809.54	105,714.54
		STEP H	52.0795	4,166.36	9,027.11	108,325.36
		STEP I	53.3656	4,269.24	9,250.03	111,000.44
		STEP J	54.6835	4,374.68	9,478.47	113,741.68
		STEP K	56.0340	4,482.72	9,712.56	116,550.72
		STEP L	57.4178	4,593.42	9,952.41	119,429.02
		STEP M	58.8358	4,706.86	10,198.20	122,378.46

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B809	PUBLIC AFFAIRS&COMMNCT DIRCTOR					
		STEP A	55.5188	4,441.50	9,623.25	115,479.10
		STEP B	56.8894	4,551.15	9,860.82	118,329.95
		STEP C	58.2943	4,663.54	10,104.34	121,252.14
		STEP D	59.7339	4,778.71	10,353.87	124,246.51
		STEP E	61.2091	4,896.72	10,609.57	127,314.92
		STEP F	62.7207	5,017.65	10,871.58	130,459.05
		STEP G	64.2697	5,141.57	11,140.08	133,680.97
		STEP H	65.8569	5,268.55	11,415.19	136,982.35
		STEP I	67.4833	5,398.66	11,697.10	140,365.26
		STEP J	69.1499	5,531.99	11,985.98	143,831.79
		STEP K	70.8576	5,668.60	12,281.98	147,383.80
		STEP L	72.6075	5,808.60	12,585.30	151,023.60
		STEP M	74.4006	5,952.04	12,896.10	154,753.24
B810	PUBLIC INFORMATION OFFICER					
		STEP A	39.5842	3,166.73	6,861.26	82,335.13
		STEP B	40.5614	3,244.91	7,030.64	84,367.71
		STEP C	41.5631	3,325.04	7,204.27	86,451.24
		STEP D	42.5895	3,407.16	7,382.18	88,586.16
		STEP E	43.6413	3,491.30	7,564.49	90,773.90
		STEP F	44.7191	3,577.52	7,751.31	93,015.72
		STEP G	45.8235	3,665.88	7,942.74	95,312.88
		STEP H	46.9551	3,756.40	8,138.88	97,666.60
		STEP I	48.1147	3,849.17	8,339.88	100,078.57
		STEP J	49.3030	3,944.24	8,545.85	102,550.24
		STEP K	50.5206	4,041.64	8,756.90	105,082.84
		STEP L	51.7682	4,141.45	8,973.15	107,677.85
		STEP M	53.0467	4,243.73	9,194.76	110,337.13
B811	PUBLIC WORKS DIRECTOR					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	62.4949	4,999.59	10,832.44	129,989.39
		STEP C	64.0383	5,123.06	11,099.97	133,199.66
		STEP D	65.6198	5,249.58	11,374.09	136,489.18
		STEP E	67.2403	5,379.22	11,654.98	139,859.82
		STEP F	68.9009	5,512.07	11,942.82	143,313.87
		STEP G	70.6024	5,648.19	12,237.74	146,852.99
		STEP H	72.3460	5,787.68	12,539.97	150,479.68
		STEP I	74.1327	5,930.61	12,849.66	154,196.01
		STEP J	75.9635	6,077.08	13,167.00	158,004.08
		STEP K	77.8395	6,227.16	13,492.18	161,906.16
		STEP L	79.7618	6,380.94	13,825.37	165,904.54
		STEP M	81.7316	6,538.52	14,166.81	170,001.72

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B812	PURCHASING & WAREHOUSE MANAGER					
		STEP A	40.7316	3,258.52	7,060.14	84,721.72
		STEP B	41.7369	3,338.95	7,234.39	86,812.75
		STEP C	42.7676	3,421.40	7,413.05	88,956.60
		STEP D	43.8238	3,505.90	7,596.12	91,153.50
		STEP E	44.9061	3,592.48	7,783.72	93,404.68
		STEP F	46.0151	3,681.20	7,975.95	95,711.40
		STEP G	47.1515	3,772.12	8,172.92	98,075.12
		STEP H	48.3159	3,865.27	8,374.75	100,497.07
		STEP I	49.5091	3,960.72	8,581.57	102,978.92
		STEP J	50.7318	4,058.54	8,793.51	105,522.14
		STEP K	51.9847	4,158.77	9,010.68	108,128.17
		STEP L	53.2685	4,261.48	9,233.20	110,798.48
		STEP M	54.5840	4,366.72	9,461.22	113,534.72
B813	RECREATION MANAGER					
		STEP A	41.2998	3,303.98	7,158.63	85,903.58
		STEP B	42.3197	3,385.57	7,335.41	88,024.97
		STEP C	43.3649	3,469.19	7,516.58	90,198.99
		STEP D	44.4358	3,554.86	7,702.20	92,426.46
		STEP E	45.5332	3,642.65	7,892.42	94,709.05
		STEP F	46.6577	3,732.61	8,087.33	97,048.01
		STEP G	47.8099	3,824.79	8,287.04	99,444.59
		STEP H	48.9907	3,919.25	8,491.72	101,900.65
		STEP I	50.2005	4,016.04	8,701.42	104,417.04
		STEP J	51.4403	4,115.22	8,916.31	106,995.82
		STEP K	52.7106	4,216.84	9,136.50	109,638.04
		STEP L	54.0124	4,320.99	9,362.14	112,345.79
		STEP M	55.3463	4,427.70	9,593.35	115,120.30
B814	RECREATION SUPERINTENDENT					
		STEP A	35.8423	2,867.38	6,212.66	74,551.98
		STEP B	36.7275	2,938.20	6,366.10	76,393.20
		STEP C	37.6345	3,010.76	6,523.31	78,279.76
		STEP D	38.5639	3,085.11	6,684.40	80,212.91
		STEP E	39.5163	3,161.30	6,849.49	82,193.90
		STEP F	40.4922	3,239.37	7,018.64	84,223.77
		STEP G	41.4922	3,319.37	7,191.98	86,303.77
		STEP H	42.5169	3,401.35	7,369.59	88,435.15
		STEP I	43.5669	3,485.35	7,551.59	90,619.15
		STEP J	44.6428	3,571.42	7,738.08	92,857.02
		STEP K	45.7453	3,659.62	7,929.18	95,150.22
		STEP L	46.8750	3,750.00	8,125.00	97,500.00
		STEP M	48.0326	3,842.60	8,325.65	99,907.80

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B815	RECREATION SUPERVISOR					
		STEP A	31.2307	2,498.45	5,413.32	64,959.85
		STEP B	32.0020	2,560.16	5,547.01	66,564.16
		STEP C	32.7923	2,623.38	5,684.00	68,207.98
		STEP D	33.6022	2,688.17	5,824.38	69,892.57
		STEP E	34.4320	2,754.56	5,968.21	71,618.56
		STEP F	35.2823	2,822.58	6,115.59	73,387.18
		STEP G	36.1537	2,892.29	6,266.64	75,199.69
		STEP H	37.0465	2,963.72	6,421.39	77,056.72
		STEP I	37.9614	3,036.91	6,579.97	78,959.71
		STEP J	38.8989	3,111.91	6,742.47	80,909.71
		STEP K	39.8596	3,188.76	6,909.00	82,907.96
		STEP L	40.8439	3,267.51	7,079.60	84,955.31
		STEP M	41.8526	3,348.20	7,254.45	87,053.40
B846	REFUSE & STORMWATER MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	57.8958	4,631.66	10,035.27	120,423.26
		STEP C	59.3256	4,746.04	10,283.10	123,397.24
		STEP D	60.7907	4,863.25	10,537.05	126,444.65
		STEP E	62.2920	4,983.36	10,797.28	129,567.36
		STEP F	63.8304	5,106.43	11,063.93	132,767.23
		STEP G	65.4068	5,232.54	11,337.17	136,046.14
		STEP H	67.0220	5,361.76	11,617.14	139,405.76
		STEP I	68.6772	5,494.17	11,904.04	142,848.57
		STEP J	70.3733	5,629.86	12,198.03	146,376.46
		STEP K	72.1112	5,768.89	12,499.27	149,991.29
		STEP L	73.8921	5,911.36	12,807.96	153,695.56
		STEP M	75.7169	6,057.35	13,124.26	157,491.15
B816	REFUSE SUPERINTENDENT					
		STEP A	40.0712	3,205.69	6,945.67	83,348.09
		STEP B	41.0602	3,284.81	7,117.10	85,405.21
		STEP C	42.0743	3,365.94	7,292.87	87,514.54
		STEP D	43.1133	3,449.06	7,472.97	89,675.66
		STEP E	44.1781	3,534.24	7,657.53	91,890.44
		STEP F	45.2691	3,621.52	7,846.64	94,159.72
		STEP G	46.3871	3,710.96	8,040.43	96,485.16
		STEP H	47.5326	3,802.60	8,238.98	98,867.80
		STEP I	48.7065	3,896.52	8,442.46	101,309.52
		STEP J	49.9093	3,992.74	8,650.94	103,811.34
		STEP K	51.1419	4,091.35	8,864.59	106,375.15
		STEP L	52.4049	4,192.39	9,083.51	109,002.19
		STEP M	53.6991	4,295.92	9,307.84	111,694.12

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B817	REFUSE SUPERVISOR					
		STEP A	33.7592	2,700.73	5,851.59	70,219.13
		STEP B	34.5920	2,767.36	5,995.94	71,951.36
		STEP C	35.4463	2,835.70	6,144.02	73,728.30
		STEP D	36.3217	2,905.73	6,295.76	75,549.13
		STEP E	37.2187	2,977.49	6,451.24	77,414.89
		STEP F	38.1379	3,051.03	6,610.56	79,326.83
		STEP G	39.0797	3,126.37	6,773.81	81,285.77
		STEP H	40.0448	3,203.58	6,941.09	83,293.18
		STEP I	41.0338	3,282.70	7,112.52	85,350.30
		STEP J	42.0471	3,363.76	7,288.16	87,457.96
		STEP K	43.0855	3,446.84	7,468.15	89,617.84
		STEP L	44.1496	3,531.96	7,652.59	91,831.16
		STEP M	45.2399	3,619.19	7,841.58	94,098.99
B818	REFUSE UTILITY MANAGER					
		STEP A	50.8512	4,068.09	8,814.20	105,770.49
		STEP B	52.1063	4,168.50	9,031.75	108,381.10
		STEP C	53.3931	4,271.44	9,254.80	111,057.64
		STEP D	54.7117	4,376.93	9,483.36	113,800.33
		STEP E	56.0629	4,485.03	9,717.56	116,610.83
		STEP F	57.4474	4,595.79	9,957.54	119,490.59
		STEP G	58.8662	4,709.29	10,203.47	122,441.69
		STEP H	60.3199	4,825.59	10,455.44	125,465.39
		STEP I	61.8096	4,944.76	10,713.66	128,563.96
		STEP J	63.3360	5,066.88	10,978.24	131,738.88
		STEP K	64.9002	5,192.01	11,249.36	134,992.41
		STEP L	66.5029	5,320.23	11,527.16	138,326.03
		STEP M	68.1453	5,451.62	11,811.85	141,742.22
B819	RISK MANAGER					
		STEP A	44.2702	3,541.61	7,673.50	92,082.01
		STEP B	45.3630	3,629.04	7,862.92	94,355.04
		STEP C	46.4833	3,718.66	8,057.10	96,685.26
		STEP D	47.6312	3,810.49	8,256.07	99,072.89
		STEP E	48.8075	3,904.60	8,459.96	101,519.60
		STEP F	50.0129	4,001.03	8,668.90	104,026.83
		STEP G	51.2480	4,099.84	8,882.98	106,595.84
		STEP H	52.5136	4,201.08	9,102.35	109,228.28
		STEP I	53.8105	4,304.84	9,327.15	111,925.84
		STEP J	55.1394	4,411.15	9,557.49	114,689.95
		STEP K	56.5011	4,520.08	9,793.52	117,522.28
		STEP L	57.8965	4,631.72	10,035.39	120,424.72
		STEP M	59.3263	4,746.10	10,283.22	123,398.70

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B820	SAFETY COORDINATOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B821	SR BUSINESS SYSTEMS ANALYST					
		STEP A	34.7663	2,781.30	6,026.15	72,313.90
		STEP B	35.6244	2,849.95	6,174.89	74,098.75
		STEP C	36.5042	2,920.33	6,327.39	75,928.73
		STEP D	37.4057	2,992.45	6,483.65	77,803.85
		STEP E	38.3294	3,066.35	6,643.76	79,725.15
		STEP F	39.2760	3,142.08	6,807.84	81,694.08
		STEP G	40.2460	3,219.68	6,975.97	83,711.68
		STEP H	41.2399	3,299.19	7,148.24	85,778.99
		STEP I	42.2584	3,380.67	7,324.78	87,897.47
		STEP J	43.3020	3,464.16	7,505.68	90,068.16
		STEP K	44.3713	3,549.70	7,691.02	92,292.30
		STEP L	45.4671	3,637.36	7,880.96	94,571.56
		STEP M	46.5900	3,727.20	8,075.60	96,907.20
B822	SR DATABASE ANALYST					
		STEP A	35.3507	2,828.05	6,127.45	73,529.45
		STEP B	36.2237	2,897.89	6,278.77	75,345.29
		STEP C	37.1183	2,969.46	6,433.83	77,206.06
		STEP D	38.0350	3,042.80	6,592.73	79,112.80
		STEP E	38.9743	3,117.94	6,755.54	81,066.54
		STEP F	39.9368	3,194.94	6,922.37	83,068.54
		STEP G	40.9231	3,273.84	7,093.33	85,120.04
		STEP H	41.9337	3,354.69	7,268.50	87,222.09
		STEP I	42.9693	3,437.54	7,448.01	89,376.14
		STEP J	44.0305	3,522.44	7,631.95	91,583.44
		STEP K	45.1179	3,609.43	7,820.43	93,845.23
		STEP L	46.2321	3,698.56	8,013.56	96,162.76
		STEP M	47.3738	3,789.90	8,211.45	98,537.50

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B823	SR DEPUTY CITY ATTORNEY					
		STEP A	59.7687	4,781.49	10,359.90	124,318.89
		STEP B	61.2441	4,899.52	10,615.64	127,387.72
		STEP C	62.7566	5,020.52	10,877.81	130,533.72
		STEP D	64.3064	5,144.51	11,146.44	133,757.31
		STEP E	65.8945	5,271.56	11,421.71	137,060.56
		STEP F	67.5219	5,401.75	11,703.79	140,445.55
		STEP G	69.1894	5,535.15	11,992.82	143,913.95
		STEP H	70.8981	5,671.84	12,289.00	147,468.04
		STEP I	72.6490	5,811.92	12,592.49	151,109.92
		STEP J	74.4431	5,955.44	12,903.47	154,841.64
		STEP K	76.2816	6,102.52	13,222.14	158,665.72
		STEP L	78.1654	6,253.23	13,548.66	162,584.03
		STEP M	80.0958	6,407.66	13,883.27	166,599.26
B824	SR ELECTRIC BUSINESS ANALYST					
		STEP A	47.5668	3,805.34	8,244.91	98,938.94
		STEP B	48.7411	3,899.28	8,448.45	101,381.48
		STEP C	49.9448	3,995.58	8,657.09	103,885.18
		STEP D	51.1782	4,094.25	8,870.88	106,450.65
		STEP E	52.4421	4,195.36	9,089.96	109,079.56
		STEP F	53.7372	4,298.97	9,314.44	111,773.37
		STEP G	55.0643	4,405.14	9,544.47	114,533.74
		STEP H	56.4242	4,513.93	9,780.19	117,362.33
		STEP I	57.8177	4,625.41	10,021.73	120,260.81
		STEP J	59.2455	4,739.64	10,269.22	123,230.64
		STEP K	60.7087	4,856.69	10,522.84	126,274.09
		STEP L	62.2079	4,976.63	10,782.70	129,392.43
		STEP M	63.7442	5,099.53	11,048.99	132,587.93
B825	SR ENERGY SERVICES ACCOUNT REP					
		STEP A	47.6233	3,809.86	8,254.70	99,056.46
		STEP B	48.7987	3,903.89	8,458.44	101,501.29
		STEP C	50.0039	4,000.31	8,667.34	104,008.11
		STEP D	51.2388	4,099.10	8,881.39	106,576.70
		STEP E	52.5042	4,200.33	9,100.72	109,208.73
		STEP F	53.8008	4,304.06	9,325.47	111,905.66
		STEP G	55.1295	4,410.36	9,555.78	114,669.36
		STEP H	56.4909	4,519.27	9,791.75	117,501.07
		STEP I	57.8860	4,630.88	10,033.57	120,402.88
		STEP J	59.3156	4,745.24	10,281.37	123,376.44
		STEP K	60.7805	4,862.44	10,535.28	126,423.44
		STEP L	62.2815	4,982.52	10,795.46	129,545.52
		STEP M	63.8196	5,105.56	11,062.06	132,744.76

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B826	SR ENGINEER	STEP A	42.7247	3,417.97	7,405.61	88,867.37
		STEP B	43.7794	3,502.35	7,588.42	91,061.15
		STEP C	44.8605	3,588.84	7,775.82	93,309.84
		STEP D	45.9684	3,677.47	7,967.85	95,614.27
		STEP E	47.1037	3,768.29	8,164.64	97,975.69
		STEP F	48.2669	3,861.35	8,366.26	100,395.15
		STEP G	49.4589	3,956.71	8,572.87	102,874.51
		STEP H	50.6804	4,054.43	8,784.60	105,415.23
		STEP I	51.9320	4,154.56	9,001.54	108,018.56
		STEP J	53.2145	4,257.16	9,223.84	110,686.16
		STEP K	54.5287	4,362.29	9,451.64	113,419.69
		STEP L	55.8753	4,470.02	9,685.05	116,220.62
		STEP M	57.2552	4,580.41	9,924.23	119,090.81
B827	SR HUMAN RESOURCES ANALYST	STEP A	38.4165	3,073.32	6,658.86	79,906.32
		STEP B	39.3646	3,149.16	6,823.19	81,878.36
		STEP C	40.3367	3,226.93	6,991.69	83,900.33
		STEP D	41.3329	3,306.63	7,164.36	85,972.43
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	43.3996	3,471.96	7,522.59	90,271.16
		STEP G	44.4714	3,557.71	7,708.37	92,500.51
		STEP H	45.5697	3,645.57	7,898.74	94,784.97
		STEP I	46.6951	3,735.60	8,093.81	97,125.80
		STEP J	47.8483	3,827.86	8,293.70	99,524.46
		STEP K	49.0299	3,922.39	8,498.51	101,982.19
		STEP L	50.2408	4,019.26	8,708.40	104,500.86
		STEP M	51.4815	4,118.52	8,923.46	107,081.52
B828	SR IT ANALYST	STEP A	34.8115	2,784.92	6,033.99	72,407.92
		STEP B	35.6707	2,853.65	6,182.92	74,195.05
		STEP C	36.5516	2,924.12	6,335.61	76,027.32
		STEP D	37.4543	2,996.34	6,492.07	77,904.94
		STEP E	38.3793	3,070.34	6,652.41	79,828.94
		STEP F	39.3271	3,146.16	6,816.69	81,800.36
		STEP G	40.2983	3,223.86	6,985.03	83,820.46
		STEP H	41.2935	3,303.48	7,157.54	85,890.48
		STEP I	42.3133	3,385.06	7,334.30	88,011.66
		STEP J	43.3583	3,468.66	7,515.43	90,185.26
		STEP K	44.4291	3,554.32	7,701.04	92,412.52
		STEP L	45.5263	3,642.10	7,891.22	94,694.70
		STEP M	46.6506	3,732.04	8,086.10	97,033.24

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B829	SR PLANNER					
		STEP A	40.3307	3,226.45	6,990.65	83,887.85
		STEP B	41.3263	3,306.10	7,163.22	85,958.70
		STEP C	42.3469	3,387.75	7,340.12	88,081.55
		STEP D	43.3927	3,471.41	7,521.40	90,256.81
		STEP E	44.4643	3,557.14	7,707.14	92,485.74
		STEP F	45.5624	3,644.99	7,897.48	94,769.79
		STEP G	46.6876	3,735.00	8,092.51	97,110.20
		STEP H	47.8406	3,827.24	8,292.37	99,508.44
		STEP I	49.0220	3,921.76	8,497.14	101,965.76
		STEP J	50.2327	4,018.61	8,707.00	104,484.01
		STEP K	51.4732	4,117.85	8,922.02	107,064.25
		STEP L	52.7444	4,219.55	9,142.36	109,708.35
		STEP M	54.0470	4,323.76	9,368.14	112,417.76
B830	SR POWER ENGINEER					
		STEP A	59.8134	4,785.07	10,367.65	124,411.87
		STEP B	61.2900	4,903.20	10,623.60	127,483.20
		STEP C	62.8036	5,024.28	10,885.95	130,631.48
		STEP D	64.3546	5,148.36	11,154.79	133,857.56
		STEP E	65.9439	5,275.51	11,430.27	137,163.31
		STEP F	67.5725	5,405.80	11,712.56	140,550.80
		STEP G	69.2412	5,539.29	12,001.80	144,021.69
		STEP H	70.9512	5,676.09	12,298.20	147,578.49
		STEP I	72.7034	5,816.27	12,601.92	151,223.07
		STEP J	74.4989	5,959.91	12,913.14	154,957.71
		STEP K	76.3387	6,107.09	13,232.04	158,784.49
		STEP L	78.2240	6,257.92	13,558.82	162,705.92
		STEP M	80.1558	6,412.46	13,893.67	166,724.06
B831	SR POWER PLANT ENGINEER					
		STEP A	59.8134	4,785.07	10,367.65	124,411.87
		STEP B	61.2900	4,903.20	10,623.60	127,483.20
		STEP C	62.8036	5,024.28	10,885.95	130,631.48
		STEP D	64.3546	5,148.36	11,154.79	133,857.56
		STEP E	65.9439	5,275.51	11,430.27	137,163.31
		STEP F	67.5725	5,405.80	11,712.56	140,550.80
		STEP G	69.2412	5,539.29	12,001.80	144,021.69
		STEP H	70.9512	5,676.09	12,298.20	147,578.49
		STEP I	72.7034	5,816.27	12,601.92	151,223.07
		STEP J	74.4989	5,959.91	12,913.14	154,957.71
		STEP K	76.3387	6,107.09	13,232.04	158,784.49
		STEP L	78.2240	6,257.92	13,558.82	162,705.92
		STEP M	80.1558	6,412.46	13,893.67	166,724.06

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B833	STREET MAINT SUPERINTENDENT					
		STEP A	42.7162	3,417.29	7,404.14	88,849.69
		STEP B	43.7704	3,501.63	7,586.86	91,042.43
		STEP C	44.8514	3,588.11	7,774.24	93,290.91
		STEP D	45.9590	3,676.72	7,966.22	95,594.72
		STEP E	47.0940	3,767.52	8,162.96	97,955.52
		STEP F	48.2571	3,860.56	8,364.56	100,374.76
		STEP G	49.4488	3,955.90	8,571.12	102,853.50
		STEP H	50.6700	4,053.60	8,782.80	105,393.60
		STEP I	51.9214	4,153.71	8,999.70	107,996.51
		STEP J	53.2036	4,256.28	9,221.95	110,663.48
		STEP K	54.5175	4,361.40	9,449.70	113,396.40
		STEP L	55.8639	4,469.11	9,683.07	116,196.91
		STEP M	57.2435	4,579.48	9,922.20	119,066.48
B832	STREET MAINT SUPERVISOR					
		STEP A	32.5213	2,601.70	5,637.02	67,644.30
		STEP B	33.3240	2,665.92	5,776.16	69,313.92
		STEP C	34.1470	2,731.76	5,918.81	71,025.76
		STEP D	34.9903	2,799.22	6,064.98	72,779.82
		STEP E	35.8544	2,868.35	6,214.76	74,577.15
		STEP F	36.7399	2,939.19	6,368.24	76,418.99
		STEP G	37.6472	3,011.77	6,525.51	78,306.17
		STEP H	38.5770	3,086.16	6,686.68	80,240.16
		STEP I	39.5297	3,162.37	6,851.81	82,221.77
		STEP J	40.5059	3,240.47	7,021.02	84,252.27
		STEP K	41.5062	3,320.49	7,194.40	86,332.89
		STEP L	42.5312	3,402.49	7,372.07	88,464.89
		STEP M	43.5816	3,486.52	7,554.14	90,649.72
B834	URBAN FORESTER					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	35.7046	2,856.36	6,188.79	74,265.56
		STEP C	36.5863	2,926.90	6,341.62	76,099.50
		STEP D	37.4899	2,999.19	6,498.24	77,978.99
		STEP E	38.4157	3,073.25	6,658.72	79,904.65
		STEP F	39.3644	3,149.15	6,823.16	81,877.95
		STEP G	40.3366	3,226.92	6,991.67	83,900.12
		STEP H	41.3327	3,306.61	7,164.33	85,972.01
		STEP I	42.3535	3,388.28	7,341.27	88,095.28
		STEP J	43.3995	3,471.96	7,522.58	90,270.96
		STEP K	44.4713	3,557.70	7,708.35	92,500.30
		STEP L	45.5695	3,645.56	7,898.71	94,784.56
		STEP M	46.6949	3,735.59	8,093.78	97,125.39

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B835	WATER CONSERVATION ADMINSTR					
		STEP A	38.4381	3,075.04	6,662.60	79,951.24
		STEP B	39.3871	3,150.96	6,827.09	81,925.16
		STEP C	40.3598	3,228.78	6,995.69	83,948.38
		STEP D	41.3565	3,308.52	7,168.46	86,021.52
		STEP E	42.3778	3,390.22	7,345.48	88,145.82
		STEP F	43.4244	3,473.95	7,526.89	90,322.75
		STEP G	44.4968	3,559.74	7,712.77	92,553.34
		STEP H	45.5957	3,647.65	7,903.25	94,839.05
		STEP I	46.7217	3,737.73	8,098.42	97,181.13
		STEP J	47.8756	3,830.04	8,298.43	99,581.24
		STEP K	49.0579	3,924.63	8,503.36	102,040.43
		STEP L	50.2694	4,021.55	8,713.36	104,560.35
		STEP M	51.5109	4,120.87	8,928.55	107,142.67
B836	WATER DISTRIBUTION SUPERVISOR					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	35.7046	2,856.36	6,188.79	74,265.56
		STEP C	36.5863	2,926.90	6,341.62	76,099.50
		STEP D	37.4899	2,999.19	6,498.24	77,978.99
		STEP E	38.4157	3,073.25	6,658.72	79,904.65
		STEP F	39.3644	3,149.15	6,823.16	81,877.95
		STEP G	40.3366	3,226.92	6,991.67	83,900.12
		STEP H	41.3327	3,306.61	7,164.33	85,972.01
		STEP I	42.3535	3,388.28	7,341.27	88,095.28
		STEP J	43.3995	3,471.96	7,522.58	90,270.96
		STEP K	44.4713	3,557.70	7,708.35	92,500.30
		STEP L	45.5695	3,645.56	7,898.71	94,784.56
		STEP M	46.6949	3,735.59	8,093.78	97,125.39
B850	WATER DISTRIBUTION SUPT					
		STEP A	42.0794	3,366.35	7,293.76	87,525.15
		STEP B	43.7636	3,501.08	7,585.69	91,028.28
		STEP C	44.8444	3,587.55	7,773.02	93,276.35
		STEP D	45.9519	3,676.15	7,965.00	95,579.95
		STEP E	47.0867	3,766.93	8,161.69	97,940.33
		STEP F	48.2495	3,859.96	8,363.24	100,358.96
		STEP G	49.4411	3,955.28	8,569.79	102,837.48
		STEP H	50.6621	4,052.96	8,781.43	105,377.16
		STEP I	51.9133	4,153.06	8,998.30	107,979.66
		STEP J	53.1953	4,255.62	9,220.51	110,646.22
		STEP K	54.5090	4,360.72	9,448.22	113,378.72
		STEP L	55.8552	4,468.41	9,681.56	116,178.81
		STEP M	57.2346	4,578.76	9,920.66	119,047.96

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B837	WATER QUALITY LAB SUPERVISOR					
		STEP A	36.5854	2,926.83	6,341.46	76,097.63
		STEP B	37.4883	2,999.06	6,497.97	77,975.66
		STEP C	38.4141	3,073.12	6,658.44	79,901.32
		STEP D	39.3628	3,149.02	6,822.88	81,874.62
		STEP E	40.3349	3,226.79	6,991.38	83,896.59
		STEP F	41.3310	3,306.48	7,164.04	85,968.48
		STEP G	42.3517	3,388.13	7,340.96	88,091.53
		STEP H	43.3977	3,471.81	7,522.26	90,267.21
		STEP I	44.4694	3,557.55	7,708.02	92,496.35
		STEP J	45.5676	3,645.40	7,898.38	94,780.60
		STEP K	46.6930	3,735.44	8,093.45	97,121.44
		STEP L	47.8461	3,827.68	8,293.32	99,519.88
		STEP M	49.0277	3,922.21	8,498.13	101,977.61
B838	WATER TRMT PLT CHIEF OPERATOR					
		STEP A	41.8116	3,344.92	7,247.34	86,968.12
		STEP B	42.8437	3,427.49	7,426.24	89,114.89
		STEP C	43.9018	3,512.14	7,609.64	91,315.74
		STEP D	44.9859	3,598.87	7,797.55	93,570.67
		STEP E	46.0969	3,687.75	7,990.12	95,881.55
		STEP F	47.2353	3,778.82	8,187.45	98,249.42
		STEP G	48.4019	3,872.15	8,389.66	100,675.95
		STEP H	49.5972	3,967.77	8,596.84	103,162.17
		STEP I	50.8220	4,065.76	8,809.14	105,709.76
		STEP J	52.0771	4,166.16	9,026.69	108,320.36
		STEP K	53.3632	4,269.05	9,249.62	110,995.45
		STEP L	54.6811	4,374.48	9,478.05	113,736.68
		STEP M	56.0315	4,482.52	9,712.12	116,545.52
B839	WATER UTILITY MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	57.8958	4,631.66	10,035.27	120,423.26
		STEP C	59.3256	4,746.04	10,283.10	123,397.24
		STEP D	60.7907	4,863.25	10,537.05	126,444.65
		STEP E	62.2920	4,983.36	10,797.28	129,567.36
		STEP F	63.8304	5,106.43	11,063.93	132,767.23
		STEP G	65.4068	5,232.54	11,337.17	136,046.14
		STEP H	67.0220	5,361.76	11,617.14	139,405.76
		STEP I	68.6772	5,494.17	11,904.04	142,848.57
		STEP J	70.3733	5,629.86	12,198.03	146,376.46
		STEP K	72.1112	5,768.89	12,499.27	149,991.29
		STEP L	73.8921	5,911.36	12,807.96	153,695.56
		STEP M	75.7169	6,057.35	13,124.26	157,491.15

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D
Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B840	WSTWTR COLLECTION SUPT					
		STEP A	42.7094	3,416.75	7,402.96	88,835.55
		STEP B	43.7636	3,501.08	7,585.69	91,028.28
		STEP C	44.8444	3,587.55	7,773.02	93,276.35
		STEP D	45.9519	3,676.15	7,965.00	95,579.95
		STEP E	47.0867	3,766.93	8,161.69	97,940.33
		STEP F	48.2496	3,859.96	8,363.26	100,359.16
		STEP G	49.4411	3,955.28	8,569.79	102,837.48
		STEP H	50.6621	4,052.96	8,781.43	105,377.16
		STEP I	51.9133	4,153.06	8,998.30	107,979.66
		STEP J	53.1953	4,255.62	9,220.51	110,646.22
		STEP K	54.5090	4,360.72	9,448.22	113,378.72
		STEP L	55.8552	4,468.41	9,681.56	116,178.81
		STEP M	57.2346	4,578.76	9,920.66	119,047.96
B841	WSTWTR COLLECTION SUPV					
		STEP A	34.8446	2,787.56	6,039.73	72,476.76
		STEP B	35.7046	2,856.36	6,188.79	74,265.56
		STEP C	36.5863	2,926.90	6,341.62	76,099.50
		STEP D	37.4899	2,999.19	6,498.24	77,978.99
		STEP E	38.4157	3,073.25	6,658.72	79,904.65
		STEP F	39.3644	3,149.15	6,823.16	81,877.95
		STEP G	40.3366	3,226.92	6,991.67	83,900.12
		STEP H	41.3327	3,306.61	7,164.33	85,972.01
		STEP I	42.3535	3,388.28	7,341.27	88,095.28
		STEP J	43.3995	3,471.96	7,522.58	90,270.96
		STEP K	44.4713	3,557.70	7,708.35	92,500.30
		STEP L	45.5695	3,645.56	7,898.71	94,784.56
		STEP M	46.6949	3,735.59	8,093.78	97,125.39
B842	WSTWTR TRMT PLT CHIEF OPERATOR					
		STEP A	45.9993	3,679.94	7,973.21	95,678.54
		STEP B	47.1280	3,770.24	8,168.85	98,026.24
		STEP C	48.2919	3,863.35	8,370.59	100,447.15
		STEP D	49.4845	3,958.76	8,577.31	102,927.76
		STEP E	50.7066	4,056.52	8,789.14	105,469.72
		STEP F	51.9588	4,156.70	9,006.19	108,074.30
		STEP G	53.2420	4,259.36	9,228.61	110,743.36
		STEP H	54.5569	4,364.55	9,456.52	113,478.35
		STEP I	55.9042	4,472.33	9,690.06	116,280.73
		STEP J	57.2848	4,582.78	9,929.36	119,152.38
		STEP K	58.6995	4,695.96	10,174.58	122,094.96
		STEP L	60.1492	4,811.93	10,425.86	125,110.33
		STEP M	61.6346	4,930.76	10,683.33	128,199.96

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: D

Percentage:1.000

Effective Date: 07/09/2016

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B843	WSTWTR UTILITY MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	57.8958	4,631.66	10,035.27	120,423.26
		STEP C	59.3256	4,746.04	10,283.10	123,397.24
		STEP D	60.7907	4,863.25	10,537.05	126,444.65
		STEP E	62.2920	4,983.36	10,797.28	129,567.36
		STEP F	63.8304	5,106.43	11,063.93	132,767.23
		STEP G	65.4068	5,232.54	11,337.17	136,046.14
		STEP H	67.0220	5,361.76	11,617.14	139,405.76
		STEP I	68.6772	5,494.17	11,904.04	142,848.57
		STEP J	70.3733	5,629.86	12,198.03	146,376.46
		STEP K	72.1112	5,768.89	12,499.27	149,991.29
		STEP L	73.8921	5,911.36	12,807.96	153,695.56
		STEP M	75.7169	6,057.35	13,124.26	157,491.15

ORDINANCE NO. 5706

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
ORDINANCE NO. 5642, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED
BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY
ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE
JULY 9, 2016, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 5642, the Salary Ordinance for employees represented by Local 39, is hereby amended as shown on Appendix "C" attached hereto, to reflect the following changes:

ADDITION OF CLASSIFICATION:

<u>Classification No.</u>	<u>Position Title</u>	<u>Salary Range</u>
6150/B548	Recycling and Organics Coordinator	3665

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective July 9, 2016 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 July 9, 2016. 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 conspicuous locations in the City and she shall immediately after such posting enter in the Ordinance Book under the record of the ordinance a certificate under her hand stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
0035	ACCOUNTANT I	STEP A	25.4192	38.1288	2,033.53	4,405.99	52,871.93
		STEP B	26.6900	40.0350	2,135.20	4,626.26	55,515.20
		STEP C	28.0246	42.0369	2,241.96	4,857.59	58,291.16
		STEP D	29.4259	44.1388	2,354.07	5,100.48	61,205.87
		STEP E	30.8971	46.3456	2,471.76	5,355.49	64,265.96
		STEP F	32.4420	48.6630	2,595.36	5,623.28	67,479.36
		STEP G	34.0643	51.0964	2,725.14	5,904.47	70,853.74
		STEP H	35.7673	53.6509	2,861.38	6,199.66	74,395.98
0040	ACCOUNTANT II	STEP A	27.9730	41.9595	2,237.84	4,848.65	58,183.84
		STEP B	29.3715	44.0572	2,349.72	5,091.06	61,092.72
		STEP C	30.8399	46.2598	2,467.19	5,345.58	64,146.99
		STEP D	32.3820	48.5730	2,590.56	5,612.88	67,354.56
		STEP E	34.0010	51.0015	2,720.08	5,893.50	70,722.08
		STEP F	35.7013	53.5519	2,856.10	6,188.22	74,258.70
		STEP G	37.4865	56.2297	2,998.92	6,497.66	77,971.92
		STEP H	39.3605	59.0407	3,148.84	6,822.48	81,869.84
0084	ADMIN TECHNICIAN	STEP A	20.7915	31.1872	1,663.32	3,603.86	43,246.32
		STEP B	21.8313	32.7469	1,746.50	3,784.09	45,409.10
		STEP C	22.9228	34.3842	1,833.82	3,973.28	47,679.42
		STEP D	24.0689	36.1033	1,925.51	4,171.94	50,063.31
		STEP E	25.2723	37.9084	2,021.78	4,380.53	52,566.38
		STEP F	26.5360	39.8040	2,122.88	4,599.57	55,194.88
		STEP G	27.8627	41.7940	2,229.01	4,829.53	57,954.41
		STEP H	29.2559	43.8838	2,340.47	5,071.02	60,852.27
0820	ASSOC ENGINEER	STEP A	33.9437	50.9155	2,715.49	5,883.57	70,602.89
		STEP B	35.6407	53.4610	2,851.25	6,177.72	74,132.65
		STEP C	37.4230	56.1345	2,993.84	6,486.65	77,839.84
		STEP D	39.2942	58.9413	3,143.53	6,810.99	81,731.93
		STEP E	41.2590	61.8885	3,300.72	7,151.56	85,818.72
		STEP F	43.3219	64.9828	3,465.75	7,509.12	90,109.55
		STEP G	45.4878	68.2317	3,639.02	7,884.55	94,614.62
		STEP H	47.7623	71.6434	3,820.98	8,278.79	99,345.58

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
0900	ASSOC PLANNER	STEP A	30.3640	45.5460	2,429.12	5,263.09	63,157.12
		STEP B	31.8820	47.8230	2,550.56	5,526.21	66,314.56
		STEP C	33.4763	50.2144	2,678.10	5,802.55	69,630.70
		STEP D	35.1501	52.7251	2,812.00	6,092.68	73,112.20
		STEP E	36.9075	55.3612	2,952.60	6,397.30	76,767.60
		STEP F	38.7529	58.1293	3,100.23	6,717.16	80,606.03
		STEP G	40.6905	61.0357	3,255.24	7,053.02	84,636.24
		STEP H	42.7249	64.0873	3,417.99	7,405.64	88,867.79
0376	ASST CHILD CARE SITE COORD	STEP A	16.4385	24.6577	1,315.08	2,849.34	34,192.08
		STEP B	17.2604	25.8906	1,380.83	2,991.80	35,901.63
		STEP C	18.1234	27.1851	1,449.87	3,141.38	37,696.67
		STEP D	19.0296	28.5444	1,522.36	3,298.46	39,581.56
		STEP E	19.9813	29.9719	1,598.50	3,463.42	41,561.10
		STEP F	20.9802	31.4703	1,678.41	3,636.56	43,638.81
		STEP G	22.0290	33.0435	1,762.32	3,818.36	45,820.32
		STEP H	23.1306	34.6959	1,850.44	4,009.30	48,111.64
0338	ASST ENGINEER	STEP A	30.7531	46.1296	2,460.24	5,330.53	63,966.44
		STEP B	32.2906	48.4359	2,583.24	5,597.03	67,164.44
		STEP C	33.9051	50.8576	2,712.40	5,876.88	70,522.60
		STEP D	35.6005	53.4007	2,848.04	6,170.75	74,049.04
		STEP E	37.3805	56.0707	2,990.44	6,479.28	77,751.44
		STEP F	39.2494	58.8741	3,139.95	6,803.22	81,638.75
		STEP G	41.2119	61.8178	3,296.95	7,143.39	85,720.75
		STEP H	43.2725	64.9087	3,461.80	7,500.56	90,006.80
0650	ASST PLANNER	STEP A	26.4024	39.6036	2,112.19	4,576.41	54,916.99
		STEP B	27.7226	41.5839	2,217.80	4,805.25	57,663.00
		STEP C	29.1087	43.6630	2,328.69	5,045.50	60,546.09
		STEP D	30.5641	45.8461	2,445.12	5,297.77	63,573.32
		STEP E	32.0924	48.1386	2,567.39	5,562.68	66,752.19
		STEP F	33.6969	50.5453	2,695.75	5,840.79	70,089.55
		STEP G	35.3818	53.0727	2,830.54	6,132.84	73,594.14
		STEP H	37.1508	55.7262	2,972.06	6,439.47	77,273.66

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
1018	BLDG INSPECTOR I	STEP A	24.0170	36.0255	1,921.36	4,162.94	49,955.36
		STEP B	25.2177	37.8265	2,017.41	4,371.06	52,452.81
		STEP C	26.4787	39.7180	2,118.29	4,589.64	55,075.69
		STEP D	27.8023	41.7034	2,224.18	4,819.06	57,828.78
		STEP E	29.1926	43.7889	2,335.40	5,060.05	60,720.60
		STEP F	30.6523	45.9784	2,452.18	5,313.06	63,756.78
		STEP G	32.1851	48.2776	2,574.80	5,578.75	66,945.00
		STEP H	33.7942	50.6913	2,703.53	5,857.66	70,291.93
1019	BLDG INSPECTOR II	STEP A	26.4186	39.6279	2,113.48	4,579.22	54,950.68
		STEP B	27.7395	41.6092	2,219.16	4,808.18	57,698.16
		STEP C	29.1264	43.6896	2,330.11	5,048.57	60,582.91
		STEP D	30.5828	45.8742	2,446.62	5,301.01	63,612.22
		STEP E	32.1120	48.1680	2,568.96	5,566.08	66,792.96
		STEP F	33.7176	50.5764	2,697.40	5,844.38	70,132.60
		STEP G	35.4034	53.1051	2,832.27	6,136.58	73,639.07
		STEP H	37.1736	55.7604	2,973.88	6,443.42	77,321.08
1030	BLDG MAINT WORKER I	STEP A	19.8795	29.8192	1,590.36	3,445.78	41,349.36
		STEP B	20.8734	31.3101	1,669.87	3,618.05	43,416.67
		STEP C	21.9171	32.8756	1,753.36	3,798.96	45,587.56
		STEP D	23.0129	34.5193	1,841.03	3,988.90	47,866.83
		STEP E	24.1637	36.2455	1,933.09	4,188.37	50,260.49
		STEP F	25.3718	38.0577	2,029.74	4,397.77	52,773.34
		STEP G	26.6404	39.9606	2,131.23	4,617.66	55,412.03
		STEP H	27.9724	41.9586	2,237.79	4,848.54	58,182.59
1032	BLDG MAINT WORKER II	STEP A	21.8667	32.8000	1,749.33	3,790.22	45,482.73
		STEP B	22.9599	34.4398	1,836.79	3,979.71	47,756.59
		STEP C	24.1077	36.1615	1,928.61	4,178.66	50,144.01
		STEP D	25.3133	37.9699	2,025.06	4,387.63	52,651.66
		STEP E	26.5788	39.8682	2,126.30	4,606.99	55,283.90
		STEP F	27.9078	41.8617	2,232.62	4,837.35	58,048.22
		STEP G	29.3034	43.9551	2,344.27	5,079.25	60,951.07
		STEP H	30.7685	46.1527	2,461.48	5,333.20	63,998.48

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1045	BLDG PLANS EXAMINER I	STEP A	24.2958	36.4437	1,943.66	4,211.27	50,535.26
		STEP B	25.5105	38.2657	2,040.84	4,421.82	53,061.84
		STEP C	26.7861	40.1791	2,142.88	4,642.92	55,715.08
		STEP D	28.1251	42.1876	2,250.00	4,875.01	58,500.20
		STEP E	29.5316	44.2974	2,362.52	5,118.81	61,425.72
		STEP F	31.0082	46.5123	2,480.65	5,374.75	64,497.05
		STEP G	32.5588	48.8382	2,604.70	5,643.52	67,722.30
		STEP H	34.1865	51.2797	2,734.92	5,925.66	71,107.92
1047	BLDG PLANS EXAMINER II	STEP A	26.7254	40.0881	2,138.03	4,632.40	55,588.83
		STEP B	28.0616	42.0924	2,244.92	4,864.01	58,368.12
		STEP C	29.4646	44.1969	2,357.16	5,107.19	61,286.36
		STEP D	30.9379	46.4068	2,475.03	5,362.56	64,350.83
		STEP E	32.4849	48.7273	2,598.79	5,630.71	67,568.59
		STEP F	34.1091	51.1636	2,728.72	5,912.24	70,946.92
		STEP G	35.8144	53.7216	2,865.15	6,207.82	74,493.95
		STEP H	37.6052	56.4078	3,008.41	6,518.23	78,218.81
1361	BUSINESS SYSTEMS ANALYST I	STEP A	27.3634	41.0451	2,189.07	4,742.98	56,915.87
		STEP B	28.7315	43.0972	2,298.52	4,980.12	59,761.52
		STEP C	30.1680	45.2520	2,413.44	5,229.12	62,749.44
		STEP D	31.6765	47.5147	2,534.12	5,490.59	65,887.12
		STEP E	33.2604	49.8906	2,660.83	5,765.13	69,181.63
		STEP F	34.9234	52.3851	2,793.87	6,053.38	72,640.67
		STEP G	36.6695	55.0042	2,933.56	6,356.04	76,272.56
		STEP H	38.5030	57.7545	3,080.24	6,673.85	80,086.24
1362	BUSINESS SYSTEMS ANALYST II	STEP A	30.0999	45.1498	2,407.99	5,217.31	62,607.79
		STEP B	31.6048	47.4072	2,528.38	5,478.16	65,737.98
		STEP C	33.1850	49.7775	2,654.80	5,752.06	69,024.80
		STEP D	34.8442	52.2663	2,787.53	6,039.66	72,475.93
		STEP E	36.5865	54.8797	2,926.92	6,341.66	76,099.92
		STEP F	38.4160	57.6240	3,073.28	6,658.77	79,905.28
		STEP G	40.3366	60.5049	3,226.92	6,991.67	83,900.12
		STEP H	42.3533	63.5299	3,388.26	7,341.23	88,094.86

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1055	BUYER I	STEP A	21.1152	31.6728	1,689.21	3,659.96	43,919.61
		STEP B	22.1710	33.2565	1,773.68	3,842.97	46,115.68
		STEP C	23.2797	34.9195	1,862.37	4,035.14	48,421.77
		STEP D	24.4436	36.6654	1,955.48	4,236.89	50,842.68
		STEP E	25.6659	38.4988	2,053.27	4,448.75	53,385.07
		STEP F	26.9491	40.4236	2,155.92	4,671.17	56,054.12
		STEP G	28.2965	42.4447	2,263.72	4,904.72	58,856.72
		STEP H	29.7114	44.5671	2,376.91	5,149.97	61,799.71
1060	BUYER II	STEP A	23.2267	34.8400	1,858.13	4,025.96	48,311.53
		STEP B	24.3880	36.5820	1,951.04	4,227.25	50,727.04
		STEP C	25.6076	38.4114	2,048.60	4,438.65	53,263.80
		STEP D	26.8879	40.3318	2,151.03	4,660.56	55,926.83
		STEP E	28.2322	42.3483	2,258.57	4,893.58	58,722.97
		STEP F	29.6438	44.4657	2,371.50	5,138.25	61,659.10
		STEP G	31.1261	46.6891	2,490.08	5,395.19	64,742.28
		STEP H	32.6824	49.0236	2,614.59	5,664.94	67,979.39
1225	CHILD CARE SITE COORDINATOR	STEP A	19.6833	29.5249	1,574.66	3,411.77	40,941.26
		STEP B	20.6675	31.0012	1,653.40	3,582.36	42,988.40
		STEP C	21.7009	32.5513	1,736.07	3,761.48	45,137.87
		STEP D	22.7859	34.1788	1,822.87	3,949.55	47,394.67
		STEP E	23.9253	35.8879	1,914.02	4,147.05	49,764.62
		STEP F	25.1215	37.6822	2,009.72	4,354.39	52,252.72
		STEP G	26.3775	39.5662	2,110.20	4,572.10	54,865.20
		STEP H	27.6963	41.5444	2,215.70	4,800.69	57,608.30
1226	CITY CLERK TECHNICIAN I	STEP A	20.2827	30.4240	1,622.61	3,515.66	42,188.01
		STEP B	21.2969	31.9453	1,703.75	3,691.46	44,297.55
		STEP C	22.3617	33.5425	1,788.93	3,876.02	46,512.33
		STEP D	23.4798	35.2197	1,878.38	4,069.83	48,837.98
		STEP E	24.6537	36.9805	1,972.29	4,273.30	51,279.69
		STEP F	25.8864	38.8296	2,070.91	4,486.97	53,843.71
		STEP G	27.1808	40.7712	2,174.46	4,711.33	56,536.06
		STEP H	28.5397	42.8095	2,283.17	4,946.88	59,362.57

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1227	CITY CLERK TECHNICIAN II	STEP A	22.3118	33.4677	1,784.94	3,867.37	46,408.54
		STEP B	23.4272	35.1408	1,874.17	4,060.71	48,728.57
		STEP C	24.5986	36.8979	1,967.88	4,263.75	51,165.08
		STEP D	25.8287	38.7430	2,066.29	4,476.97	53,723.69
		STEP E	27.1202	40.6803	2,169.61	4,700.83	56,410.01
		STEP F	28.4762	42.7143	2,278.09	4,935.87	59,230.49
		STEP G	29.8998	44.8497	2,391.98	5,182.63	62,191.58
		STEP H	31.3948	47.0922	2,511.58	5,441.76	65,301.18
1366	CODE ENFORCEMENT INSPECTOR	STEP A	23.8335	35.7502	1,906.68	4,131.14	49,573.68
		STEP B	25.0251	37.5376	2,002.00	4,337.68	52,052.20
		STEP C	26.2764	39.4146	2,102.11	4,554.57	54,654.91
		STEP D	27.5899	41.3848	2,207.19	4,782.24	57,386.99
		STEP E	28.9696	43.4544	2,317.56	5,021.39	60,256.76
		STEP F	30.4181	45.6271	2,433.44	5,272.47	63,269.64
		STEP G	31.9392	47.9088	2,555.13	5,536.12	66,433.53
		STEP H	33.5360	50.3040	2,682.88	5,812.90	69,754.88
1401	COMMUNITY RELATIONS ANALYST	STEP A	25.5570	38.3355	2,044.56	4,429.88	53,158.56
		STEP B	26.8349	40.2523	2,146.79	4,651.38	55,816.59
		STEP C	28.1767	42.2650	2,254.13	4,883.96	58,607.53
		STEP D	29.5856	44.3784	2,366.84	5,128.17	61,538.04
		STEP E	31.0649	46.5973	2,485.19	5,384.58	64,614.99
		STEP F	32.6182	48.9273	2,609.45	5,653.82	67,845.85
		STEP G	34.2490	51.3735	2,739.92	5,936.49	71,237.92
		STEP H	35.9615	53.9422	2,876.92	6,233.32	74,799.92
1248	CONSTRUCTION INSPECTION SUPV	STEP A	31.2610	46.8915	2,500.88	5,418.57	65,022.88
		STEP B	32.8239	49.2358	2,625.91	5,689.47	68,273.71
		STEP C	34.4652	51.6978	2,757.21	5,973.96	71,687.61
		STEP D	36.1882	54.2823	2,895.05	6,272.62	75,271.45
		STEP E	37.9979	56.9968	3,039.83	6,586.30	79,035.63
		STEP F	39.8980	59.8470	3,191.84	6,915.65	82,987.84
		STEP G	41.8925	62.8387	3,351.40	7,261.36	87,136.40
		STEP H	43.9874	65.9811	3,518.99	7,624.48	91,493.79

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1432	CONSTRUCTION INSPECTOR I						
		STEP A	22.4649	33.6973	1,797.19	3,893.91	46,726.99
		STEP B	23.5882	35.3823	1,887.05	4,088.62	49,063.45
		STEP C	24.7674	37.1511	1,981.39	4,293.01	51,516.19
		STEP D	26.0058	39.0087	2,080.46	4,507.67	54,092.06
		STEP E	27.3064	40.9596	2,184.51	4,733.10	56,797.31
		STEP F	28.6715	43.0072	2,293.72	4,969.72	59,636.72
		STEP G	30.1050	45.1575	2,408.40	5,218.20	62,618.40
		STEP H	31.6105	47.4157	2,528.84	5,479.15	65,749.84
1434	CONSTRUCTION INSPECTOR II						
		STEP A	24.7122	37.0683	1,976.97	4,283.44	51,401.37
		STEP B	25.9480	38.9220	2,075.84	4,497.65	53,971.84
		STEP C	27.2453	40.8679	2,179.62	4,722.51	56,670.22
		STEP D	28.6076	42.9114	2,288.60	4,958.65	59,503.80
		STEP E	30.0379	45.0568	2,403.03	5,206.56	62,478.83
		STEP F	31.5396	47.3094	2,523.16	5,466.86	65,602.36
		STEP G	33.1168	49.6752	2,649.34	5,740.24	68,882.94
		STEP H	34.7726	52.1589	2,781.80	6,027.25	72,327.00
1450	COURIER						
		STEP A	15.4152	23.1228	1,233.21	2,671.96	32,063.61
		STEP B	16.1861	24.2791	1,294.88	2,805.59	33,667.08
		STEP C	16.9952	25.4928	1,359.61	2,945.83	35,350.01
		STEP D	17.8450	26.7675	1,427.60	3,093.13	37,117.60
		STEP E	18.7375	28.1062	1,499.00	3,247.83	38,974.00
		STEP F	19.6741	29.5111	1,573.92	3,410.17	40,922.12
		STEP G	20.6580	30.9870	1,652.64	3,580.72	42,968.64
		STEP H	21.6907	32.5360	1,735.25	3,759.72	45,116.65
1485	CUSTODIAN						
		STEP A	17.0782	25.6173	1,366.25	2,960.22	35,522.65
		STEP B	17.9321	26.8981	1,434.56	3,108.23	37,298.76
		STEP C	18.8287	28.2430	1,506.29	3,263.64	39,163.69
		STEP D	19.7700	29.6550	1,581.60	3,426.80	41,121.60
		STEP E	20.7585	31.1377	1,660.68	3,598.14	43,177.68
		STEP F	21.7964	32.6946	1,743.71	3,778.04	45,336.51
		STEP G	22.8865	34.3297	1,830.92	3,966.99	47,603.92
		STEP H	24.0307	36.0460	1,922.45	4,165.32	49,983.85

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1546	DATA MANAGEMENT SPECIALIST I	STEP A	27.9531	41.9296	2,236.24	4,845.20	58,142.44
		STEP B	28.9835	43.4752	2,318.68	5,023.80	60,285.68
		STEP C	30.4327	45.6490	2,434.61	5,275.00	63,300.01
		STEP D	31.9545	47.9317	2,556.36	5,538.78	66,465.36
		STEP E	33.5521	50.3281	2,684.16	5,815.69	69,788.36
		STEP F	35.2298	52.8447	2,818.38	6,106.49	73,277.98
		STEP G	36.9911	55.4866	2,959.28	6,411.79	76,941.48
		STEP H	38.8407	58.2610	3,107.25	6,732.38	80,788.65
1548	DATA MANAGEMENT SPECIALIST II	STEP A	30.3640	45.5460	2,429.12	5,263.09	63,157.12
		STEP B	31.8820	47.8230	2,550.56	5,526.21	66,314.56
		STEP C	33.4763	50.2144	2,678.10	5,802.55	69,630.70
		STEP D	35.1501	52.7251	2,812.00	6,092.68	73,112.20
		STEP E	36.9075	55.3612	2,952.60	6,397.30	76,767.60
		STEP F	38.7529	58.1293	3,100.23	6,717.16	80,606.03
		STEP G	40.6905	61.0357	3,255.24	7,053.02	84,636.24
		STEP H	42.7249	64.0873	3,417.99	7,405.64	88,867.79
1551	DATABASE ANALYST I	STEP A	30.0525	45.0787	2,404.20	5,209.10	62,509.20
		STEP B	31.5550	47.3325	2,524.40	5,469.53	65,634.40
		STEP C	33.1329	49.6993	2,650.63	5,743.03	68,916.43
		STEP D	34.7894	52.1841	2,783.15	6,030.16	72,361.95
		STEP E	36.5290	54.7935	2,922.32	6,331.69	75,980.32
		STEP F	38.3554	57.5331	3,068.43	6,648.26	79,779.23
		STEP G	40.2732	60.4098	3,221.85	6,980.68	83,768.25
		STEP H	42.2869	63.4303	3,382.95	7,329.72	87,956.75
1552	DATABASE ANALYST II	STEP A	33.0578	49.5867	2,644.62	5,730.01	68,760.22
		STEP B	34.7107	52.0660	2,776.85	6,016.52	72,198.25
		STEP C	36.4464	54.6696	2,915.71	6,317.37	75,808.51
		STEP D	38.2686	57.4029	3,061.48	6,633.22	79,598.68
		STEP E	40.1821	60.2731	3,214.56	6,964.89	83,578.76
		STEP F	42.1912	63.2868	3,375.29	7,313.14	87,757.69
		STEP G	44.3007	66.4510	3,544.05	7,678.78	92,145.45
		STEP H	46.5155	69.7732	3,721.24	8,062.68	96,752.24

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1660	DEPUTY CITY CLERK I	STEP A	15.6463	23.4694	1,251.70	2,712.02	32,544.30
		STEP B	16.4288	24.6432	1,314.30	2,847.65	34,171.90
		STEP C	17.2501	25.8751	1,380.00	2,990.01	35,880.20
		STEP D	18.1126	27.1689	1,449.00	3,139.51	37,674.20
		STEP E	19.0183	28.5274	1,521.46	3,296.50	39,558.06
		STEP F	19.9694	29.9541	1,597.55	3,461.36	41,536.35
		STEP G	20.9677	31.4515	1,677.41	3,634.40	43,612.81
		STEP H	22.0162	33.0243	1,761.29	3,816.14	45,793.69
1665	DEPUTY CITY CLERK II	STEP A	17.2109	25.8163	1,376.87	2,983.22	35,798.67
		STEP B	18.0715	27.1072	1,445.72	3,132.39	37,588.72
		STEP C	18.9750	28.4625	1,518.00	3,289.00	39,468.00
		STEP D	19.9239	29.8858	1,593.91	3,453.47	41,441.71
		STEP E	20.9200	31.3800	1,673.60	3,626.13	43,513.60
		STEP F	21.9660	32.9490	1,757.28	3,807.44	45,689.28
		STEP G	23.0643	34.5964	1,845.14	3,997.81	47,973.74
		STEP H	24.2176	36.3264	1,937.40	4,197.71	50,372.60
1670	DEVELOPMENT TECHNICIAN I	STEP A	21.5373	32.3059	1,722.98	3,733.13	44,797.58
		STEP B	22.6142	33.9213	1,809.13	3,919.79	47,037.53
		STEP C	23.7448	35.6172	1,899.58	4,115.76	49,389.18
		STEP D	24.9322	37.3983	1,994.57	4,321.58	51,858.97
		STEP E	26.1788	39.2682	2,094.30	4,537.65	54,451.90
		STEP F	27.4878	41.2317	2,199.02	4,764.55	57,174.62
		STEP G	28.8621	43.2931	2,308.96	5,002.76	60,033.16
		STEP H	30.3052	45.4578	2,424.41	5,252.90	63,034.81
1672	DEVELOPMENT TECHNICIAN II	STEP A	23.6910	35.5365	1,895.28	4,106.44	49,277.28
		STEP B	24.8757	37.3135	1,990.05	4,311.78	51,741.45
		STEP C	26.1193	39.1789	2,089.54	4,527.34	54,328.14
		STEP D	27.4254	41.1381	2,194.03	4,753.73	57,044.83
		STEP E	28.7966	43.1949	2,303.72	4,991.41	59,896.92
		STEP F	30.2366	45.3549	2,418.92	5,241.01	62,892.12
		STEP G	31.7483	47.6224	2,539.86	5,503.03	66,036.46
		STEP H	33.3357	50.0035	2,666.85	5,778.18	69,338.25

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2466	ENERGY PROGRAM TECHNICIAN	STEP A	20.7915	31.1872	1,663.32	3,603.86	43,246.32
		STEP B	21.8313	32.7469	1,746.50	3,784.09	45,409.10
		STEP C	22.9228	34.3842	1,833.82	3,973.28	47,679.42
		STEP D	24.0689	36.1033	1,925.51	4,171.94	50,063.31
		STEP E	25.2723	37.9084	2,021.78	4,380.53	52,566.38
		STEP F	26.5360	39.8040	2,122.88	4,599.57	55,194.88
		STEP G	27.8627	41.7940	2,229.01	4,829.53	57,954.41
		STEP H	29.2559	43.8838	2,340.47	5,071.02	60,852.27
1300	ENGINEERING TECHNICIAN I	STEP A	20.1226	30.1839	1,609.80	3,487.91	41,855.00
		STEP B	21.1287	31.6930	1,690.29	3,662.30	43,947.69
		STEP C	22.1853	33.2779	1,774.82	3,845.45	46,145.42
		STEP D	23.2945	34.9417	1,863.56	4,037.71	48,452.56
		STEP E	24.4592	36.6888	1,956.73	4,239.59	50,875.13
		STEP F	25.6820	38.5230	2,054.56	4,451.54	53,418.56
		STEP G	26.9663	40.4494	2,157.30	4,674.15	56,089.90
		STEP H	28.3146	42.4719	2,265.16	4,907.86	58,894.36
1350	ENGINEERING TECHNICIAN II	STEP A	22.1349	33.2023	1,770.79	3,836.71	46,040.59
		STEP B	23.2417	34.8625	1,859.33	4,028.56	48,342.73
		STEP C	24.4038	36.6057	1,952.30	4,229.99	50,759.90
		STEP D	25.6241	38.4361	2,049.92	4,441.51	53,298.12
		STEP E	26.9052	40.3578	2,152.41	4,663.56	55,962.81
		STEP F	28.2504	42.3756	2,260.03	4,896.73	58,760.83
		STEP G	29.6629	44.4943	2,373.03	5,141.56	61,698.83
		STEP H	31.1461	46.7191	2,491.68	5,398.65	64,783.88
2542	ENVIRONMENTAL COMPL SPEC I	STEP A	20.5911	30.8866	1,647.28	3,569.12	42,829.48
		STEP B	21.6206	32.4309	1,729.64	3,747.57	44,970.84
		STEP C	22.7016	34.0524	1,816.12	3,934.94	47,219.32
		STEP D	23.8368	35.7552	1,906.94	4,131.71	49,580.54
		STEP E	25.0286	37.5429	2,002.28	4,338.29	52,059.48
		STEP F	26.2800	39.4200	2,102.40	4,555.20	54,662.40
		STEP G	27.5941	41.3911	2,207.52	4,782.97	57,395.72
		STEP H	28.9737	43.4605	2,317.89	5,022.10	60,265.29

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2544	ENVIRONMENTAL COMPL SPEC II	STEP A	22.6494	33.9741	1,811.95	3,925.89	47,110.75
		STEP B	23.7819	35.6728	1,902.55	4,122.19	49,466.35
		STEP C	24.9710	37.4565	1,997.68	4,328.30	51,939.68
		STEP D	26.2196	39.3294	2,097.56	4,544.73	54,536.76
		STEP E	27.5306	41.2959	2,202.44	4,771.97	57,263.64
		STEP F	28.9071	43.3606	2,312.56	5,010.56	60,126.76
		STEP G	30.3524	45.5286	2,428.19	5,261.08	63,132.99
		STEP H	31.8702	47.8053	2,549.61	5,524.16	66,290.01
2560	EQUIPMENT SERVICEWORKER	STEP A	18.7292	28.0938	1,498.33	3,246.39	38,956.73
		STEP B	19.6657	29.4985	1,573.25	3,408.72	40,904.65
		STEP C	20.6491	30.9736	1,651.92	3,579.17	42,950.12
		STEP D	21.6816	32.5224	1,734.52	3,758.14	45,097.72
		STEP E	22.7656	34.1484	1,821.24	3,946.03	47,352.44
		STEP F	23.9039	35.8558	1,912.31	4,143.34	49,720.11
		STEP G	25.0990	37.6485	2,007.92	4,350.49	52,205.92
		STEP H	26.3541	39.5311	2,108.32	4,568.04	54,816.52
3334	FINANCE CLERK I	STEP A	16.1857	24.2785	1,294.85	2,805.52	33,666.25
		STEP B	16.9949	25.4923	1,359.59	2,945.78	35,349.39
		STEP C	17.8447	26.7670	1,427.57	3,093.08	37,116.97
		STEP D	18.7371	28.1056	1,498.96	3,247.76	38,973.16
		STEP E	19.6738	29.5107	1,573.90	3,410.12	40,921.50
		STEP F	20.6576	30.9864	1,652.60	3,580.65	42,967.80
		STEP G	21.6904	32.5356	1,735.23	3,759.66	45,116.03
		STEP H	22.7750	34.1625	1,822.00	3,947.66	47,372.00
3335	FINANCE CLERK II	STEP A	17.8043	26.7064	1,424.34	3,086.07	37,032.94
		STEP B	18.6947	28.0420	1,495.57	3,240.41	38,884.97
		STEP C	19.6293	29.4439	1,570.34	3,402.41	40,828.94
		STEP D	20.6106	30.9159	1,648.84	3,572.50	42,870.04
		STEP E	21.6413	32.4619	1,731.30	3,751.15	45,013.90
		STEP F	22.7233	34.0849	1,817.86	3,938.70	47,264.46
		STEP G	23.8595	35.7892	1,908.76	4,135.64	49,627.76
		STEP H	25.0524	37.5786	2,004.19	4,342.41	52,108.99

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3325	FINANCE TECHNICIAN I	STEP A	18.5859	27.8788	1,486.87	3,221.55	38,658.67
		STEP B	19.5152	29.2728	1,561.21	3,382.63	40,591.61
		STEP C	20.4910	30.7365	1,639.28	3,551.77	42,621.28
		STEP D	21.5154	32.2731	1,721.23	3,729.33	44,752.03
		STEP E	22.5913	33.8869	1,807.30	3,915.82	46,989.90
		STEP F	23.7208	35.5812	1,897.66	4,111.60	49,339.26
		STEP G	24.9069	37.3603	1,992.55	4,317.19	51,806.35
		STEP H	26.1522	39.2283	2,092.17	4,533.04	54,396.57
3326	FINANCE TECHNICIAN II	STEP A	20.4446	30.6669	1,635.56	3,543.73	42,524.76
		STEP B	21.4667	32.2000	1,717.33	3,720.89	44,650.73
		STEP C	22.5404	33.8106	1,803.23	3,907.00	46,884.03
		STEP D	23.6671	35.5006	1,893.36	4,102.29	49,227.56
		STEP E	24.8504	37.2756	1,988.03	4,307.40	51,688.83
		STEP F	26.0931	39.1396	2,087.44	4,522.80	54,273.64
		STEP G	27.3977	41.0965	2,191.81	4,748.93	56,987.21
		STEP H	28.7674	43.1511	2,301.39	4,986.34	59,836.19
3316	FINANCIAL ANALYST I	STEP A	29.7162	44.5743	2,377.29	5,150.80	61,809.69
		STEP B	31.2020	46.8030	2,496.16	5,408.34	64,900.16
		STEP C	32.7622	49.1433	2,620.97	5,678.78	68,145.37
		STEP D	34.4000	51.6000	2,752.00	5,962.66	71,552.00
		STEP E	36.1202	54.1803	2,889.61	6,260.83	75,130.01
		STEP F	37.9261	56.8891	3,034.08	6,573.85	78,886.28
		STEP G	39.8224	59.7336	3,185.79	6,902.54	82,830.59
		STEP H	41.8136	62.7204	3,345.08	7,247.69	86,972.28
3318	FINANCIAL ANALYST II	STEP A	33.5734	50.3601	2,685.87	5,819.38	69,832.67
		STEP B	35.2520	52.8780	2,820.16	6,110.34	73,324.16
		STEP C	37.0145	55.5217	2,961.16	6,415.84	76,990.16
		STEP D	38.8654	58.2981	3,109.23	6,736.66	80,840.03
		STEP E	40.8085	61.2127	3,264.68	7,073.47	84,881.68
		STEP F	42.8490	64.2735	3,427.92	7,427.16	89,125.92
		STEP G	44.9914	67.4871	3,599.31	7,798.50	93,582.11
		STEP H	47.2411	70.8616	3,779.28	8,188.45	98,261.48

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3387	FIRE TECHNICIAN I	STEP A	18.3946	27.5919	1,471.56	3,188.39	38,260.76
		STEP B	19.3141	28.9711	1,545.12	3,347.77	40,173.32
		STEP C	20.2799	30.4198	1,622.39	3,515.18	42,182.19
		STEP D	21.2940	31.9410	1,703.52	3,690.96	44,291.52
		STEP E	22.3587	33.5380	1,788.69	3,875.50	46,506.09
		STEP F	23.4765	35.2147	1,878.12	4,069.26	48,831.12
		STEP G	24.6503	36.9754	1,972.02	4,272.71	51,272.62
		STEP H	25.8828	38.8242	2,070.62	4,486.35	53,836.22
3389	FIRE TECHNICIAN II	STEP A	21.0674	31.6011	1,685.39	3,651.68	43,820.19
		STEP B	22.1208	33.1812	1,769.66	3,834.27	46,011.26
		STEP C	23.2269	34.8403	1,858.15	4,026.00	48,311.95
		STEP D	24.3885	36.5827	1,951.08	4,227.34	50,728.08
		STEP E	25.6077	38.4115	2,048.61	4,438.66	53,264.01
		STEP F	26.8881	40.3321	2,151.04	4,660.60	55,927.24
		STEP G	28.2324	42.3486	2,258.59	4,893.61	58,723.39
		STEP H	29.6442	44.4663	2,371.53	5,138.32	61,659.93
3319	FLEET MANAGEMENT TECHNICIAN	STEP A	26.0606	39.0909	2,084.84	4,517.17	54,206.04
		STEP B	27.3636	41.0454	2,189.08	4,743.02	56,916.28
		STEP C	28.7319	43.0978	2,298.55	4,980.19	59,762.35
		STEP D	30.1682	45.2523	2,413.45	5,229.15	62,749.85
		STEP E	31.6768	47.5152	2,534.14	5,490.64	65,887.74
		STEP F	33.2607	49.8910	2,660.85	5,765.18	69,182.25
		STEP G	34.9237	52.3855	2,793.89	6,053.44	72,641.29
		STEP H	36.6698	55.0047	2,933.58	6,356.09	76,273.18
3410	GIS ANALYST I	STEP A	25.9797	38.9695	2,078.37	4,503.14	54,037.77
		STEP B	27.2787	40.9180	2,182.29	4,728.30	56,739.69
		STEP C	28.6427	42.9640	2,291.41	4,964.73	59,576.81
		STEP D	30.0748	45.1122	2,405.98	5,212.96	62,555.58
		STEP E	31.5786	47.3679	2,526.28	5,473.62	65,683.48
		STEP F	33.1574	49.7361	2,652.59	5,747.28	68,967.39
		STEP G	34.8154	52.2231	2,785.23	6,034.66	72,416.03
		STEP H	36.5560	54.8340	2,924.48	6,336.37	76,036.48

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3412	GIS ANALYST II	STEP A	28.7899	43.1848	2,303.19	4,990.24	59,882.99
		STEP B	30.2294	45.3441	2,418.35	5,239.76	62,877.15
		STEP C	31.7408	47.6112	2,539.26	5,501.73	66,020.86
		STEP D	33.3277	49.9915	2,666.21	5,776.80	69,321.61
		STEP E	34.9942	52.4913	2,799.53	6,065.66	72,787.93
		STEP F	36.7440	55.1160	2,939.52	6,368.96	76,427.52
		STEP G	38.5811	57.8716	3,086.48	6,687.39	80,248.68
		STEP H	40.5101	60.7651	3,240.80	7,021.75	84,261.00
3401	HOUSING ANALYST I	STEP A	26.1457	39.2185	2,091.65	4,531.92	54,383.05
		STEP B	27.4530	41.1795	2,196.24	4,758.52	57,102.24
		STEP C	28.8256	43.2384	2,306.04	4,996.43	59,957.24
		STEP D	30.2668	45.4002	2,421.34	5,246.24	62,954.94
		STEP E	31.7801	47.6701	2,542.40	5,508.55	66,102.60
		STEP F	33.3693	50.0539	2,669.54	5,784.01	69,408.14
		STEP G	35.0377	52.5565	2,803.01	6,073.20	72,878.41
		STEP H	36.7896	55.1844	2,943.16	6,376.86	76,522.36
3402	HOUSING ANALYST II	STEP A	28.7602	43.1403	2,300.81	4,985.10	59,821.21
		STEP B	30.1983	45.2974	2,415.86	5,234.37	62,812.46
		STEP C	31.7083	47.5624	2,536.66	5,496.10	65,953.26
		STEP D	33.2936	49.9404	2,663.48	5,770.89	69,250.68
		STEP E	34.9586	52.4379	2,796.68	6,059.49	72,713.88
		STEP F	36.7064	55.0596	2,936.51	6,362.44	76,349.31
		STEP G	38.5420	57.8130	3,083.36	6,680.61	80,167.36
		STEP H	40.4687	60.7030	3,237.49	7,014.57	84,174.89
3591	HOUSING TECHNICIAN I	STEP A	18.4854	27.7281	1,478.83	3,204.13	38,449.63
		STEP B	19.4096	29.1144	1,552.76	3,364.33	40,371.96
		STEP C	20.3801	30.5701	1,630.40	3,532.55	42,390.60
		STEP D	21.3991	32.0986	1,711.92	3,709.17	44,510.12
		STEP E	22.4691	33.7036	1,797.52	3,894.64	46,735.72
		STEP F	23.5925	35.3887	1,887.40	4,089.36	49,072.40
		STEP G	24.7722	37.1583	1,981.77	4,293.84	51,526.17
		STEP H	26.0107	39.0160	2,080.85	4,508.52	54,102.25

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3592	HOUSING TECHNICIAN II						
		STEP A	20.3346	30.5019	1,626.76	3,524.66	42,295.96
		STEP B	21.3514	32.0271	1,708.11	3,700.90	44,410.91
		STEP C	22.4186	33.6279	1,793.48	3,885.89	46,630.68
		STEP D	23.5397	35.3095	1,883.17	4,080.21	48,962.57
		STEP E	24.7167	37.0750	1,977.33	4,284.22	51,410.73
		STEP F	25.9524	38.9286	2,076.19	4,498.41	53,980.99
		STEP G	27.2501	40.8751	2,180.00	4,723.35	56,680.20
		STEP H	28.6127	42.9190	2,289.01	4,959.53	59,514.41
3604	INDUSTRIAL WASTE SPECIALIST						
		STEP A	26.6112	39.9168	2,128.89	4,612.60	55,351.29
		STEP B	27.9416	41.9124	2,235.32	4,843.21	58,118.52
		STEP C	29.3386	44.0079	2,347.08	5,085.35	61,024.28
		STEP D	30.8057	46.2085	2,464.45	5,339.65	64,075.85
		STEP E	32.3460	48.5190	2,587.68	5,606.64	67,279.68
		STEP F	33.9632	50.9448	2,717.05	5,886.95	70,643.45
		STEP G	35.6614	53.4921	2,852.91	6,181.30	74,175.71
		STEP H	37.4445	56.1667	2,995.56	6,490.38	77,884.56
3610	INDUSTRIAL WASTE TECHNICIAN						
		STEP A	23.1393	34.7089	1,851.14	4,010.81	48,129.74
		STEP B	24.2962	36.4443	1,943.69	4,211.34	50,536.09
		STEP C	25.5111	38.2666	2,040.88	4,421.92	53,063.08
		STEP D	26.7866	40.1799	2,142.92	4,643.01	55,716.12
		STEP E	28.1260	42.1890	2,250.08	4,875.17	58,502.08
		STEP F	29.5323	44.2984	2,362.58	5,118.93	61,427.18
		STEP G	31.0090	46.5135	2,480.72	5,374.89	64,498.72
		STEP H	32.5593	48.8389	2,604.74	5,643.61	67,723.34
3730	INTERPRETIVE SRVC SPECIALST I						
		STEP A	19.6833	29.5249	1,574.66	3,411.77	40,941.26
		STEP B	20.6675	31.0012	1,653.40	3,582.36	42,988.40
		STEP C	21.7008	32.5512	1,736.06	3,761.47	45,137.66
		STEP D	22.7859	34.1788	1,822.87	3,949.55	47,394.67
		STEP E	23.9252	35.8878	1,914.01	4,147.03	49,764.41
		STEP F	25.1214	37.6821	2,009.71	4,354.37	52,252.51
		STEP G	26.3774	39.5661	2,110.19	4,572.08	54,864.99
		STEP H	27.6963	41.5444	2,215.70	4,800.69	57,608.30

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3732	INTERPRETIVE SRVC SPECIALST II						
		STEP A	21.6515	32.4772	1,732.12	3,752.92	45,035.12
		STEP B	22.7343	34.1014	1,818.74	3,940.61	47,287.34
		STEP C	23.8709	35.8063	1,909.67	4,137.62	49,651.47
		STEP D	25.0644	37.5966	2,005.15	4,344.49	52,133.95
		STEP E	26.3177	39.4765	2,105.41	4,561.73	54,740.81
		STEP F	27.6334	41.4501	2,210.67	4,789.78	57,477.47
		STEP G	29.0152	43.5228	2,321.21	5,029.30	60,351.61
		STEP H	30.4659	45.6988	2,437.27	5,280.75	63,369.07
5075	IRRIGATION TECHNICIAN						
		STEP A	24.2277	36.3415	1,938.21	4,199.46	50,393.61
		STEP B	25.4391	38.1586	2,035.12	4,409.44	52,913.32
		STEP C	26.7110	40.0665	2,136.88	4,629.90	55,558.88
		STEP D	28.0465	42.0697	2,243.72	4,861.39	58,336.72
		STEP E	29.4489	44.1733	2,355.91	5,104.47	61,253.71
		STEP F	30.9213	46.3819	2,473.70	5,359.69	64,316.30
		STEP G	32.4674	48.7011	2,597.39	5,627.68	67,532.19
		STEP H	34.0907	51.1360	2,727.25	5,909.05	70,908.65
3793	IT ANALYST I						
		STEP A	27.3989	41.0983	2,191.91	4,749.14	56,989.71
		STEP B	28.7688	43.1532	2,301.50	4,986.59	59,839.10
		STEP C	30.2072	45.3108	2,416.57	5,235.91	62,830.97
		STEP D	31.7176	47.5764	2,537.40	5,497.71	65,972.60
		STEP E	33.3036	49.9554	2,664.28	5,772.62	69,271.48
		STEP F	34.9688	52.4532	2,797.50	6,061.25	72,735.10
		STEP G	36.7171	55.0756	2,937.36	6,364.29	76,371.56
		STEP H	38.5530	57.8295	3,084.24	6,682.52	80,190.24
3794	IT ANALYST II						
		STEP A	30.1390	45.2085	2,411.12	5,224.09	62,689.12
		STEP B	31.6458	47.4687	2,531.66	5,485.27	65,823.26
		STEP C	33.2281	49.8421	2,658.24	5,759.53	69,114.44
		STEP D	34.8894	52.3341	2,791.15	6,047.49	72,569.95
		STEP E	36.6340	54.9510	2,930.72	6,349.89	76,198.72
		STEP F	38.4659	57.6988	3,077.27	6,667.42	80,009.07
		STEP G	40.3890	60.5835	3,231.12	7,000.76	84,009.12
		STEP H	42.4083	63.6124	3,392.66	7,350.77	88,209.26

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3616	IT PLANNING & POLICY TECH	STEP A	21.4856	32.2284	1,718.84	3,724.17	44,690.04
		STEP B	22.5596	33.8394	1,804.76	3,910.33	46,923.96
		STEP C	23.6879	35.5318	1,895.03	4,105.90	49,270.83
		STEP D	24.8723	37.3084	1,989.78	4,311.19	51,734.38
		STEP E	26.1157	39.1735	2,089.25	4,526.72	54,320.65
		STEP F	27.4216	41.1324	2,193.72	4,753.07	57,036.92
		STEP G	28.7928	43.1892	2,303.42	4,990.75	59,889.02
		STEP H	30.2321	45.3481	2,418.56	5,240.23	62,882.76
3617	IT TECHNICIAN I	STEP A	20.8834	31.3251	1,670.67	3,619.78	43,437.47
		STEP B	21.9275	32.8912	1,754.20	3,800.76	45,609.20
		STEP C	23.0238	34.5357	1,841.90	3,990.79	47,889.50
		STEP D	24.1752	36.2628	1,934.01	4,190.36	50,284.41
		STEP E	25.3840	38.0760	2,030.72	4,399.89	52,798.72
		STEP F	26.6531	39.9796	2,132.24	4,619.87	55,438.44
		STEP G	27.9858	41.9787	2,238.86	4,850.87	58,210.46
		STEP H	29.3850	44.0775	2,350.80	5,093.40	61,120.80
3618	IT TECHNICIAN II	STEP A	22.9719	34.4578	1,837.75	3,981.79	47,781.55
		STEP B	24.1202	36.1803	1,929.61	4,180.83	50,170.01
		STEP C	25.3265	37.9897	2,026.12	4,389.92	52,679.12
		STEP D	26.5928	39.8892	2,127.42	4,609.41	55,313.02
		STEP E	27.9223	41.8834	2,233.78	4,839.86	58,078.38
		STEP F	29.3185	43.9777	2,345.48	5,081.87	60,982.48
		STEP G	30.7845	46.1767	2,462.76	5,335.98	64,031.76
		STEP H	32.3235	48.4852	2,585.88	5,602.74	67,232.88
3792	JR ENGINEER	STEP A	27.9568	41.9352	2,236.54	4,845.84	58,150.14
		STEP B	29.3546	44.0319	2,348.36	5,088.13	61,057.56
		STEP C	30.8224	46.2336	2,465.79	5,342.54	64,110.59
		STEP D	32.3635	48.5452	2,589.08	5,609.67	67,316.08
		STEP E	33.9816	50.9724	2,718.52	5,890.14	70,681.72
		STEP F	35.6807	53.5210	2,854.45	6,184.65	74,215.85
		STEP G	37.4652	56.1978	2,997.21	6,493.96	77,927.61
		STEP H	39.3384	59.0076	3,147.07	6,818.65	81,823.87

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4010	LABORATORY TECHNICIAN I						
		STEP A	18.9491	28.4236	1,515.92	3,284.51	39,414.12
		STEP B	19.8967	29.8450	1,591.73	3,448.76	41,385.13
		STEP C	20.8915	31.3372	1,671.32	3,621.19	43,454.32
		STEP D	21.9361	32.9041	1,754.88	3,802.25	45,627.08
		STEP E	23.0328	34.5492	1,842.62	3,992.35	47,908.22
		STEP F	24.1847	36.2770	1,934.77	4,192.01	50,304.17
		STEP G	25.3940	38.0910	2,031.52	4,401.62	52,819.52
		STEP H	26.6636	39.9954	2,133.08	4,621.69	55,460.28
4020	LABORATORY TECHNICIAN II						
		STEP A	21.0357	31.5535	1,682.85	3,646.18	43,754.25
		STEP B	22.0875	33.1312	1,767.00	3,828.50	45,942.00
		STEP C	23.1919	34.7878	1,855.35	4,019.92	48,239.15
		STEP D	24.3516	36.5274	1,948.12	4,220.94	50,651.32
		STEP E	25.5691	38.3536	2,045.52	4,431.97	53,183.72
		STEP F	26.8477	40.2715	2,147.81	4,653.60	55,843.21
		STEP G	28.1901	42.2851	2,255.20	4,886.28	58,635.40
		STEP H	29.5995	44.3992	2,367.96	5,130.58	61,566.96
4151	LIBRARIAN I						
		STEP A	20.5906	30.8859	1,647.24	3,569.03	42,828.44
		STEP B	21.6201	32.4301	1,729.60	3,747.48	44,969.80
		STEP C	22.7012	34.0518	1,816.09	3,934.87	47,218.49
		STEP D	23.8362	35.7543	1,906.89	4,131.60	49,579.29
		STEP E	25.0280	37.5420	2,002.24	4,338.18	52,058.24
		STEP F	26.2794	39.4191	2,102.35	4,555.09	54,661.15
		STEP G	27.5933	41.3899	2,207.46	4,782.83	57,394.06
		STEP H	28.9731	43.4596	2,317.84	5,022.00	60,264.04
4152	LIBRARIAN II						
		STEP A	22.6496	33.9744	1,811.96	3,925.93	47,111.16
		STEP B	23.7820	35.6730	1,902.56	4,122.21	49,466.56
		STEP C	24.9713	37.4569	1,997.70	4,328.35	51,940.30
		STEP D	26.2198	39.3297	2,097.58	4,544.76	54,537.18
		STEP E	27.5310	41.2965	2,202.48	4,772.04	57,264.48
		STEP F	28.9072	43.3608	2,312.57	5,010.58	60,126.97
		STEP G	30.3530	45.5295	2,428.24	5,261.18	63,134.24
		STEP H	31.8703	47.8054	2,549.62	5,524.18	66,290.22

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4200	LIBRARY ASSISTANT I	STEP A	16.0709	24.1063	1,285.67	2,785.62	33,427.47
		STEP B	16.8746	25.3119	1,349.96	2,924.93	35,099.16
		STEP C	17.7182	26.5773	1,417.45	3,071.15	36,853.85
		STEP D	18.6042	27.9063	1,488.33	3,224.72	38,696.73
		STEP E	19.5343	29.3014	1,562.74	3,385.94	40,631.34
		STEP F	20.5111	30.7666	1,640.88	3,555.25	42,663.08
		STEP G	21.5366	32.3049	1,722.92	3,733.01	44,796.12
		STEP H	22.6134	33.9201	1,809.07	3,919.65	47,035.87
4210	LIBRARY ASSISTANT II	STEP A	17.6780	26.5170	1,414.24	3,064.18	36,770.24
		STEP B	18.5621	27.8431	1,484.96	3,217.43	38,609.16
		STEP C	19.4901	29.2351	1,559.20	3,378.28	40,539.40
		STEP D	20.4645	30.6967	1,637.16	3,547.18	42,566.16
		STEP E	21.4878	32.2317	1,719.02	3,724.55	44,694.62
		STEP F	22.5622	33.8433	1,804.97	3,910.78	46,929.37
		STEP G	23.6903	35.5354	1,895.22	4,106.31	49,275.82
		STEP H	24.8748	37.3122	1,989.98	4,311.63	51,739.58
4250	LIBRARY TECHNICIAN	STEP A	21.5303	32.2954	1,722.42	3,731.91	44,783.02
		STEP B	22.6070	33.9105	1,808.56	3,918.54	47,022.56
		STEP C	23.7372	35.6058	1,898.97	4,114.44	49,373.37
		STEP D	24.9241	37.3861	1,993.92	4,320.17	51,842.12
		STEP E	26.1703	39.2554	2,093.62	4,536.18	54,434.22
		STEP F	27.4787	41.2180	2,198.29	4,762.97	57,155.69
		STEP G	28.8527	43.2790	2,308.21	5,001.13	60,013.61
		STEP H	30.2953	45.4429	2,423.62	5,251.18	63,014.22
4516	MARKETING & COMMUNIC ANLYST I	STEP A	23.2339	34.8508	1,858.71	4,027.20	48,326.51
		STEP B	24.3953	36.5929	1,951.62	4,228.51	50,742.22
		STEP C	25.6152	38.4228	2,049.21	4,439.96	53,279.61
		STEP D	26.8960	40.3440	2,151.68	4,661.97	55,943.68
		STEP E	28.2407	42.3610	2,259.25	4,895.05	58,740.65
		STEP F	29.6529	44.4793	2,372.23	5,139.83	61,678.03
		STEP G	31.1355	46.7032	2,490.84	5,396.82	64,761.84
		STEP H	32.6923	49.0384	2,615.38	5,666.66	67,999.98

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4517	MARKETING & COMMUNIC ANLYST II	STEP A	25.5570	38.3355	2,044.56	4,429.88	53,158.56
		STEP B	26.8349	40.2523	2,146.79	4,651.38	55,816.59
		STEP C	28.1767	42.2650	2,254.13	4,883.96	58,607.53
		STEP D	29.5856	44.3784	2,366.84	5,128.17	61,538.04
		STEP E	31.0649	46.5973	2,485.19	5,384.58	64,614.99
		STEP F	32.6182	48.9273	2,609.45	5,653.82	67,845.85
		STEP G	34.2490	51.3735	2,739.92	5,936.49	71,237.92
		STEP H	35.9615	53.9422	2,876.92	6,233.32	74,799.92
4500	MECHANIC I	STEP A	21.5375	32.3062	1,723.00	3,733.16	44,798.00
		STEP B	22.6145	33.9217	1,809.16	3,919.84	47,038.16
		STEP C	23.7451	35.6176	1,899.60	4,115.81	49,389.80
		STEP D	24.9324	37.3986	1,994.59	4,321.61	51,859.39
		STEP E	26.1791	39.2686	2,094.32	4,537.71	54,452.52
		STEP F	27.4880	41.2320	2,199.04	4,764.58	57,175.04
		STEP G	28.8624	43.2936	2,308.99	5,002.81	60,033.79
		STEP H	30.3055	45.4582	2,424.44	5,252.95	63,035.44
4501	MECHANIC II	STEP A	23.6913	35.5369	1,895.30	4,106.49	49,277.90
		STEP B	24.8760	37.3140	1,990.08	4,311.84	51,742.08
		STEP C	26.1198	39.1797	2,089.58	4,527.43	54,329.18
		STEP D	27.4259	41.1388	2,194.07	4,753.82	57,045.87
		STEP E	28.7972	43.1958	2,303.77	4,991.51	59,898.17
		STEP F	30.2371	45.3556	2,418.96	5,241.09	62,893.16
		STEP G	31.7490	47.6235	2,539.92	5,503.16	66,037.92
		STEP H	33.3367	50.0050	2,666.93	5,778.36	69,340.33
4504	METER READER	STEP A	19.1087	28.6630	1,528.69	3,312.17	39,746.09
		STEP B	20.0642	30.0963	1,605.13	3,477.79	41,733.53
		STEP C	21.0673	31.6009	1,685.38	3,651.66	43,819.98
		STEP D	22.1207	33.1810	1,769.65	3,834.25	46,011.05
		STEP E	23.2267	34.8400	1,858.13	4,025.96	48,311.53
		STEP F	24.3881	36.5821	1,951.04	4,227.27	50,727.24
		STEP G	25.6076	38.4114	2,048.60	4,438.65	53,263.80
		STEP H	26.8880	40.3320	2,151.04	4,660.58	55,927.04

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4534	METER SERVICE WORKER						
		STEP A	20.0640	30.0960	1,605.12	3,477.76	41,733.12
		STEP B	21.0670	31.6005	1,685.36	3,651.61	43,819.36
		STEP C	22.1205	33.1807	1,769.64	3,834.22	46,010.64
		STEP D	23.2265	34.8397	1,858.12	4,025.92	48,311.12
		STEP E	24.3878	36.5817	1,951.02	4,227.21	50,726.62
		STEP F	25.6072	38.4108	2,048.57	4,438.58	53,262.97
		STEP G	26.8874	40.3311	2,150.99	4,660.48	55,925.79
		STEP H	28.2319	42.3478	2,258.55	4,893.52	58,722.35
4862	NATURAL RESOURCES TECHNICIAN						
		STEP A	23.6910	35.5365	1,895.28	4,106.44	49,277.28
		STEP B	24.8757	37.3135	1,990.05	4,311.78	51,741.45
		STEP C	26.1193	39.1789	2,089.54	4,527.34	54,328.14
		STEP D	27.4254	41.1381	2,194.03	4,753.73	57,044.83
		STEP E	28.7966	43.1949	2,303.72	4,991.41	59,896.92
		STEP F	30.2366	45.3549	2,418.92	5,241.01	62,892.12
		STEP G	31.7483	47.6224	2,539.86	5,503.03	66,036.46
		STEP H	33.3357	50.0035	2,666.85	5,778.18	69,338.25
4870	NATURAL RESOURCES WKR I						
		STEP A	18.2400	27.3600	1,459.20	3,161.60	37,939.20
		STEP B	19.1521	28.7281	1,532.16	3,319.69	39,836.36
		STEP C	20.1097	30.1645	1,608.77	3,485.68	41,828.17
		STEP D	21.1152	31.6728	1,689.21	3,659.96	43,919.61
		STEP E	22.1709	33.2563	1,773.67	3,842.95	46,115.47
		STEP F	23.2795	34.9192	1,862.36	4,035.11	48,421.36
		STEP G	24.4435	36.6652	1,955.48	4,236.87	50,842.48
		STEP H	25.6656	38.4984	2,053.24	4,448.70	53,384.44
4872	NATURAL RESOURCES WKR II						
		STEP A	20.0642	30.0963	1,605.13	3,477.79	41,733.53
		STEP B	21.0675	31.6012	1,685.40	3,651.70	43,820.40
		STEP C	22.1208	33.1812	1,769.66	3,834.27	46,011.26
		STEP D	23.2268	34.8402	1,858.14	4,025.97	48,311.74
		STEP E	24.3882	36.5823	1,951.05	4,227.28	50,727.45
		STEP F	25.6076	38.4114	2,048.60	4,438.65	53,263.80
		STEP G	26.8880	40.3320	2,151.04	4,660.58	55,927.04
		STEP H	28.2324	42.3486	2,258.59	4,893.61	58,723.39

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4956	OFFICE ASSISTANT I	STEP A	15.4152	23.1228	1,233.21	2,671.96	32,063.61
		STEP B	16.1861	24.2791	1,294.88	2,805.59	33,667.08
		STEP C	16.9952	25.4928	1,359.61	2,945.83	35,350.01
		STEP D	17.8450	26.7675	1,427.60	3,093.13	37,117.60
		STEP E	18.7375	28.1062	1,499.00	3,247.83	38,974.00
		STEP F	19.6741	29.5111	1,573.92	3,410.17	40,922.12
		STEP G	20.6580	30.9870	1,652.64	3,580.72	42,968.64
		STEP H	21.6907	32.5360	1,735.25	3,759.72	45,116.65
4957	OFFICE ASSISTANT II	STEP A	16.9566	25.4349	1,356.52	2,939.14	35,269.72
		STEP B	17.8045	26.7067	1,424.36	3,086.11	37,033.36
		STEP C	18.6948	28.0422	1,495.58	3,240.43	38,885.18
		STEP D	19.6295	29.4442	1,570.36	3,402.44	40,829.36
		STEP E	20.6108	30.9162	1,648.86	3,572.53	42,870.46
		STEP F	21.6415	32.4622	1,731.32	3,751.19	45,014.32
		STEP G	22.7236	34.0854	1,817.88	3,938.75	47,265.08
		STEP H	23.8597	35.7895	1,908.77	4,135.68	49,628.17
5070	PARKS MAINTENANCE WORKER I	STEP A	17.3715	26.0572	1,389.72	3,011.06	36,132.72
		STEP B	18.2402	27.3603	1,459.21	3,161.63	37,939.61
		STEP C	19.1521	28.7281	1,532.16	3,319.69	39,836.36
		STEP D	20.1098	30.1647	1,608.78	3,485.69	41,828.38
		STEP E	21.1151	31.6726	1,689.20	3,659.95	43,919.40
		STEP F	22.1708	33.2562	1,773.66	3,842.93	46,115.26
		STEP G	23.2795	34.9192	1,862.36	4,035.11	48,421.36
		STEP H	24.4435	36.6652	1,955.48	4,236.87	50,842.48
5080	PARKS MAINTENANCE WORKER II	STEP A	19.1087	28.6630	1,528.69	3,312.17	39,746.09
		STEP B	20.0642	30.0963	1,605.13	3,477.79	41,733.53
		STEP C	21.0673	31.6009	1,685.38	3,651.66	43,819.98
		STEP D	22.1207	33.1810	1,769.65	3,834.25	46,011.05
		STEP E	23.2267	34.8400	1,858.13	4,025.96	48,311.53
		STEP F	24.3884	36.5826	1,951.07	4,227.32	50,727.87
		STEP G	25.6076	38.4114	2,048.60	4,438.65	53,263.80
		STEP H	26.8880	40.3320	2,151.04	4,660.58	55,927.04

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5045	PARKS, REC & LIBRARIES TECH	STEP A	22.1530	33.2295	1,772.24	3,839.85	46,078.24
		STEP B	23.2608	34.8912	1,860.86	4,031.87	48,382.46
		STEP C	24.4237	36.6355	1,953.89	4,233.44	50,801.29
		STEP D	25.6449	38.4673	2,051.59	4,445.11	53,341.39
		STEP E	26.9272	40.3908	2,154.17	4,667.38	56,008.57
		STEP F	28.2734	42.4101	2,261.87	4,900.72	58,808.67
		STEP G	29.6872	44.5308	2,374.97	5,145.78	61,749.37
		STEP H	31.1715	46.7572	2,493.72	5,403.06	64,836.72
5245	PERMIT ANALYST	STEP A	30.3640	45.5460	2,429.12	5,263.09	63,157.12
		STEP B	31.8820	47.8230	2,550.56	5,526.21	66,314.56
		STEP C	33.4763	50.2144	2,678.10	5,802.55	69,630.70
		STEP D	35.1501	52.7251	2,812.00	6,092.68	73,112.20
		STEP E	36.9075	55.3612	2,952.60	6,397.30	76,767.60
		STEP F	38.7529	58.1293	3,100.23	6,717.16	80,606.03
		STEP G	40.6905	61.0357	3,255.24	7,053.02	84,636.24
		STEP H	42.7249	64.0873	3,417.99	7,405.64	88,867.79
5277	PERMITS TECHNICIAN I	STEP A	21.5373	32.3059	1,722.98	3,733.13	44,797.58
		STEP B	22.6142	33.9213	1,809.13	3,919.79	47,037.53
		STEP C	23.7448	35.6172	1,899.58	4,115.76	49,389.18
		STEP D	24.9322	37.3983	1,994.57	4,321.58	51,858.97
		STEP E	26.1788	39.2682	2,094.30	4,537.65	54,451.90
		STEP F	27.4878	41.2317	2,199.02	4,764.55	57,174.62
		STEP G	28.8621	43.2931	2,308.96	5,002.76	60,033.16
		STEP H	30.3052	45.4578	2,424.41	5,252.90	63,034.81
5279	PERMITS TECHNICIAN II	STEP A	23.6910	35.5365	1,895.28	4,106.44	49,277.28
		STEP B	24.8757	37.3135	1,990.05	4,311.78	51,741.45
		STEP C	26.1193	39.1789	2,089.54	4,527.34	54,328.14
		STEP D	27.4254	41.1381	2,194.03	4,753.73	57,044.83
		STEP E	28.7966	43.1949	2,303.72	4,991.41	59,896.92
		STEP F	30.2366	45.3549	2,418.92	5,241.01	62,892.12
		STEP G	31.7483	47.6224	2,539.86	5,503.03	66,036.46
		STEP H	33.3357	50.0035	2,666.85	5,778.18	69,338.25

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5311	PLANNING SYSTEMS ANALYST	STEP A	30.3640	45.5460	2,429.12	5,263.09	63,157.12
		STEP B	31.8820	47.8230	2,550.56	5,526.21	66,314.56
		STEP C	33.4763	50.2144	2,678.10	5,802.55	69,630.70
		STEP D	35.1501	52.7251	2,812.00	6,092.68	73,112.20
		STEP E	36.9075	55.3612	2,952.60	6,397.30	76,767.60
		STEP F	38.7529	58.1293	3,100.23	6,717.16	80,606.03
		STEP G	40.6905	61.0357	3,255.24	7,053.02	84,636.24
		STEP H	42.7249	64.0873	3,417.99	7,405.64	88,867.79
5314	PLANNING SYSTEMS TECHNICIAN I	STEP A	21.5373	32.3059	1,722.98	3,733.13	44,797.58
		STEP B	22.6142	33.9213	1,809.13	3,919.79	47,037.53
		STEP C	23.7449	35.6173	1,899.59	4,115.78	49,389.39
		STEP D	24.9322	37.3983	1,994.57	4,321.58	51,858.97
		STEP E	26.1788	39.2682	2,094.30	4,537.65	54,451.90
		STEP F	27.4879	41.2318	2,199.03	4,764.56	57,174.83
		STEP G	28.8622	43.2933	2,308.97	5,002.78	60,033.37
		STEP H	30.3053	45.4579	2,424.42	5,252.91	63,035.02
5315	PLANNING SYSTEMS TECHNICIAN II	STEP A	23.6910	35.5365	1,895.28	4,106.44	49,277.28
		STEP B	24.8757	37.3135	1,990.05	4,311.78	51,741.45
		STEP C	26.1193	39.1789	2,089.54	4,527.34	54,328.14
		STEP D	27.4254	41.1381	2,194.03	4,753.73	57,044.83
		STEP E	28.7966	43.1949	2,303.72	4,991.41	59,896.92
		STEP F	30.2366	45.3549	2,418.92	5,241.01	62,892.12
		STEP G	31.7483	47.6224	2,539.86	5,503.03	66,036.46
		STEP H	33.3357	50.0035	2,666.85	5,778.18	69,338.25
5560	PROJECT COORDINATOR	STEP A	27.1835	40.7752	2,174.68	4,711.80	56,541.68
		STEP B	28.5427	42.8140	2,283.41	4,947.40	59,368.81
		STEP C	29.9697	44.9545	2,397.57	5,194.74	62,336.97
		STEP D	31.4681	47.2021	2,517.44	5,454.47	65,453.64
		STEP E	33.0416	49.5624	2,643.32	5,727.21	68,726.52
		STEP F	34.6937	52.0405	2,775.49	6,013.57	72,162.89
		STEP G	36.4285	54.6427	2,914.28	6,314.27	75,771.28
		STEP H	38.2498	57.3747	3,059.98	6,629.96	79,559.58

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5562	PROJECT PLANNER	STEP A	33.3995	50.0992	2,671.96	5,789.24	69,470.96
		STEP B	35.0693	52.6039	2,805.54	6,078.67	72,944.14
		STEP C	36.8228	55.2342	2,945.82	6,382.61	76,591.42
		STEP D	38.6640	57.9960	3,093.12	6,701.76	80,421.12
		STEP E	40.5972	60.8958	3,247.77	7,036.84	84,442.17
		STEP F	42.6270	63.9405	3,410.16	7,388.68	88,664.16
		STEP G	44.7584	67.1376	3,580.67	7,758.12	93,097.47
		STEP H	46.9963	70.4944	3,759.70	8,146.02	97,752.30
6121	RECREATION COORDINATOR I	STEP A	19.6833	29.5249	1,574.66	3,411.77	40,941.26
		STEP B	20.6675	31.0012	1,653.40	3,582.36	42,988.40
		STEP C	21.7008	32.5512	1,736.06	3,761.47	45,137.66
		STEP D	22.7859	34.1788	1,822.87	3,949.55	47,394.67
		STEP E	23.9252	35.8878	1,914.01	4,147.03	49,764.41
		STEP F	25.1214	37.6821	2,009.71	4,354.37	52,252.51
		STEP G	26.3774	39.5661	2,110.19	4,572.08	54,864.99
		STEP H	27.6963	41.5444	2,215.70	4,800.69	57,608.30
6122	RECREATION COORDINATOR II	STEP A	21.6515	32.4772	1,732.12	3,752.92	45,035.12
		STEP B	22.7343	34.1014	1,818.74	3,940.61	47,287.34
		STEP C	23.8709	35.8063	1,909.67	4,137.62	49,651.47
		STEP D	25.0644	37.5966	2,005.15	4,344.49	52,133.95
		STEP E	26.3177	39.4765	2,105.41	4,561.73	54,740.81
		STEP F	27.6334	41.4501	2,210.67	4,789.78	57,477.47
		STEP G	29.0152	43.5228	2,321.21	5,029.30	60,351.61
		STEP H	30.4659	45.6988	2,437.27	5,280.75	63,369.07
6150	RECYCLING & ORGANICS COORDNTR	STEP A	26.0469	39.0703	2,083.75	4,514.79	54,177.55
		STEP B	27.3493	41.0239	2,187.94	4,740.54	56,886.54
		STEP C	28.7167	43.0750	2,297.33	4,977.56	59,730.73
		STEP D	30.1526	45.2289	2,412.20	5,226.45	62,717.40
		STEP E	31.6602	47.4903	2,532.81	5,487.76	65,853.21
		STEP F	33.2432	49.8648	2,659.45	5,762.15	69,145.85
		STEP G	34.9054	52.3581	2,792.43	6,050.26	72,603.23
		STEP H	36.6507	54.9760	2,932.05	6,352.78	76,233.45

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6225	REFUSE MAINTENANCE WORKER I	STEP A	16.8361	25.2541	1,346.88	2,918.25	35,019.08
		STEP B	17.6779	26.5168	1,414.23	3,064.16	36,770.03
		STEP C	18.5620	27.8430	1,484.96	3,217.41	38,608.96
		STEP D	19.4900	29.2350	1,559.20	3,378.26	40,539.20
		STEP E	20.4644	30.6966	1,637.15	3,547.16	42,565.95
		STEP F	21.4877	32.2315	1,719.01	3,724.53	44,694.41
		STEP G	22.5621	33.8431	1,804.96	3,910.76	46,929.16
		STEP H	23.6901	35.5351	1,895.20	4,106.28	49,275.40
6226	REFUSE MAINTENANCE WORKER II	STEP A	20.0640	30.0960	1,605.12	3,477.76	41,733.12
		STEP B	21.0670	31.6005	1,685.36	3,651.61	43,819.36
		STEP C	22.1205	33.1807	1,769.64	3,834.22	46,010.64
		STEP D	23.2265	34.8397	1,858.12	4,025.92	48,311.12
		STEP E	24.3878	36.5817	1,951.02	4,227.21	50,726.62
		STEP F	25.6072	38.4108	2,048.57	4,438.58	53,262.97
		STEP G	26.8874	40.3311	2,150.99	4,660.48	55,925.79
		STEP H	28.2319	42.3478	2,258.55	4,893.52	58,722.35
6302	REFUSE TRUCK DRIVER I	STEP A	17.9684	26.9526	1,437.47	3,114.52	37,374.27
		STEP B	18.8668	28.3002	1,509.34	3,270.24	39,242.94
		STEP C	19.8102	29.7153	1,584.81	3,433.76	41,205.21
		STEP D	20.8008	31.2012	1,664.06	3,605.47	43,265.66
		STEP E	21.8408	32.7612	1,747.26	3,785.73	45,428.86
		STEP F	22.9329	34.3993	1,834.63	3,975.03	47,700.43
		STEP G	24.0795	36.1192	1,926.36	4,173.78	50,085.36
		STEP H	25.2834	37.9251	2,022.67	4,382.45	52,589.47
6304	REFUSE TRUCK DRIVER II	STEP A	21.0674	31.6011	1,685.39	3,651.68	43,820.19
		STEP B	22.1208	33.1812	1,769.66	3,834.27	46,011.26
		STEP C	23.2269	34.8403	1,858.15	4,026.00	48,311.95
		STEP D	24.3885	36.5827	1,951.08	4,227.34	50,728.08
		STEP E	25.6077	38.4115	2,048.61	4,438.66	53,264.01
		STEP F	26.8881	40.3321	2,151.04	4,660.60	55,927.24
		STEP G	28.2324	42.3486	2,258.59	4,893.61	58,723.39
		STEP H	29.6442	44.4663	2,371.53	5,138.32	61,659.93

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7324	SOLID WASTE BILLING TECH						
		STEP A	20.4446	30.6669	1,635.56	3,543.73	42,524.76
		STEP B	21.4667	32.2000	1,717.33	3,720.89	44,650.73
		STEP C	22.5404	33.8106	1,803.23	3,907.00	46,884.03
		STEP D	23.6671	35.5006	1,893.36	4,102.29	49,227.56
		STEP E	24.8504	37.2756	1,988.03	4,307.40	51,688.83
		STEP F	26.0931	39.1396	2,087.44	4,522.80	54,273.64
		STEP G	27.3977	41.0965	2,191.81	4,748.93	56,987.21
		STEP H	28.7674	43.1511	2,301.39	4,986.34	59,836.19
7117	SR BUILDING INSPECTOR						
		STEP A	29.0604	43.5906	2,324.83	5,037.13	60,445.63
		STEP B	30.5134	45.7701	2,441.07	5,288.98	63,467.87
		STEP C	32.0392	48.0588	2,563.13	5,553.46	66,641.53
		STEP D	33.6411	50.4616	2,691.28	5,831.12	69,973.48
		STEP E	35.3232	52.9848	2,825.85	6,122.68	73,472.25
		STEP F	37.0895	55.6342	2,967.16	6,428.84	77,146.16
		STEP G	38.9438	58.4157	3,115.50	6,750.25	81,003.10
		STEP H	40.8910	61.3365	3,271.28	7,087.77	85,053.28
7119	SR BUILDING MAINTENANCE WKR						
		STEP A	24.2471	36.3706	1,939.76	4,202.83	50,433.96
		STEP B	25.4593	38.1889	2,036.74	4,412.94	52,955.34
		STEP C	26.7325	40.0987	2,138.60	4,633.63	55,603.60
		STEP D	28.0691	42.1036	2,245.52	4,865.31	58,383.72
		STEP E	29.4726	44.2089	2,357.80	5,108.58	61,303.00
		STEP F	30.9463	46.4194	2,475.70	5,364.02	64,368.30
		STEP G	32.4934	48.7401	2,599.47	5,632.18	67,586.27
		STEP H	34.1181	51.1771	2,729.44	5,913.80	70,965.64
7195	SR BUILDING PLANS EXAMINER						
		STEP A	29.3978	44.0967	2,351.82	5,095.61	61,147.42
		STEP B	30.8677	46.3015	2,469.41	5,350.40	64,204.81
		STEP C	32.4112	48.6168	2,592.89	5,617.94	67,415.29
		STEP D	34.0317	51.0475	2,722.53	5,898.82	70,785.93
		STEP E	35.7333	53.5999	2,858.66	6,193.77	74,325.26
		STEP F	37.5201	56.2801	3,001.60	6,503.48	78,041.80
		STEP G	39.3960	59.0940	3,151.68	6,828.64	81,943.68
		STEP H	41.3658	62.0487	3,309.26	7,170.07	86,040.86

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7139	SR BUYER	STEP A	25.5494	38.3241	2,043.95	4,428.56	53,142.75
		STEP B	26.8269	40.2403	2,146.15	4,650.00	55,799.95
		STEP C	28.1683	42.2524	2,253.46	4,882.50	58,590.06
		STEP D	29.5767	44.3650	2,366.13	5,126.62	61,519.53
		STEP E	31.0555	46.5832	2,484.44	5,382.95	64,595.44
		STEP F	32.6083	48.9124	2,608.66	5,652.10	67,825.26
		STEP G	34.2387	51.3580	2,739.09	5,934.70	71,216.49
		STEP H	35.9506	53.9259	2,876.04	6,231.43	74,777.24
7134	SR CODE ENFORCEMENT INSPECTOR	STEP A	29.0604	43.5906	2,324.83	5,037.13	60,445.63
		STEP B	30.5134	45.7701	2,441.07	5,288.98	63,467.87
		STEP C	32.0392	48.0588	2,563.13	5,553.46	66,641.53
		STEP D	33.6411	50.4616	2,691.28	5,831.12	69,973.48
		STEP E	35.3232	52.9848	2,825.85	6,122.68	73,472.25
		STEP F	37.0895	55.6342	2,967.16	6,428.84	77,146.16
		STEP G	38.9438	58.4157	3,115.50	6,750.25	81,003.10
		STEP H	40.8910	61.3365	3,271.28	7,087.77	85,053.28
7121	SR CONSTRUCTION INSPECTOR	STEP A	27.1835	40.7752	2,174.68	4,711.80	56,541.68
		STEP B	28.5427	42.8140	2,283.41	4,947.40	59,368.81
		STEP C	29.9697	44.9545	2,397.57	5,194.74	62,336.97
		STEP D	31.4681	47.2021	2,517.44	5,454.47	65,453.64
		STEP E	33.0415	49.5622	2,643.32	5,727.19	68,726.32
		STEP F	34.6937	52.0405	2,775.49	6,013.57	72,162.89
		STEP G	36.4286	54.6429	2,914.28	6,314.29	75,771.48
		STEP H	38.2498	57.3747	3,059.98	6,629.96	79,559.58
7144	SR CUSTODIAN	STEP A	18.7860	28.1790	1,502.88	3,256.24	39,074.88
		STEP B	19.7253	29.5879	1,578.02	3,419.05	41,028.62
		STEP C	20.7114	31.0671	1,656.91	3,589.97	43,079.71
		STEP D	21.7470	32.6205	1,739.76	3,769.48	45,233.76
		STEP E	22.8342	34.2513	1,826.73	3,957.92	47,495.13
		STEP F	23.9761	35.9641	1,918.08	4,155.85	49,870.28
		STEP G	25.1749	37.7623	2,013.99	4,363.64	52,363.79
		STEP H	26.4336	39.6504	2,114.68	4,581.82	54,981.88

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Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
7162	SR ENGINEERING TECHNICIAN	STEP A	24.4691	36.7036	1,957.52	4,241.31	50,895.72
		STEP B	25.6929	38.5393	2,055.43	4,453.43	53,441.23
		STEP C	26.9773	40.4659	2,158.18	4,676.06	56,112.78
		STEP D	28.3262	42.4893	2,266.09	4,909.87	58,918.49
		STEP E	29.7425	44.6137	2,379.40	5,155.36	61,864.40
		STEP F	31.2295	46.8442	2,498.36	5,413.11	64,957.36
		STEP G	32.7913	49.1869	2,623.30	5,683.82	68,205.90
		STEP H	34.4307	51.6460	2,754.45	5,967.98	71,615.85
7146	SR FINANCE CLERK	STEP A	19.5821	29.3731	1,566.56	3,394.23	40,730.76
		STEP B	20.5612	30.8418	1,644.89	3,563.94	42,767.29
		STEP C	21.5893	32.3839	1,727.14	3,742.14	44,905.74
		STEP D	22.6687	34.0030	1,813.49	3,929.24	47,150.89
		STEP E	23.8022	35.7033	1,904.17	4,125.71	49,508.57
		STEP F	24.9923	37.4884	1,999.38	4,332.00	51,983.98
		STEP G	26.2418	39.3627	2,099.34	4,548.57	54,582.94
		STEP H	27.5540	41.3310	2,204.32	4,776.02	57,312.32
7147	SR FINANCE TECHNICIAN	STEP A	22.4889	33.7333	1,799.11	3,898.07	46,776.91
		STEP B	23.6134	35.4201	1,889.07	4,092.98	49,115.87
		STEP C	24.7941	37.1911	1,983.52	4,297.64	51,571.72
		STEP D	27.3356	41.0034	2,186.84	4,738.17	56,858.04
		STEP F	28.7024	43.0536	2,296.19	4,975.08	59,700.99
		STEP G	30.1373	45.2059	2,410.98	5,223.79	62,685.58
		STEP H	31.6442	47.4663	2,531.53	5,484.99	65,819.93
7148	SR HOUSING TECHNICIAN	STEP A	23.0572	34.5858	1,844.57	3,996.58	47,958.97
		STEP B	24.2100	36.3150	1,936.80	4,196.40	50,356.80
		STEP C	25.4206	38.1309	2,033.64	4,406.23	52,874.84
		STEP D	26.6915	40.0372	2,135.32	4,626.52	55,518.32
		STEP E	28.0263	42.0394	2,242.10	4,857.89	58,294.70
		STEP F	29.4275	44.1412	2,354.20	5,100.76	61,209.20
		STEP G	30.8989	46.3483	2,471.91	5,355.80	64,269.71
		STEP H	32.4439	48.6658	2,595.51	5,623.60	67,483.31

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7149	SR IT TECHNICIAN	STEP A	25.2686	37.9029	2,021.48	4,379.89	52,558.68
		STEP B	26.5322	39.7983	2,122.57	4,598.91	55,186.97
		STEP C	27.8588	41.7882	2,228.70	4,828.85	57,946.30
		STEP D	29.2516	43.8774	2,340.12	5,070.27	60,843.32
		STEP E	30.7143	46.0714	2,457.14	5,323.81	63,885.74
		STEP F	32.2500	48.3750	2,580.00	5,590.00	67,080.00
		STEP G	33.8626	50.7939	2,709.00	5,869.51	70,434.20
		STEP H	35.5557	53.3335	2,844.45	6,162.98	73,955.85
7189	SR MECHANIC	STEP A	26.0606	39.0909	2,084.84	4,517.17	54,206.04
		STEP B	27.3636	41.0454	2,189.08	4,743.02	56,916.28
		STEP C	28.7319	43.0978	2,298.55	4,980.19	59,762.35
		STEP D	30.1682	45.2523	2,413.45	5,229.15	62,749.85
		STEP E	31.6768	47.5152	2,534.14	5,490.64	65,887.74
		STEP F	33.2607	49.8910	2,660.85	5,765.18	69,182.25
		STEP G	34.9237	52.3855	2,793.89	6,053.44	72,641.29
		STEP H	36.6698	55.0047	2,933.58	6,356.09	76,273.18
7200	SR METER SERVICE WORKER	STEP A	22.0704	33.1056	1,765.63	3,825.53	45,906.43
		STEP B	23.1739	34.7608	1,853.91	4,016.80	48,201.71
		STEP C	24.3324	36.4986	1,946.59	4,217.61	50,611.39
		STEP D	25.5493	38.3239	2,043.94	4,428.54	53,142.54
		STEP E	26.8267	40.2400	2,146.13	4,649.96	55,799.53
		STEP F	28.1680	42.2520	2,253.44	4,882.45	58,589.44
		STEP G	29.5764	44.3646	2,366.11	5,126.57	61,518.91
		STEP H	31.0552	46.5828	2,484.41	5,382.90	64,594.81
7154	SR NATURAL RESOURCES WORKER	STEP A	22.1208	33.1812	1,769.66	3,834.27	46,011.26
		STEP B	23.2269	34.8403	1,858.15	4,026.00	48,311.95
		STEP C	24.3883	36.5824	1,951.06	4,227.30	50,727.66
		STEP D	25.6077	38.4115	2,048.61	4,438.66	53,264.01
		STEP E	26.8881	40.3321	2,151.04	4,660.60	55,927.24
		STEP F	28.2325	42.3487	2,258.60	4,893.63	58,723.60
		STEP G	29.6441	44.4661	2,371.52	5,138.31	61,659.72
		STEP H	31.1263	46.6894	2,490.10	5,395.22	64,742.70

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7192	SR PARKS MAINTENANCE WORKER						
		STEP A	21.0674	31.6011	1,685.39	3,651.68	43,820.19
		STEP B	22.1208	33.1812	1,769.66	3,834.27	46,011.26
		STEP C	23.2269	34.8403	1,858.15	4,026.00	48,311.95
		STEP D	24.3885	36.5827	1,951.08	4,227.34	50,728.08
		STEP E	25.6077	38.4115	2,048.61	4,438.66	53,264.01
		STEP F	26.8881	40.3321	2,151.04	4,660.60	55,927.24
		STEP G	28.2324	42.3486	2,258.59	4,893.61	58,723.39
		STEP H	29.6442	44.4663	2,371.53	5,138.32	61,659.93
7129	SR REFUSE TRUCK DRIVER						
		STEP A	23.2266	34.8399	1,858.12	4,025.94	48,311.32
		STEP B	24.3879	36.5818	1,951.03	4,227.23	50,726.83
		STEP C	25.6074	38.4111	2,048.59	4,438.61	53,263.39
		STEP D	26.8877	40.3315	2,151.01	4,660.53	55,926.41
		STEP E	28.2321	42.3481	2,258.56	4,893.56	58,722.76
		STEP F	29.6436	44.4654	2,371.48	5,138.22	61,658.68
		STEP G	31.1259	46.6888	2,490.07	5,395.15	64,741.87
		STEP H	32.6822	49.0233	2,614.57	5,664.91	67,978.97
7187	SR STREET MAINTENANCE WORKER						
		STEP A	22.0348	33.0522	1,762.78	3,819.36	45,832.38
		STEP B	23.1365	34.7047	1,850.92	4,010.32	48,123.92
		STEP C	24.2933	36.4399	1,943.46	4,210.83	50,530.06
		STEP D	25.5080	38.2620	2,040.64	4,421.38	53,056.64
		STEP E	26.7834	40.1751	2,142.67	4,642.45	55,709.47
		STEP F	28.1226	42.1839	2,249.80	4,874.58	58,495.00
		STEP G	29.5287	44.2930	2,362.29	5,118.30	61,419.69
		STEP H	31.0049	46.5073	2,480.39	5,374.18	64,490.19
7201	SR TREE TRIMMER						
		STEP A	22.0706	33.1059	1,765.64	3,825.57	45,906.84
		STEP B	23.1741	34.7611	1,853.92	4,016.84	48,202.12
		STEP C	24.3327	36.4990	1,946.61	4,217.66	50,612.01
		STEP D	25.5495	38.3242	2,043.96	4,428.58	53,142.96
		STEP E	26.8270	40.2405	2,146.16	4,650.01	55,800.16
		STEP F	28.1683	42.2524	2,253.46	4,882.50	58,590.06
		STEP G	29.5766	44.3649	2,366.12	5,126.61	61,519.32
		STEP H	31.0556	46.5834	2,484.44	5,382.97	64,595.64

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7203	SR WAREHOUSE WORKER	STEP A	21.0674	31.6011	1,685.39	3,651.68	43,820.19
		STEP B	22.1208	33.1812	1,769.66	3,834.27	46,011.26
		STEP C	23.2269	34.8403	1,858.15	4,026.00	48,311.95
		STEP D	24.3885	36.5827	1,951.08	4,227.34	50,728.08
		STEP E	25.6077	38.4115	2,048.61	4,438.66	53,264.01
		STEP F	26.8881	40.3321	2,151.04	4,660.60	55,927.24
		STEP G	28.2324	42.3486	2,258.59	4,893.61	58,723.39
		STEP H	29.6442	44.4663	2,371.53	5,138.32	61,659.93
7525	STREET MAINT WORKER I	STEP A	18.1835	27.2752	1,454.68	3,151.80	37,821.68
		STEP B	19.0927	28.6390	1,527.41	3,309.40	39,712.81
		STEP C	20.0474	30.0711	1,603.79	3,474.88	41,698.59
		STEP D	21.0496	31.5744	1,683.96	3,648.59	43,783.16
		STEP E	22.1020	33.1530	1,768.16	3,831.01	45,972.16
		STEP F	23.2074	34.8111	1,856.59	4,022.61	48,271.39
		STEP G	24.3677	36.5515	1,949.41	4,223.73	50,684.81
		STEP H	25.5860	38.3790	2,046.88	4,434.90	53,218.88
7530	STREET MAINT WORKER II	STEP A	20.0017	30.0025	1,600.13	3,466.96	41,603.53
		STEP B	21.0019	31.5028	1,680.15	3,640.32	43,683.95
		STEP C	22.0519	33.0778	1,764.15	3,822.32	45,867.95
		STEP D	23.1546	34.7319	1,852.36	4,013.46	48,161.56
		STEP E	24.3125	36.4687	1,945.00	4,214.16	50,570.00
		STEP F	25.5280	38.2920	2,042.24	4,424.85	53,098.24
		STEP G	26.8045	40.2067	2,144.36	4,646.11	55,753.36
		STEP H	28.1446	42.2169	2,251.56	4,878.39	58,540.76
7540	STREET SWEEPER OPERATOR	STEP A	21.0010	31.5015	1,680.08	3,640.17	43,682.08
		STEP B	22.0510	33.0765	1,764.08	3,822.17	45,866.08
		STEP C	23.1536	34.7304	1,852.28	4,013.29	48,159.48
		STEP D	24.3114	36.4671	1,944.91	4,213.97	50,567.71
		STEP E	25.5270	38.2905	2,042.16	4,424.68	53,096.16
		STEP F	26.8031	40.2046	2,144.24	4,645.87	55,750.44
		STEP G	28.1434	42.2151	2,251.47	4,878.18	58,538.27
		STEP H	29.5505	44.3257	2,364.04	5,122.08	61,465.04

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8310	TREE TRIMMER	STEP A	20.0641	30.0961	1,605.12	3,477.77	41,733.32
		STEP B	21.0672	31.6008	1,685.37	3,651.64	43,819.77
		STEP C	22.1207	33.1810	1,769.65	3,834.25	46,011.05
		STEP D	23.2266	34.8399	1,858.12	4,025.94	48,311.32
		STEP E	24.3880	36.5820	1,951.04	4,227.25	50,727.04
		STEP F	25.6075	38.4112	2,048.60	4,438.63	53,263.60
		STEP G	26.8879	40.3318	2,151.03	4,660.56	55,926.83
		STEP H	28.2321	42.3481	2,258.56	4,893.56	58,722.76
8938	VEHICLE MAINT PARTS BUYER	STEP A	21.0641	31.5961	1,685.12	3,651.11	43,813.32
		STEP B	22.1173	33.1759	1,769.38	3,833.66	46,003.98
		STEP C	23.2234	34.8351	1,857.87	4,025.38	48,304.67
		STEP D	24.3845	36.5767	1,950.76	4,226.64	50,719.76
		STEP E	25.6039	38.4058	2,048.31	4,438.00	53,256.11
		STEP F	26.8838	40.3257	2,150.70	4,659.85	55,918.30
		STEP G	28.2280	42.3420	2,258.24	4,892.85	58,714.24
		STEP H	29.6394	44.4591	2,371.15	5,137.49	61,649.95
8940	VEHICLE MAINT SERVICEWRITER	STEP A	26.0606	39.0909	2,084.84	4,517.17	54,206.04
		STEP B	27.3636	41.0454	2,189.08	4,743.02	56,916.28
		STEP C	28.7319	43.0978	2,298.55	4,980.19	59,762.35
		STEP D	30.1682	45.2523	2,413.45	5,229.15	62,749.85
		STEP E	31.6768	47.5152	2,534.14	5,490.64	65,887.74
		STEP F	33.2607	49.8910	2,660.85	5,765.18	69,182.25
		STEP G	34.9237	52.3855	2,793.89	6,053.44	72,641.29
		STEP H	36.6698	55.0047	2,933.58	6,356.09	76,273.18
8951	WAREHOUSE WORKER I	STEP A	16.8361	25.2541	1,346.88	2,918.25	35,019.08
		STEP B	17.6779	26.5168	1,414.23	3,064.16	36,770.03
		STEP C	18.5620	27.8430	1,484.96	3,217.41	38,608.96
		STEP D	19.4900	29.2350	1,559.20	3,378.26	40,539.20
		STEP E	20.4644	30.6966	1,637.15	3,547.16	42,565.95
		STEP F	21.4877	32.2315	1,719.01	3,724.53	44,694.41
		STEP G	22.5621	33.8431	1,804.96	3,910.76	46,929.16
		STEP H	23.6901	35.5351	1,895.20	4,106.28	49,275.40

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8952	WAREHOUSE WORKER II	STEP A	19.1087	28.6630	1,528.69	3,312.17	39,746.09
		STEP B	20.0642	30.0963	1,605.13	3,477.79	41,733.53
		STEP C	21.0673	31.6009	1,685.38	3,651.66	43,819.98
		STEP D	22.1207	33.1810	1,769.65	3,834.25	46,011.05
		STEP E	23.2267	34.8400	1,858.13	4,025.96	48,311.53
		STEP F	24.3881	36.5821	1,951.04	4,227.27	50,727.24
		STEP G	25.6076	38.4114	2,048.60	4,438.65	53,263.80
		STEP H	26.8880	40.3320	2,151.04	4,660.58	55,927.04
9200	WATER TRMT PLT OPR GD I 24HR	STEP A	14.3310	21.4965	1,605.07	3,477.65	41,731.87
		STEP B	15.0477	22.5715	1,685.34	3,651.57	43,818.90
		STEP C	15.7998	23.6997	1,769.57	3,834.08	46,009.01
		STEP D	16.5899	24.8848	1,858.06	4,025.81	48,309.78
		STEP E	17.4196	26.1294	1,951.00	4,227.15	50,725.87
		STEP F	18.2904	27.4356	2,048.52	4,438.47	53,261.64
		STEP G	19.2050	28.8075	2,150.96	4,660.41	55,924.96
		STEP H	20.1651	30.2476	2,258.49	4,893.39	58,720.77
9232	WATER TRMT PLT OPR GD I 8HR	STEP A	20.0635	30.0952	1,605.08	3,477.67	41,732.08
		STEP B	21.0667	31.6000	1,685.33	3,651.56	43,818.73
		STEP C	22.1201	33.1801	1,769.60	3,834.15	46,009.80
		STEP D	23.2261	34.8391	1,858.08	4,025.85	48,310.28
		STEP E	24.3875	36.5812	1,951.00	4,227.16	50,726.00
		STEP F	25.6068	38.4102	2,048.54	4,438.51	53,262.14
		STEP G	26.8871	40.3306	2,150.96	4,660.43	55,925.16
		STEP H	28.2316	42.3474	2,258.52	4,893.47	58,721.72
9210	WATER TRMT PLT OPR GD II 24HR	STEP A	15.8140	23.7210	1,771.16	3,837.53	46,050.36
		STEP B	16.6047	24.9070	1,859.72	4,029.40	48,352.88
		STEP C	17.4349	26.1523	1,952.70	4,230.86	50,770.42
		STEP D	18.3066	27.4599	2,050.33	4,442.40	53,308.81
		STEP E	19.2221	28.8331	2,152.87	4,664.56	55,974.75
		STEP F	20.1830	30.2745	2,260.49	4,897.74	58,772.89
		STEP G	21.1922	31.7883	2,373.52	5,142.64	61,711.68
		STEP H	22.2519	33.3778	2,492.21	5,399.79	64,797.53

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9234	WATER TRMT PLT OPR GD II 8HR						
		STEP A	22.1395	33.2092	1,771.16	3,837.51	46,050.16
		STEP B	23.2466	34.8699	1,859.72	4,029.41	48,352.92
		STEP C	24.4090	36.6135	1,952.72	4,230.89	50,770.72
		STEP D	25.6294	38.4441	2,050.35	4,442.42	53,309.15
		STEP E	26.9110	40.3665	2,152.88	4,664.57	55,974.88
		STEP F	28.2569	42.3853	2,260.55	4,897.86	58,774.35
		STEP G	29.6698	44.5047	2,373.58	5,142.76	61,713.18
		STEP H	31.1530	46.7295	2,492.24	5,399.85	64,798.24
9230	WATER TRMT PLT OPR GD III 24HR						
		STEP A	20.1660	30.2490	2,258.59	4,893.61	58,723.39
		STEP B	21.1745	31.7617	2,371.54	5,138.34	61,660.14
		STEP C	22.2330	33.3495	2,490.09	5,395.20	64,742.49
		STEP D	23.3445	35.0167	2,614.58	5,664.93	67,979.18
		STEP E	24.5119	36.7678	2,745.33	5,948.22	71,378.65
		STEP F	25.7376	38.6064	2,882.61	6,245.65	74,947.89
		STEP G	27.0245	40.5367	3,026.74	6,557.94	78,695.34
		STEP H	28.3754	42.5631	3,178.04	6,885.76	82,629.16
9229	WATER TRMT PLT OPR GD III 8HR						
		STEP A	26.8881	40.3321	2,151.04	4,660.60	55,927.24
		STEP B	28.2324	42.3486	2,258.59	4,893.61	58,723.39
		STEP C	29.6441	44.4661	2,371.52	5,138.31	61,659.72
		STEP D	31.1263	46.6894	2,490.10	5,395.22	64,742.70
		STEP E	32.6826	49.0239	2,614.60	5,664.98	67,979.80
		STEP F	34.3170	51.4755	2,745.36	5,948.28	71,379.36
		STEP G	36.0326	54.0489	2,882.60	6,245.65	74,947.80
		STEP H	37.8344	56.7516	3,026.75	6,557.96	78,695.55
9000	WSTWTR TRMT PLT OPR GD I						
		STEP A	20.0636	30.0954	1,605.08	3,477.69	41,732.28
		STEP B	21.0668	31.6002	1,685.34	3,651.57	43,818.94
		STEP C	22.1203	33.1804	1,769.62	3,834.18	46,010.22
		STEP D	23.2263	34.8394	1,858.10	4,025.89	48,310.70
		STEP E	24.3876	36.5814	1,951.00	4,227.18	50,726.20
		STEP F	25.6069	38.4103	2,048.55	4,438.52	53,262.35
		STEP G	26.8872	40.3308	2,150.97	4,660.44	55,925.37
		STEP H	28.2316	42.3474	2,258.52	4,893.47	58,721.72

CITY OF ROSEVILLE
SALARY SCHEDULE A

Appendix: C
Percentage: 1.000

Effective Date: 07/09/2016

LO39 LOCAL 39

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
9010	WSTWTR TRMT PLT OPR GD II	STEP A	22.1397	33.2095	1,771.17	3,837.54	46,050.57
		STEP B	23.2466	34.8699	1,859.72	4,029.41	48,352.92
		STEP C	24.4090	36.6135	1,952.72	4,230.89	50,770.72
		STEP D	25.6293	38.4439	2,050.34	4,442.41	53,308.94
		STEP E	26.9109	40.3663	2,152.87	4,664.55	55,974.67
		STEP F	28.2563	42.3844	2,260.50	4,897.75	58,773.10
		STEP G	29.6694	44.5041	2,373.55	5,142.69	61,712.35
		STEP H	31.1527	46.7290	2,492.21	5,399.80	64,797.61
9025	WSTWTR TRMT PLT OPR GD III	STEP A	26.8881	40.3321	2,151.04	4,660.60	55,927.24
		STEP B	28.2324	42.3486	2,258.59	4,893.61	58,723.39
		STEP C	29.6441	44.4661	2,371.52	5,138.31	61,659.72
		STEP D	31.1263	46.6894	2,490.10	5,395.22	64,742.70
		STEP E	32.6826	49.0239	2,614.60	5,664.98	67,979.80
		STEP F	34.3163	51.4744	2,745.30	5,948.15	71,377.90
		STEP G	36.0328	54.0492	2,882.62	6,245.68	74,948.22
		STEP H	37.8342	56.7513	3,026.73	6,557.92	78,695.13
9030	WSTWTR TRMT PLT OPR GD IV	STEP A	32.3733	48.5599	2,589.86	5,611.37	67,336.46
		STEP B	33.9919	50.9878	2,719.35	5,891.92	70,703.15
		STEP C	35.6914	53.5371	2,855.31	6,186.50	74,238.11
		STEP D	37.4760	56.2140	2,998.08	6,495.84	77,950.08
		STEP E	39.3499	59.0248	3,147.99	6,820.64	81,847.79
		STEP F	41.3173	61.9759	3,305.38	7,161.66	85,939.98
		STEP G	43.3833	65.0749	3,470.66	7,519.77	90,237.26
		STEP H	45.5524	68.3286	3,644.19	7,895.74	94,748.99
9020	WSTWTR TRMT PLT OPR GDIII 24HR	STEP A	20.6462	30.9693	2,312.37	5,010.14	60,121.73
		STEP B	21.6786	32.5179	2,428.00	5,260.67	63,128.08
		STEP C	22.7623	34.1434	2,549.37	5,523.65	66,283.81
		STEP D	23.9007	35.8510	2,676.87	5,799.90	69,598.83
		STEP E	25.0956	37.6434	2,810.70	6,089.86	73,078.38
		STEP F	26.3505	39.5257	2,951.25	6,394.38	76,732.65
		STEP G	27.6679	41.5018	3,098.80	6,714.07	80,568.92
		STEP H	29.0512	43.5768	3,253.73	7,049.75	84,597.09

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B400	ACCOUNTANT I	STEP A	25.4192	38.1288	2,033.53	4,405.99	52,871.93
		STEP B	26.0468	39.0702	2,083.74	4,514.77	54,177.34
		STEP C	26.6900	40.0350	2,135.20	4,626.26	55,515.20
		STEP D	27.3491	41.0236	2,187.92	4,740.51	56,886.12
		STEP E	28.0245	42.0367	2,241.96	4,857.58	58,290.96
		STEP F	28.7166	43.0749	2,297.32	4,977.54	59,730.52
		STEP G	29.4258	44.1387	2,354.06	5,100.47	61,205.66
		STEP H	30.1525	45.2287	2,412.20	5,226.43	62,717.20
		STEP I	30.8971	46.3456	2,471.76	5,355.49	64,265.96
		STEP J	31.6601	47.4901	2,532.80	5,487.75	65,853.00
		STEP K	32.4420	48.6630	2,595.36	5,623.28	67,479.36
		STEP L	33.2431	49.8646	2,659.44	5,762.13	69,145.64
		STEP M	34.0641	51.0961	2,725.12	5,904.44	70,853.32
		STEP N	34.9053	52.3579	2,792.42	6,050.25	72,603.02
		STEP O	35.7673	53.6509	2,861.38	6,199.66	74,395.98
B401	ACCOUNTANT II	STEP A	27.9730	41.9595	2,237.84	4,848.65	58,183.84
		STEP B	28.6634	42.9951	2,293.07	4,968.32	59,619.87
		STEP C	29.3713	44.0569	2,349.70	5,091.02	61,092.30
		STEP D	30.0966	45.1449	2,407.72	5,216.74	62,600.92
		STEP E	30.8399	46.2598	2,467.19	5,345.58	64,146.99
		STEP F	31.6015	47.4022	2,528.12	5,477.59	65,731.12
		STEP G	32.3819	48.5728	2,590.55	5,612.86	67,354.35
		STEP H	33.1816	49.7724	2,654.52	5,751.47	69,017.72
		STEP I	34.0010	51.0015	2,720.08	5,893.50	70,722.08
		STEP J	34.8407	52.2610	2,787.25	6,039.05	72,468.65
		STEP K	35.7011	53.5516	2,856.08	6,188.19	74,258.28
		STEP L	36.5827	54.8740	2,926.61	6,341.00	76,092.01
		STEP M	37.4862	56.2293	2,998.89	6,497.60	77,971.29
		STEP N	38.4119	57.6178	3,072.95	6,658.06	79,896.75
		STEP O	39.3605	59.0407	3,148.84	6,822.48	81,869.84
B402	ADMIN TECHNICIAN	STEP A	20.7915	31.1872	1,663.32	3,603.86	43,246.32
		STEP B	21.3050	31.9575	1,704.40	3,692.86	44,314.40
		STEP C	21.8311	32.7466	1,746.48	3,784.05	45,408.68
		STEP D	22.3702	33.5553	1,789.61	3,877.50	46,530.01
		STEP E	22.9227	34.3840	1,833.81	3,973.26	47,679.21
		STEP F	23.4888	35.2332	1,879.10	4,071.39	48,856.70
		STEP G	24.0688	36.1032	1,925.50	4,171.92	50,063.10
		STEP H	24.6632	36.9948	1,973.05	4,274.95	51,299.45
		STEP I	25.2723	37.9084	2,021.78	4,380.53	52,566.38
		STEP J	25.8964	38.8446	2,071.71	4,488.70	53,864.51
		STEP K	26.5359	39.8038	2,122.87	4,599.55	55,194.67
		STEP L	27.1912	40.7868	2,175.29	4,713.14	56,557.69
		STEP M	27.8627	41.7940	2,229.01	4,829.53	57,954.41
		STEP N	28.5508	42.8262	2,284.06	4,948.80	59,385.66
		STEP O	29.2559	43.8838	2,340.47	5,071.02	60,852.27

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B404	ASSOC ENGINEER	STEP A	33.9437	50.9155	2,715.49	5,883.57	70,602.89
		STEP B	34.7819	52.1728	2,782.55	6,028.86	72,346.35
		STEP C	35.6408	53.4612	2,851.26	6,177.73	74,132.86
		STEP D	36.5210	54.7815	2,921.68	6,330.30	75,963.68
		STEP E	37.4229	56.1343	2,993.83	6,486.63	77,839.63
		STEP F	38.3471	57.5206	3,067.76	6,646.83	79,761.96
		STEP G	39.2941	58.9411	3,143.52	6,810.97	81,731.72
		STEP H	40.2644	60.3966	3,221.15	6,979.16	83,749.95
		STEP I	41.2588	61.8882	3,300.70	7,151.52	85,818.30
		STEP J	42.2777	63.4165	3,382.21	7,328.13	87,937.61
		STEP K	43.3218	64.9827	3,465.74	7,509.11	90,109.34
		STEP L	44.3916	66.5874	3,551.32	7,694.54	92,334.52
		STEP M	45.4879	68.2318	3,639.03	7,884.56	94,614.83
		STEP N	46.6112	69.9168	3,728.89	8,079.27	96,951.29
		STEP O	47.7623	71.6434	3,820.98	8,278.79	99,345.58
B405	ASSOC PLANNER	STEP A	30.3640	45.5460	2,429.12	5,263.09	63,157.12
		STEP B	31.1135	46.6702	2,489.08	5,393.00	64,716.08
		STEP C	31.8819	47.8228	2,550.55	5,526.19	66,314.35
		STEP D	32.6692	49.0038	2,613.53	5,662.66	67,951.93
		STEP E	33.4760	50.2140	2,678.08	5,802.50	69,630.08
		STEP F	34.3027	51.4540	2,744.21	5,945.80	71,349.61
		STEP G	35.1498	52.7247	2,811.98	6,092.63	73,111.58
		STEP H	36.0178	54.0267	2,881.42	6,243.08	74,917.02
		STEP I	36.9073	55.3609	2,952.58	6,397.26	76,767.18
		STEP J	37.8187	56.7280	3,025.49	6,555.24	78,662.89
		STEP K	38.7527	58.1290	3,100.21	6,717.13	80,605.61
		STEP L	39.7097	59.5645	3,176.77	6,883.01	82,596.17
		STEP M	40.6904	61.0356	3,255.23	7,053.00	84,636.03
		STEP N	41.6952	62.5428	3,335.61	7,227.16	86,726.01
		STEP O	42.7249	64.0873	3,417.99	7,405.64	88,867.79
B403	ASST CHILD CARE SITE COORD	STEP A	16.4385	24.6577	1,315.08	2,849.34	34,192.08
		STEP B	16.8444	25.2666	1,347.55	2,919.69	35,036.35
		STEP C	17.2603	25.8904	1,380.82	2,991.78	35,901.42
		STEP D	17.6866	26.5299	1,414.92	3,065.67	36,788.12
		STEP E	18.1234	27.1851	1,449.87	3,141.38	37,696.67
		STEP F	18.5709	27.8563	1,485.67	3,218.95	38,627.47
		STEP G	19.0296	28.5444	1,522.36	3,298.46	39,581.56
		STEP H	19.4995	29.2492	1,559.96	3,379.91	40,558.96
		STEP I	19.9810	29.9715	1,598.48	3,463.37	41,560.48
		STEP J	20.4745	30.7117	1,637.96	3,548.91	42,586.96
		STEP K	20.9801	31.4701	1,678.40	3,636.55	43,638.60
		STEP L	21.4982	32.2473	1,719.85	3,726.35	44,716.25
		STEP M	22.0291	33.0436	1,762.32	3,818.37	45,820.52
		STEP N	22.5731	33.8596	1,805.84	3,912.67	46,952.04
		STEP O	23.1306	34.6959	1,850.44	4,009.30	48,111.64

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B406	ASST ENGINEER	STEP A	30.7531	46.1296	2,460.24	5,330.53	63,966.44
		STEP B	31.5123	47.2684	2,520.98	5,462.13	65,545.58
		STEP C	32.2905	48.4357	2,583.24	5,597.02	67,164.24
		STEP D	33.0879	49.6318	2,647.03	5,735.23	68,822.83
		STEP E	33.9050	50.8575	2,712.40	5,876.86	70,522.40
		STEP F	34.7423	52.1134	2,779.38	6,022.00	72,263.98
		STEP G	35.6003	53.4004	2,848.02	6,170.71	74,048.62
		STEP H	36.4795	54.7192	2,918.36	6,323.11	75,877.36
		STEP I	37.3803	56.0704	2,990.42	6,479.25	77,751.02
		STEP J	38.3035	57.4552	3,064.28	6,639.27	79,671.28
		STEP K	39.2494	58.8741	3,139.95	6,803.22	81,638.75
		STEP L	40.2187	60.3280	3,217.49	6,971.24	83,654.89
		STEP M	41.2119	61.8178	3,296.95	7,143.39	85,720.75
		STEP N	42.2296	63.3444	3,378.36	7,319.79	87,837.56
		STEP O	43.2725	64.9087	3,461.80	7,500.56	90,006.80
B407	ASST PLANNER	STEP A	26.4024	39.6036	2,112.19	4,576.41	54,916.99
		STEP B	27.0543	40.5814	2,164.34	4,689.41	56,272.94
		STEP C	27.7224	41.5836	2,217.79	4,805.21	57,662.59
		STEP D	28.4070	42.6105	2,272.56	4,923.88	59,086.56
		STEP E	29.1085	43.6627	2,328.68	5,045.47	60,545.68
		STEP F	29.8274	44.7411	2,386.19	5,170.08	62,040.99
		STEP G	30.5640	45.8460	2,445.12	5,297.76	63,573.12
		STEP H	31.3188	46.9782	2,505.50	5,428.59	65,143.10
		STEP I	32.0922	48.1383	2,567.37	5,562.64	66,751.77
		STEP J	32.8847	49.3270	2,630.77	5,700.01	68,400.17
		STEP K	33.6968	50.5452	2,695.74	5,840.77	70,089.34
		STEP L	34.5290	51.7935	2,762.32	5,985.02	71,820.32
		STEP M	35.3817	53.0725	2,830.53	6,132.82	73,593.93
		STEP N	36.2555	54.3832	2,900.44	6,284.28	75,411.44
		STEP O	37.1508	55.7262	2,972.06	6,439.47	77,273.66
B408	BLDG INSPECTOR I	STEP A	24.0170	36.0255	1,921.36	4,162.94	49,955.36
		STEP B	24.6099	36.9148	1,968.79	4,265.71	51,188.59
		STEP C	25.2177	37.8265	2,017.41	4,371.06	52,452.81
		STEP D	25.8404	38.7606	2,067.23	4,479.00	53,748.03
		STEP E	26.4786	39.7179	2,118.28	4,589.62	55,075.48
		STEP F	27.1325	40.6987	2,170.60	4,702.96	56,435.60
		STEP G	27.8025	41.7037	2,224.20	4,819.10	57,829.20
		STEP H	28.4891	42.7336	2,279.12	4,938.11	59,257.32
		STEP I	29.1926	43.7889	2,335.40	5,060.05	60,720.60
		STEP J	29.9136	44.8704	2,393.08	5,185.02	62,220.28
		STEP K	30.6523	45.9784	2,452.18	5,313.06	63,756.78
		STEP L	31.4093	47.1139	2,512.74	5,444.27	65,331.34
		STEP M	32.1849	48.2773	2,574.79	5,578.71	66,944.59
		STEP N	32.9798	49.4697	2,638.38	5,716.49	68,597.98
		STEP O	33.7942	50.6913	2,703.53	5,857.66	70,291.93

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B409	BLDG INSPECTOR II	STEP A	26.4186	39.6279	2,113.48	4,579.22	54,950.68
		STEP B	27.0709	40.6063	2,165.67	4,692.28	56,307.47
		STEP C	27.7394	41.6091	2,219.15	4,808.16	57,697.95
		STEP D	28.4244	42.6366	2,273.95	4,926.89	59,122.75
		STEP E	29.1264	43.6896	2,330.11	5,048.57	60,582.91
		STEP F	29.8457	44.7685	2,387.65	5,173.25	62,079.05
		STEP G	30.5827	45.8740	2,446.61	5,301.00	63,612.01
		STEP H	31.3380	47.0070	2,507.04	5,431.92	65,183.04
		STEP I	32.1119	48.1678	2,568.95	5,566.06	66,792.75
		STEP J	32.9049	49.3573	2,632.39	5,703.51	68,442.19
		STEP K	33.7175	50.5762	2,697.40	5,844.36	70,132.40
		STEP L	34.5502	51.8253	2,764.01	5,988.70	71,864.41
		STEP M	35.4034	53.1051	2,832.27	6,136.58	73,639.07
		STEP N	36.2777	54.4165	2,902.21	6,288.13	75,457.61
		STEP O	37.1736	55.7604	2,973.88	6,443.42	77,321.08
B410	BLDG MAINT WORKER I	STEP A	19.8795	29.8192	1,590.36	3,445.78	41,349.36
		STEP B	20.3703	30.5554	1,629.62	3,530.85	42,370.22
		STEP C	20.8734	31.3101	1,669.87	3,618.05	43,416.67
		STEP D	21.3888	32.0832	1,711.10	3,707.39	44,488.70
		STEP E	21.9170	32.8755	1,753.36	3,798.94	45,587.36
		STEP F	22.4583	33.6874	1,796.66	3,892.77	46,713.26
		STEP G	23.0129	34.5193	1,841.03	3,988.90	47,866.83
		STEP H	23.5812	35.3718	1,886.49	4,087.40	49,048.89
		STEP I	24.1636	36.2454	1,933.08	4,188.35	50,260.28
		STEP J	24.7603	37.1404	1,980.82	4,291.78	51,501.42
		STEP K	25.3718	38.0577	2,029.74	4,397.77	52,773.34
		STEP L	25.9983	38.9974	2,079.86	4,506.37	54,076.46
		STEP M	26.6404	39.9606	2,131.23	4,617.66	55,412.03
		STEP N	27.2983	40.9474	2,183.86	4,731.70	56,780.46
		STEP O	27.9724	41.9586	2,237.79	4,848.54	58,182.59
B411	BLDG MAINT WORKER II	STEP A	21.8667	32.8000	1,749.33	3,790.22	45,482.73
		STEP B	22.4065	33.6097	1,792.52	3,883.79	46,605.52
		STEP C	22.9598	34.4397	1,836.78	3,979.69	47,756.38
		STEP D	23.5268	35.2902	1,882.14	4,077.97	48,935.74
		STEP E	24.1078	36.1617	1,928.62	4,178.68	50,144.22
		STEP F	24.7032	37.0548	1,976.25	4,281.88	51,382.65
		STEP G	25.3133	37.9699	2,025.06	4,387.63	52,651.66
		STEP H	25.9384	38.9076	2,075.07	4,495.98	53,951.87
		STEP I	26.5789	39.8683	2,126.31	4,607.00	55,284.11
		STEP J	27.2353	40.8529	2,178.82	4,720.78	56,649.42
		STEP K	27.9079	41.8618	2,232.63	4,837.36	58,048.43
		STEP L	28.5971	42.8956	2,287.76	4,956.83	59,481.96
		STEP M	29.3033	43.9549	2,344.26	5,079.23	60,950.86
		STEP N	30.0270	45.0405	2,402.16	5,204.68	62,456.16
		STEP O	30.7685	46.1527	2,461.48	5,333.20	63,998.48

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B412	BLDG PLANS EXAMINER I	STEP A	24.2958	36.4437	1,943.66	4,211.27	50,535.26
		STEP B	24.8956	37.3434	1,991.64	4,315.23	51,782.84
		STEP C	25.5104	38.2656	2,040.83	4,421.80	53,061.63
		STEP D	26.1404	39.2106	2,091.23	4,531.00	54,372.03
		STEP E	26.7859	40.1788	2,142.87	4,642.88	55,714.67
		STEP F	27.4474	41.1711	2,195.79	4,757.54	57,090.59
		STEP G	28.1252	42.1878	2,250.01	4,875.03	58,500.41
		STEP H	28.8198	43.2297	2,305.58	4,995.43	59,945.18
		STEP I	29.5315	44.2972	2,362.52	5,118.79	61,425.52
		STEP J	30.2608	45.3912	2,420.86	5,245.20	62,942.46
		STEP K	31.0081	46.5121	2,480.64	5,374.73	64,496.84
		STEP L	31.7739	47.6608	2,541.91	5,507.47	66,089.71
		STEP M	32.5586	48.8379	2,604.68	5,643.49	67,721.88
		STEP N	33.3626	50.0439	2,669.00	5,782.85	69,394.20
		STEP O	34.1865	51.2797	2,734.92	5,925.66	71,107.92
B413	BLDG PLANS EXAMINER II	STEP A	26.7254	40.0881	2,138.03	4,632.40	55,588.83
		STEP B	27.3852	41.0778	2,190.81	4,746.76	56,961.21
		STEP C	28.0615	42.0922	2,244.92	4,863.99	58,367.92
		STEP D	28.7545	43.1317	2,300.36	4,984.11	59,809.36
		STEP E	29.4646	44.1969	2,357.16	5,107.19	61,286.36
		STEP F	30.1922	45.2883	2,415.37	5,233.31	62,799.77
		STEP G	30.9378	46.4067	2,475.02	5,362.55	64,350.62
		STEP H	31.7018	47.5527	2,536.14	5,494.97	65,939.74
		STEP I	32.4847	48.7270	2,598.77	5,630.68	67,568.17
		STEP J	33.2869	49.9303	2,662.95	5,769.72	69,236.75
		STEP K	34.1090	51.1635	2,728.72	5,912.22	70,946.72
		STEP L	34.9513	52.4269	2,796.10	6,058.22	72,698.70
		STEP M	35.8145	53.7217	2,865.16	6,207.84	74,494.16
		STEP N	36.6989	55.0483	2,935.91	6,361.14	76,333.71
		STEP O	37.6052	56.4078	3,008.41	6,518.23	78,218.81
B414	BUSINESS SYSTEMS ANALYST I	STEP A	27.3634	41.0451	2,189.07	4,742.98	56,915.87
		STEP B	28.0390	42.0585	2,243.12	4,860.09	58,321.12
		STEP C	28.7314	43.0971	2,298.51	4,980.10	59,761.31
		STEP D	29.4410	44.1615	2,355.28	5,103.10	61,237.28
		STEP E	30.1680	45.2520	2,413.44	5,229.12	62,749.44
		STEP F	30.9130	46.3695	2,473.04	5,358.25	64,299.04
		STEP G	31.6764	47.5146	2,534.11	5,490.57	65,886.91
		STEP H	32.4587	48.6880	2,596.69	5,626.17	67,514.09
		STEP I	33.2603	49.8904	2,660.82	5,765.11	69,181.42
		STEP J	34.0817	51.1225	2,726.53	5,907.49	70,889.93
		STEP K	34.9233	52.3849	2,793.86	6,053.37	72,640.46
		STEP L	35.7858	53.6787	2,862.86	6,202.87	74,434.46
		STEP M	36.6695	55.0042	2,933.56	6,356.04	76,272.56
		STEP N	37.5751	56.3626	3,006.00	6,513.01	78,156.20
		STEP O	38.5030	57.7545	3,080.24	6,673.85	80,086.24

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B415	BUSINESS SYSTEMS ANALYST II	STEP A	30.0999	45.1498	2,407.99	5,217.31	62,607.79
		STEP B	30.8429	46.2643	2,467.43	5,346.10	64,153.23
		STEP C	31.6046	47.4069	2,528.36	5,478.13	65,737.56
		STEP D	32.3851	48.5776	2,590.80	5,613.41	67,361.00
		STEP E	33.1848	49.7772	2,654.78	5,752.03	69,024.38
		STEP F	34.0043	51.0064	2,720.34	5,894.07	70,728.94
		STEP G	34.8441	52.2661	2,787.52	6,039.64	72,475.72
		STEP H	35.7046	53.5569	2,856.36	6,188.79	74,265.56
		STEP I	36.5863	54.8794	2,926.90	6,341.62	76,099.50
		STEP J	37.4898	56.2347	2,999.18	6,498.23	77,978.78
		STEP K	38.4156	57.6234	3,073.24	6,658.70	79,904.44
		STEP L	39.3643	59.0464	3,149.14	6,823.14	81,877.74
		STEP M	40.3365	60.5047	3,226.92	6,991.66	83,899.92
		STEP N	41.3326	61.9989	3,306.60	7,164.31	85,971.80
		STEP O	42.3533	63.5299	3,388.26	7,341.23	88,094.86
B416	BUYER I	STEP A	21.1152	31.6728	1,689.21	3,659.96	43,919.61
		STEP B	21.6367	32.4550	1,730.93	3,750.36	45,004.33
		STEP C	22.1710	33.2565	1,773.68	3,842.97	46,115.68
		STEP D	22.7185	34.0777	1,817.48	3,937.87	47,254.48
		STEP E	23.2796	34.9194	1,862.36	4,035.13	48,421.56
		STEP F	23.8545	35.7817	1,908.36	4,134.78	49,617.36
		STEP G	24.4436	36.6654	1,955.48	4,236.89	50,842.68
		STEP H	25.0472	37.5708	2,003.77	4,341.51	52,098.17
		STEP I	25.6658	38.4987	2,053.26	4,448.73	53,384.86
		STEP J	26.2996	39.4494	2,103.96	4,558.59	54,703.16
		STEP K	26.9491	40.4236	2,155.92	4,671.17	56,054.12
		STEP L	27.6146	41.4219	2,209.16	4,786.53	57,438.36
		STEP M	28.2966	42.4449	2,263.72	4,904.74	58,856.92
		STEP N	28.9953	43.4929	2,319.62	5,025.85	60,310.22
		STEP O	29.7114	44.5671	2,376.91	5,149.97	61,799.71
B417	BUYER II	STEP A	23.2267	34.8400	1,858.13	4,025.96	48,311.53
		STEP B	23.8003	35.7004	1,904.02	4,125.38	49,504.62
		STEP C	24.3880	36.5820	1,951.04	4,227.25	50,727.04
		STEP D	24.9903	37.4854	1,999.22	4,331.65	51,979.82
		STEP E	25.6074	38.4111	2,048.59	4,438.61	53,263.39
		STEP F	26.2398	39.3597	2,099.18	4,548.23	54,578.78
		STEP G	26.8878	40.3317	2,151.02	4,660.55	55,926.62
		STEP H	27.5518	41.3277	2,204.14	4,775.64	57,307.74
		STEP I	28.2322	42.3483	2,258.57	4,893.58	58,722.97
		STEP J	28.9294	43.3941	2,314.35	5,014.42	60,173.15
		STEP K	29.6439	44.4658	2,371.51	5,138.27	61,659.31
		STEP L	30.3759	45.5638	2,430.07	5,265.15	63,181.87
		STEP M	31.1261	46.6891	2,490.08	5,395.19	64,742.28
		STEP N	31.8947	47.8420	2,551.57	5,528.41	66,340.97
		STEP O	32.6824	49.0236	2,614.59	5,664.94	67,979.39

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B418	CHILD CARE SITE COORDINATOR						
		STEP A	19.6833	29.5249	1,574.66	3,411.77	40,941.26
		STEP B	20.1692	30.2538	1,613.53	3,495.99	41,951.93
		STEP C	20.6673	31.0009	1,653.38	3,582.33	42,987.98
		STEP D	21.1777	31.7665	1,694.21	3,670.80	44,049.61
		STEP E	21.7007	32.5510	1,736.05	3,761.45	45,137.45
		STEP F	22.2366	33.3549	1,778.92	3,854.34	46,252.12
		STEP G	22.7858	34.1787	1,822.86	3,949.53	47,394.46
		STEP H	23.3485	35.0227	1,867.88	4,047.07	48,564.88
		STEP I	23.9251	35.8876	1,914.00	4,147.01	49,764.20
		STEP J	24.5159	36.7738	1,961.27	4,249.42	50,993.07
		STEP K	25.1213	37.6819	2,009.70	4,354.35	52,252.30
		STEP L	25.7417	38.6125	2,059.33	4,461.89	53,542.73
		STEP M	26.3774	39.5661	2,110.19	4,572.08	54,864.99
		STEP N	27.0288	40.5432	2,162.30	4,684.99	56,219.90
		STEP O	27.6963	41.5444	2,215.70	4,800.69	57,608.30
B419	CITY CLERK TECHNICIAN I						
		STEP A	20.2827	30.4240	1,622.61	3,515.66	42,188.01
		STEP B	20.7834	31.1751	1,662.67	3,602.45	43,229.47
		STEP C	21.2967	31.9450	1,703.73	3,691.42	44,297.13
		STEP D	21.8226	32.7339	1,745.80	3,782.58	45,391.00
		STEP E	22.3615	33.5422	1,788.92	3,875.99	46,511.92
		STEP F	22.9138	34.3707	1,833.10	3,971.72	47,660.70
		STEP G	23.4796	35.2194	1,878.36	4,069.79	48,837.56
		STEP H	24.0595	36.0892	1,924.76	4,170.31	50,043.76
		STEP I	24.6536	36.9804	1,972.28	4,273.29	51,279.48
		STEP J	25.2625	37.8937	2,021.00	4,378.83	52,546.00
		STEP K	25.8863	38.8294	2,070.90	4,486.95	53,843.50
		STEP L	26.5256	39.7884	2,122.04	4,597.77	55,173.24
		STEP M	27.1806	40.7709	2,174.44	4,711.30	56,535.64
		STEP N	27.8519	41.7778	2,228.15	4,827.66	57,931.95
		STEP O	28.5397	42.8095	2,283.17	4,946.88	59,362.57
B420	CITY CLERK TECHNICIAN II						
		STEP A	22.3118	33.4677	1,784.94	3,867.37	46,408.54
		STEP B	22.8626	34.2939	1,829.00	3,962.85	47,554.20
		STEP C	23.4272	35.1408	1,874.17	4,060.71	48,728.57
		STEP D	24.0057	36.0085	1,920.45	4,160.98	49,931.85
		STEP E	24.5986	36.8979	1,967.88	4,263.75	51,165.08
		STEP F	25.2060	37.8090	2,016.48	4,369.04	52,428.48
		STEP G	25.8285	38.7427	2,066.28	4,476.94	53,723.28
		STEP H	26.4664	39.6996	2,117.31	4,587.50	55,050.11
		STEP I	27.1200	40.6800	2,169.60	4,700.80	56,409.60
		STEP J	27.7897	41.6845	2,223.17	4,816.88	57,802.57
		STEP K	28.4760	42.7140	2,278.08	4,935.84	59,230.08
		STEP L	29.1792	43.7688	2,334.33	5,057.72	60,692.73
		STEP M	29.8998	44.8497	2,391.98	5,182.63	62,191.58
		STEP N	30.6382	45.9573	2,451.05	5,310.62	63,727.45
		STEP O	31.3948	47.0922	2,511.58	5,441.76	65,301.18

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B421	CODE ENFORCEMENT INSPECTOR						
		STEP A	23.8335	35.7502	1,906.68	4,131.14	49,573.68
		STEP B	24.4219	36.6328	1,953.75	4,233.12	50,797.55
		STEP C	25.0250	37.5375	2,002.00	4,337.66	52,052.00
		STEP D	25.6430	38.4645	2,051.44	4,444.78	53,337.44
		STEP E	26.2763	39.4144	2,102.10	4,554.55	54,654.70
		STEP F	26.9252	40.3878	2,154.01	4,667.03	56,004.41
		STEP G	27.5901	41.3851	2,207.20	4,782.28	57,387.40
		STEP H	28.2714	42.4071	2,261.71	4,900.37	58,804.51
		STEP I	28.9696	43.4544	2,317.56	5,021.39	60,256.76
		STEP J	29.6850	44.5275	2,374.80	5,145.40	61,744.80
		STEP K	30.4181	45.6271	2,433.44	5,272.47	63,269.64
		STEP L	31.1693	46.7539	2,493.54	5,402.67	64,832.14
		STEP M	31.9390	47.9085	2,555.12	5,536.09	66,433.12
		STEP N	32.7278	49.0917	2,618.22	5,672.81	68,073.82
		STEP O	33.5360	50.3040	2,682.88	5,812.90	69,754.88
B422	COMMUNITY RELATIONS ANALYST						
		STEP A	25.5570	38.3355	2,044.56	4,429.88	53,158.56
		STEP B	26.1882	39.2823	2,095.05	4,539.28	54,471.45
		STEP C	26.8349	40.2523	2,146.79	4,651.38	55,816.59
		STEP D	27.4976	41.2464	2,199.80	4,766.25	57,195.00
		STEP E	28.1767	42.2650	2,254.13	4,883.96	58,607.53
		STEP F	28.8725	43.3087	2,309.80	5,004.56	60,054.80
		STEP G	29.5855	44.3782	2,366.84	5,128.15	61,537.84
		STEP H	30.3162	45.4743	2,425.29	5,254.80	63,057.69
		STEP I	31.0648	46.5972	2,485.18	5,384.56	64,614.78
		STEP J	31.8320	47.7480	2,546.56	5,517.54	66,210.56
		STEP K	32.6181	48.9271	2,609.44	5,653.80	67,845.64
		STEP L	33.4236	50.1354	2,673.88	5,793.42	69,521.08
		STEP M	34.2490	51.3735	2,739.92	5,936.49	71,237.92
		STEP N	35.0948	52.6422	2,807.58	6,083.09	72,997.18
		STEP O	35.9615	53.9422	2,876.92	6,233.32	74,799.92
B423	CONSTRUCTION INSPECTION SUPV						
		STEP A	31.2610	46.8915	2,500.88	5,418.57	65,022.88
		STEP B	32.0329	48.0493	2,562.63	5,552.36	66,628.43
		STEP C	32.8240	49.2360	2,625.92	5,689.49	68,273.92
		STEP D	33.6346	50.4519	2,690.76	5,830.00	69,959.96
		STEP E	34.4652	51.6978	2,757.21	5,973.96	71,687.61
		STEP F	35.3163	52.9744	2,825.30	6,121.49	73,457.90
		STEP G	36.1885	54.2827	2,895.08	6,272.67	75,272.08
		STEP H	37.0821	55.6231	2,966.56	6,427.56	77,130.76
		STEP I	37.9979	56.9968	3,039.83	6,586.30	79,035.63
		STEP J	38.9363	58.4044	3,114.90	6,748.95	80,987.50
		STEP K	39.8978	59.8467	3,191.82	6,915.61	82,987.42
		STEP L	40.8831	61.3246	3,270.64	7,086.40	85,036.84
		STEP M	41.8927	62.8390	3,351.41	7,261.40	87,136.81
		STEP N	42.9273	64.3909	3,434.18	7,440.73	89,288.78
		STEP O	43.9874	65.9811	3,518.99	7,624.48	91,493.79

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B424	CONSTRUCTION INSPECTOR I	STEP A	22.4649	33.6973	1,797.19	3,893.91	46,726.99
		STEP B	23.0197	34.5295	1,841.57	3,990.08	47,880.97
		STEP C	23.5882	35.3823	1,887.05	4,088.62	49,063.45
		STEP D	24.1707	36.2560	1,933.65	4,189.58	50,275.05
		STEP E	24.7676	37.1514	1,981.40	4,293.05	51,516.60
		STEP F	25.3792	38.0688	2,030.33	4,399.06	52,788.73
		STEP G	26.0060	39.0090	2,080.48	4,507.70	54,092.48
		STEP H	26.6482	39.9723	2,131.85	4,619.02	55,428.25
		STEP I	27.3063	40.9594	2,184.50	4,733.09	56,797.10
		STEP J	27.9806	41.9709	2,238.44	4,849.97	58,199.64
		STEP K	28.6716	43.0074	2,293.72	4,969.74	59,636.92
		STEP L	29.3797	44.0695	2,350.37	5,092.48	61,109.77
		STEP M	30.1052	45.1578	2,408.41	5,218.23	62,618.81
		STEP N	30.8487	46.2730	2,467.89	5,347.10	64,165.29
		STEP O	31.6105	47.4157	2,528.84	5,479.15	65,749.84
B425	CONSTRUCTION INSPECTOR II	STEP A	24.7122	37.0683	1,976.97	4,283.44	51,401.37
		STEP B	25.3224	37.9836	2,025.79	4,389.21	52,670.59
		STEP C	25.9478	38.9217	2,075.82	4,497.61	53,971.42
		STEP D	26.5885	39.8827	2,127.08	4,608.67	55,304.08
		STEP E	27.2452	40.8678	2,179.61	4,722.50	56,670.01
		STEP F	27.9180	41.8770	2,233.44	4,839.12	58,069.44
		STEP G	28.6074	42.9111	2,288.59	4,958.61	59,503.39
		STEP H	29.3139	43.9708	2,345.11	5,081.07	60,972.91
		STEP I	30.0378	45.0567	2,403.02	5,206.55	62,478.62
		STEP J	30.7796	46.1694	2,462.36	5,335.13	64,021.56
		STEP K	31.5397	47.3095	2,523.17	5,466.88	65,602.57
		STEP L	32.3186	48.4779	2,585.48	5,601.89	67,222.68
		STEP M	33.1167	49.6750	2,649.33	5,740.22	68,882.73
		STEP N	33.9346	50.9019	2,714.76	5,882.00	70,583.96
		STEP O	34.7726	52.1589	2,781.80	6,027.25	72,327.00
B426	COURIER	STEP A	13.0156	19.5234	1,041.24	2,256.03	27,072.44
		STEP B	13.3371	20.0056	1,066.96	2,311.76	27,741.16
		STEP C	13.6664	20.4996	1,093.31	2,368.84	28,426.11
		STEP D	14.0039	21.0058	1,120.31	2,427.34	29,128.11
		STEP E	14.3498	21.5247	1,147.98	2,487.29	29,847.58
		STEP F	14.7041	22.0561	1,176.32	2,548.71	30,584.52
		STEP G	15.0673	22.6009	1,205.38	2,611.66	31,339.98
		STEP H	15.4394	23.1591	1,235.15	2,676.16	32,113.95
		STEP I	15.8206	23.7309	1,265.64	2,742.23	32,906.84
		STEP J	16.2113	24.3169	1,296.90	2,809.95	33,719.50
		STEP K	16.6117	24.9175	1,328.93	2,879.36	34,552.33
		STEP L	17.0219	25.5328	1,361.75	2,950.46	35,405.55
		STEP M	17.4423	26.1634	1,395.38	3,023.33	36,279.98
		STEP N	17.8730	26.8095	1,429.84	3,097.98	37,175.84
		STEP O	18.3144	27.4716	1,465.15	3,174.49	38,093.95

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B427	CUSTODIAN	STEP A	15.2303	22.8454	1,218.42	2,639.91	31,679.02
		STEP B	15.6064	23.4096	1,248.51	2,705.10	32,461.31
		STEP C	15.9918	23.9877	1,279.34	2,771.91	33,262.94
		STEP D	16.3867	24.5800	1,310.93	2,840.36	34,084.33
		STEP E	16.7914	25.1871	1,343.31	2,910.50	34,926.11
		STEP F	17.2061	25.8091	1,376.48	2,982.39	35,788.68
		STEP G	17.6310	26.4465	1,410.48	3,056.04	36,672.48
		STEP H	18.0664	27.0996	1,445.31	3,131.50	37,578.11
		STEP I	18.5125	27.7687	1,481.00	3,208.83	38,506.00
		STEP J	18.9697	28.4545	1,517.57	3,288.08	39,456.97
		STEP K	19.4382	29.1573	1,555.05	3,369.28	40,431.45
		STEP L	19.9182	29.8773	1,593.45	3,452.48	41,429.85
		STEP M	20.4101	30.6151	1,632.80	3,537.75	42,453.00
		STEP N	20.9141	31.3711	1,673.12	3,625.11	43,501.32
		STEP O	21.4306	32.1459	1,714.44	3,714.63	44,575.64
B428	DATA MANAGEMENT SPECIALIST I	STEP A	27.9531	41.9296	2,236.24	4,845.20	58,142.44
		STEP B	28.2849	42.4273	2,262.79	4,902.71	58,832.59
		STEP C	28.9834	43.4751	2,318.67	5,023.78	60,285.47
		STEP D	29.6992	44.5488	2,375.93	5,147.86	61,774.33
		STEP E	30.4326	45.6489	2,434.60	5,274.98	63,299.80
		STEP F	31.1842	46.7763	2,494.73	5,405.26	64,863.13
		STEP G	31.9543	47.9314	2,556.34	5,538.74	66,464.94
		STEP H	32.7434	49.1151	2,619.47	5,675.52	68,106.27
		STEP I	33.5520	50.3280	2,684.16	5,815.68	69,788.16
		STEP J	34.3806	51.5709	2,750.44	5,959.30	71,511.64
		STEP K	35.2296	52.8444	2,818.36	6,106.46	73,277.56
		STEP L	36.0996	54.1494	2,887.96	6,257.26	75,087.16
		STEP M	36.9911	55.4866	2,959.28	6,411.79	76,941.48
		STEP N	37.9046	56.8569	3,032.36	6,570.13	78,841.56
		STEP O	38.8407	58.2610	3,107.25	6,732.38	80,788.65
B429	DATA MANAGEMENT SPECIALIST II	STEP A	30.3640	45.5460	2,429.12	5,263.09	63,157.12
		STEP B	31.1135	46.6702	2,489.08	5,393.00	64,716.08
		STEP C	31.8819	47.8228	2,550.55	5,526.19	66,314.35
		STEP D	32.6692	49.0038	2,613.53	5,662.66	67,951.93
		STEP E	33.4760	50.2140	2,678.08	5,802.50	69,630.08
		STEP F	34.3027	51.4540	2,744.21	5,945.80	71,349.61
		STEP G	35.1498	52.7247	2,811.98	6,092.63	73,111.58
		STEP H	36.0178	54.0267	2,881.42	6,243.08	74,917.02
		STEP I	36.9073	55.3609	2,952.58	6,397.26	76,767.18
		STEP J	37.8187	56.7280	3,025.49	6,555.24	78,662.89
		STEP K	38.7527	58.1290	3,100.21	6,717.13	80,605.61
		STEP L	39.7097	59.5645	3,176.77	6,883.01	82,596.17
		STEP M	40.6904	61.0356	3,255.23	7,053.00	84,636.03
		STEP N	41.6952	62.5428	3,335.61	7,227.16	86,726.01
		STEP O	42.7249	64.0873	3,417.99	7,405.64	88,867.79

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B430	DATABASE ANALYST I	STEP A	27.8241	41.7361	2,225.92	4,822.84	57,874.12
		STEP B	28.5112	42.7668	2,280.89	4,941.94	59,303.29
		STEP C	29.2153	43.8229	2,337.22	5,063.98	60,767.82
		STEP D	29.9368	44.9052	2,394.94	5,189.04	62,268.54
		STEP E	30.6761	46.0141	2,454.08	5,317.19	63,806.28
		STEP F	31.4337	47.1505	2,514.69	5,448.50	65,382.09
		STEP G	32.2100	48.3150	2,576.80	5,583.06	66,996.80
		STEP H	33.0054	49.5081	2,640.43	5,720.93	68,651.23
		STEP I	33.8205	50.7307	2,705.64	5,862.22	70,346.64
		STEP J	34.6557	51.9835	2,772.45	6,006.98	72,083.85
		STEP K	35.5115	53.2672	2,840.92	6,155.32	73,863.92
		STEP L	36.3885	54.5827	2,911.08	6,307.34	75,688.08
		STEP M	37.2871	55.9306	2,982.96	6,463.09	77,557.16
		STEP N	38.2079	57.3118	3,056.63	6,622.70	79,472.43
		STEP O	39.1515	58.7272	3,132.12	6,786.26	81,435.12
B431	DATABASE ANALYST II	STEP A	30.6046	45.9069	2,448.36	5,304.79	63,657.56
		STEP B	31.3604	47.0406	2,508.83	5,435.80	65,229.63
		STEP C	32.1349	48.2023	2,570.79	5,570.04	66,840.59
		STEP D	32.9285	49.3927	2,634.28	5,707.60	68,491.28
		STEP E	33.7417	50.6125	2,699.33	5,848.56	70,182.73
		STEP F	34.5749	51.8623	2,765.99	5,992.98	71,915.79
		STEP G	35.4288	53.1432	2,834.30	6,140.99	73,691.90
		STEP H	36.3037	54.4555	2,904.29	6,292.64	75,511.69
		STEP I	37.2002	55.8003	2,976.01	6,448.03	77,376.41
		STEP J	38.1189	57.1783	3,049.51	6,607.27	79,287.31
		STEP K	39.0603	58.5904	3,124.82	6,770.45	81,245.42
		STEP L	40.0249	60.0373	3,201.99	6,937.64	83,251.79
		STEP M	41.0133	61.5199	3,281.06	7,108.97	85,307.66
		STEP N	42.0261	63.0391	3,362.08	7,284.52	87,414.28
		STEP O	43.0640	64.5960	3,445.12	7,464.42	89,573.12
B432	DEPUTY CITY CLERK I	STEP A	14.6095	21.9142	1,168.76	2,532.31	30,387.76
		STEP B	14.9703	22.4554	1,197.62	2,594.85	31,138.22
		STEP C	15.3400	23.0100	1,227.20	2,658.93	31,907.20
		STEP D	15.7188	23.5782	1,257.50	2,724.59	32,695.10
		STEP E	16.1070	24.1605	1,288.56	2,791.88	33,502.56
		STEP F	16.5047	24.7570	1,320.37	2,860.81	34,329.77
		STEP G	16.9123	25.3684	1,352.98	2,931.46	35,177.58
		STEP H	17.3300	25.9950	1,386.40	3,003.86	36,046.40
		STEP I	17.7580	26.6370	1,420.64	3,078.05	36,936.64
		STEP J	18.1965	27.2947	1,455.72	3,154.06	37,848.72
		STEP K	18.6459	27.9688	1,491.67	3,231.95	38,783.47
		STEP L	19.1063	28.6594	1,528.50	3,311.75	39,741.10
		STEP M	19.5782	29.3673	1,566.25	3,393.55	40,722.65
		STEP N	20.0617	30.0925	1,604.93	3,477.36	41,728.33
		STEP O	20.5571	30.8356	1,644.56	3,563.23	42,758.76

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B433	DEPUTY CITY CLERK II	STEP A	16.0707	24.1060	1,285.65	2,785.58	33,427.05
		STEP B	16.4676	24.7014	1,317.40	2,854.38	34,252.60
		STEP C	18.8743	28.3114	1,509.94	3,271.54	39,258.54
		STEP D	17.2910	25.9365	1,383.28	2,997.10	35,965.28
		STEP E	17.7180	26.5770	1,417.44	3,071.12	36,853.44
		STEP F	18.1555	27.2332	1,452.44	3,146.95	37,763.44
		STEP G	18.6039	27.9058	1,488.31	3,224.67	38,696.11
		STEP H	19.0633	28.5949	1,525.06	3,304.30	39,651.66
		STEP I	19.5341	29.3011	1,562.72	3,385.91	40,630.92
		STEP J	20.0165	30.0247	1,601.32	3,469.52	41,634.32
		STEP K	20.5108	30.7662	1,640.86	3,555.20	42,662.46
		STEP L	21.0173	31.5259	1,681.38	3,643.00	43,715.98
		STEP M	21.5364	32.3046	1,722.91	3,732.97	44,795.71
		STEP N	22.0682	33.1023	1,765.45	3,825.15	45,901.85
		STEP O	22.6132	33.9198	1,809.05	3,919.62	47,035.45
B434	DEVELOPMENT TECHNICIAN I	STEP A	20.0598	30.0897	1,604.78	3,477.03	41,724.38
		STEP B	20.5552	30.8328	1,644.41	3,562.90	42,754.81
		STEP C	21.0628	31.5942	1,685.02	3,650.88	43,810.62
		STEP D	21.5830	32.3745	1,726.64	3,741.05	44,892.64
		STEP E	22.1160	33.1740	1,769.28	3,833.44	46,001.28
		STEP F	22.6621	33.9931	1,812.96	3,928.09	47,137.16
		STEP G	23.2218	34.8327	1,857.74	4,025.11	48,301.34
		STEP H	23.7953	35.6929	1,903.62	4,124.51	49,494.22
		STEP I	24.3829	36.5743	1,950.63	4,226.36	50,716.43
		STEP J	24.9850	37.4775	1,998.80	4,330.73	51,968.80
		STEP K	25.6021	38.4031	2,048.16	4,437.69	53,252.36
		STEP L	26.2343	39.3514	2,098.74	4,547.27	54,567.34
		STEP M	26.8822	40.3233	2,150.57	4,659.58	55,914.97
		STEP N	27.5460	41.3190	2,203.68	4,774.64	57,295.68
		STEP O	28.2263	42.3394	2,258.10	4,892.55	58,710.70
B435	DEVELOPMENT TECHNICIAN II	STEP A	22.0658	33.0987	1,765.26	3,824.73	45,896.86
		STEP B	22.6107	33.9160	1,808.85	3,919.18	47,030.25
		STEP C	23.1691	34.7536	1,853.52	4,015.97	48,191.72
		STEP D	23.7412	35.6118	1,899.29	4,115.14	49,381.69
		STEP E	24.3275	36.4912	1,946.20	4,216.76	50,601.20
		STEP F	24.9283	37.3924	1,994.26	4,320.90	51,850.86
		STEP G	25.5439	38.3158	2,043.51	4,427.60	53,131.31
		STEP H	26.1748	39.2622	2,093.98	4,536.96	54,443.58
		STEP I	26.8212	40.2318	2,145.69	4,649.00	55,788.09
		STEP J	27.4835	41.2252	2,198.68	4,763.80	57,165.68
		STEP K	28.1622	42.2433	2,252.97	4,881.44	58,577.37
		STEP L	28.8577	43.2865	2,308.61	5,002.00	60,024.01
		STEP M	29.5704	44.3556	2,365.63	5,125.53	61,506.43
		STEP N	30.3006	45.4509	2,424.04	5,252.10	63,025.24
		STEP O	31.0489	46.5733	2,483.91	5,381.80	64,581.71

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B438	ENERGY PROGRAM TECHNICIAN	STEP A	20.7915	31.1872	1,663.32	3,603.86	43,246.32
		STEP B	21.3050	31.9575	1,704.40	3,692.86	44,314.40
		STEP C	21.8311	32.7466	1,746.48	3,784.05	45,408.68
		STEP D	22.3702	33.5553	1,789.61	3,877.50	46,530.01
		STEP E	22.9227	34.3840	1,833.81	3,973.26	47,679.21
		STEP F	23.4888	35.2332	1,879.10	4,071.39	48,856.70
		STEP G	24.0688	36.1032	1,925.50	4,171.92	50,063.10
		STEP H	24.6632	36.9948	1,973.05	4,274.95	51,299.45
		STEP I	25.2723	37.9084	2,021.78	4,380.53	52,566.38
		STEP J	25.8964	38.8446	2,071.71	4,488.70	53,864.51
		STEP K	26.5359	39.8038	2,122.87	4,599.55	55,194.67
		STEP L	27.1912	40.7868	2,175.29	4,713.14	56,557.69
		STEP M	27.8627	41.7940	2,229.01	4,829.53	57,954.41
		STEP N	28.5508	42.8262	2,284.06	4,948.80	59,385.66
		STEP O	29.2559	43.8838	2,340.47	5,071.02	60,852.27
B440	ENGINEERING TECHNICIAN I	STEP A	20.1226	30.1839	1,609.80	3,487.91	41,855.00
		STEP B	20.6195	30.9292	1,649.56	3,574.04	42,888.56
		STEP C	21.1287	31.6930	1,690.29	3,662.30	43,947.69
		STEP D	21.6505	32.4757	1,732.04	3,752.75	45,033.04
		STEP E	22.1852	33.2778	1,774.81	3,845.43	46,145.21
		STEP F	22.7330	34.0995	1,818.64	3,940.38	47,284.64
		STEP G	23.2944	34.9416	1,863.55	4,037.69	48,452.35
		STEP H	23.8697	35.8045	1,909.57	4,137.41	49,648.97
		STEP I	24.4592	36.6888	1,956.73	4,239.59	50,875.13
		STEP J	25.0632	37.5948	2,005.05	4,344.28	52,131.45
		STEP K	25.6821	38.5231	2,054.56	4,451.56	53,418.76
		STEP L	26.3164	39.4746	2,105.31	4,561.50	54,738.11
		STEP M	26.9663	40.4494	2,157.30	4,674.15	56,089.90
		STEP N	27.6322	41.4483	2,210.57	4,789.58	57,474.97
		STEP O	28.3146	42.4719	2,265.16	4,907.86	58,894.36
B441	ENGINEERING TECHNICIAN II	STEP A	22.1349	33.2023	1,770.79	3,836.71	46,040.59
		STEP B	22.6815	34.0222	1,814.52	3,931.46	47,177.52
		STEP C	23.2416	34.8624	1,859.32	4,028.54	48,342.52
		STEP D	23.8156	35.7234	1,905.24	4,128.03	49,536.44
		STEP E	24.4037	36.6055	1,952.29	4,229.97	50,759.69
		STEP F	25.0064	37.5096	2,000.51	4,334.44	52,013.31
		STEP G	25.6239	38.4358	2,049.91	4,441.47	53,297.71
		STEP H	26.2567	39.3850	2,100.53	4,551.16	54,613.93
		STEP I	26.9051	40.3576	2,152.40	4,663.55	55,962.60
		STEP J	27.5696	41.3544	2,205.56	4,778.73	57,344.76
		STEP K	28.2504	42.3756	2,260.03	4,896.73	58,760.83
		STEP L	28.9480	43.4220	2,315.84	5,017.65	60,211.84
		STEP M	29.6629	44.4943	2,373.03	5,141.56	61,698.83
		STEP N	30.3955	45.5932	2,431.64	5,268.55	63,222.64
		STEP O	31.1461	46.7191	2,491.68	5,398.65	64,783.88

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B442	ENVIRONMENTAL COMPL SPEC I						
		STEP A	20.5911	30.8866	1,647.28	3,569.12	42,829.48
		STEP B	21.0995	31.6492	1,687.96	3,657.24	43,886.96
		STEP C	21.6205	32.4307	1,729.64	3,747.55	44,970.64
		STEP D	22.1545	33.2317	1,772.36	3,840.11	46,081.36
		STEP E	22.7016	34.0524	1,816.12	3,934.94	47,219.32
		STEP F	23.2622	34.8933	1,860.97	4,032.11	48,385.37
		STEP G	23.8367	35.7550	1,906.93	4,131.69	49,580.33
		STEP H	24.4253	36.6379	1,954.02	4,233.71	50,804.62
		STEP I	25.0285	37.5427	2,002.28	4,338.27	52,059.28
		STEP J	25.6466	38.4699	2,051.72	4,445.41	53,344.92
		STEP K	26.2800	39.4200	2,102.40	4,555.20	54,662.40
		STEP L	26.9290	40.3935	2,154.32	4,667.69	56,012.32
		STEP M	27.5940	41.3910	2,207.52	4,782.96	57,395.52
		STEP N	28.2754	42.4131	2,262.03	4,901.06	58,812.83
		STEP O	28.9737	43.4605	2,317.89	5,022.10	60,265.29
B443	ENVIRONMENTAL COMPL SPEC II						
		STEP A	22.6494	33.9741	1,811.95	3,925.89	47,110.75
		STEP B	23.2088	34.8132	1,856.70	4,022.85	48,274.30
		STEP C	23.7819	35.6728	1,902.55	4,122.19	49,466.35
		STEP D	24.3692	36.5538	1,949.53	4,223.99	50,687.93
		STEP E	24.9711	37.4566	1,997.68	4,328.32	51,939.88
		STEP F	25.5877	38.3815	2,047.01	4,435.20	53,222.41
		STEP G	26.2196	39.3294	2,097.56	4,544.73	54,536.76
		STEP H	26.8671	40.3006	2,149.36	4,656.96	55,883.56
		STEP I	27.5306	41.2959	2,202.44	4,771.97	57,263.64
		STEP J	28.2105	42.3157	2,256.84	4,889.82	58,677.84
		STEP K	28.9072	43.3608	2,312.57	5,010.58	60,126.97
		STEP L	29.6210	44.4315	2,369.68	5,134.30	61,611.68
		STEP M	30.3526	45.5289	2,428.20	5,261.11	63,133.40
		STEP N	31.1021	46.6531	2,488.16	5,391.03	64,692.36
		STEP O	31.8702	47.8053	2,549.61	5,524.16	66,290.01
B444	EQUIPMENT SERVICEWORKER						
		STEP A	18.7292	28.0938	1,498.33	3,246.39	38,956.73
		STEP B	19.1918	28.7877	1,535.34	3,326.57	39,918.94
		STEP C	19.6658	29.4987	1,573.26	3,408.73	40,904.86
		STEP D	20.1514	30.2271	1,612.11	3,492.90	41,914.91
		STEP E	20.6491	30.9736	1,651.92	3,579.17	42,950.12
		STEP F	21.1590	31.7385	1,692.72	3,667.56	44,010.72
		STEP G	21.6815	32.5222	1,734.52	3,758.12	45,097.52
		STEP H	22.2170	33.3255	1,777.36	3,850.94	46,211.36
		STEP I	22.7656	34.1484	1,821.24	3,946.03	47,352.44
		STEP J	23.3278	34.9917	1,866.22	4,043.48	48,521.82
		STEP K	23.9039	35.8558	1,912.31	4,143.34	49,720.11
		STEP L	24.4942	36.7413	1,959.53	4,245.66	50,947.93
		STEP M	25.0991	37.6486	2,007.92	4,350.51	52,206.12
		STEP N	25.7190	38.5785	2,057.52	4,457.96	53,495.52
		STEP O	26.3541	39.5311	2,108.32	4,568.04	54,816.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B445	FINANCE CLERK I	STEP A	16.1857	24.2785	1,294.85	2,805.52	33,666.25
		STEP B	16.5854	24.8781	1,326.83	2,874.80	34,497.63
		STEP C	16.9950	25.4925	1,359.60	2,945.80	35,349.60
		STEP D	17.4147	26.1220	1,393.17	3,018.54	36,222.57
		STEP E	17.8448	26.7672	1,427.58	3,093.09	37,117.18
		STEP F	18.2854	27.4281	1,462.83	3,169.46	38,033.63
		STEP G	18.7370	28.1055	1,498.96	3,247.74	38,972.96
		STEP H	19.1997	28.7995	1,535.97	3,327.94	39,935.37
		STEP I	19.6739	29.5108	1,573.91	3,410.14	40,921.71
		STEP J	20.1597	30.2395	1,612.77	3,494.34	41,932.17
		STEP K	20.6576	30.9864	1,652.60	3,580.65	42,967.80
		STEP L	21.1677	31.7515	1,693.41	3,669.06	44,028.81
		STEP M	21.6905	32.5357	1,735.24	3,759.68	45,116.24
		STEP N	22.2261	33.3391	1,778.08	3,852.52	46,230.28
		STEP O	22.7750	34.1625	1,822.00	3,947.66	47,372.00
B446	FINANCE CLERK II	STEP A	17.8043	26.7064	1,424.34	3,086.07	37,032.94
		STEP B	18.2439	27.3658	1,459.51	3,162.27	37,947.31
		STEP C	18.6944	28.0416	1,495.55	3,240.36	38,884.35
		STEP D	19.1561	28.7341	1,532.48	3,320.39	39,844.68
		STEP E	19.6291	29.4436	1,570.32	3,402.37	40,828.52
		STEP F	20.1139	30.1708	1,609.11	3,486.40	41,836.91
		STEP G	20.6106	30.9159	1,648.84	3,572.50	42,870.04
		STEP H	21.1196	31.6794	1,689.56	3,660.73	43,928.76
		STEP I	21.6412	32.4618	1,731.29	3,751.14	45,013.69
		STEP J	22.1756	33.2634	1,774.04	3,843.77	46,125.24
		STEP K	22.7232	34.0848	1,817.85	3,938.68	47,264.25
		STEP L	23.2844	34.9266	1,862.75	4,035.96	48,431.55
		STEP M	23.8594	35.7891	1,908.75	4,135.62	49,627.55
		STEP N	24.4486	36.6729	1,955.88	4,237.75	50,853.08
		STEP O	25.0524	37.5786	2,004.19	4,342.41	52,108.99
B447	FINANCE TECHNICIAN I	STEP A	18.5859	27.8788	1,486.87	3,221.55	38,658.67
		STEP B	19.0448	28.5672	1,523.58	3,301.09	39,613.18
		STEP C	19.5151	29.2726	1,561.20	3,382.61	40,591.40
		STEP D	19.9970	29.9955	1,599.76	3,466.14	41,593.76
		STEP E	20.4909	30.7363	1,639.27	3,551.75	42,621.07
		STEP F	20.9969	31.4953	1,679.75	3,639.46	43,673.55
		STEP G	21.5154	32.2731	1,721.23	3,729.33	44,752.03
		STEP H	22.0468	33.0702	1,763.74	3,821.44	45,857.34
		STEP I	22.5912	33.8868	1,807.29	3,915.80	46,989.69
		STEP J	23.1491	34.7236	1,851.92	4,012.51	48,150.12
		STEP K	23.7208	35.5812	1,897.66	4,111.60	49,339.26
		STEP L	24.3066	36.4599	1,944.52	4,213.14	50,557.72
		STEP M	24.9068	37.3602	1,992.54	4,317.17	51,806.14
		STEP N	25.5219	38.2828	2,041.75	4,423.79	53,085.55
		STEP O	26.1522	39.2283	2,092.17	4,533.04	54,396.57

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B448	FINANCE TECHNICIAN II	STEP A	20.4446	30.6669	1,635.56	3,543.73	42,524.76
		STEP B	20.9492	31.4238	1,675.93	3,631.19	43,574.33
		STEP C	21.4666	32.1999	1,717.32	3,720.87	44,650.52
		STEP D	21.9967	32.9950	1,759.73	3,812.76	45,753.13
		STEP E	22.5399	33.8098	1,803.19	3,906.91	46,882.99
		STEP F	23.0966	34.6449	1,847.72	4,003.41	48,040.92
		STEP G	23.6670	35.5005	1,893.36	4,102.28	49,227.36
		STEP H	24.2514	36.3771	1,940.11	4,203.57	50,442.91
		STEP I	24.8503	37.2754	1,988.02	4,307.38	51,688.62
		STEP J	25.4640	38.1960	2,037.12	4,413.76	52,965.12
		STEP K	26.0928	39.1392	2,087.42	4,522.75	54,273.02
		STEP L	26.7372	40.1058	2,138.97	4,634.44	55,613.37
		STEP M	27.3975	41.0962	2,191.80	4,748.90	56,986.80
		STEP N	28.0741	42.1111	2,245.92	4,866.17	58,394.12
		STEP O	28.7674	43.1511	2,301.39	4,986.34	59,836.19
B449	FINANCIAL ANALYST I	STEP A	29.7162	44.5743	2,377.29	5,150.80	61,809.69
		STEP B	30.4499	45.6748	2,435.99	5,277.98	63,335.79
		STEP C	31.2018	46.8027	2,496.14	5,408.31	64,899.74
		STEP D	31.9724	47.9586	2,557.79	5,541.88	66,502.59
		STEP E	32.7619	49.1428	2,620.95	5,678.72	68,144.75
		STEP F	33.5710	50.3565	2,685.68	5,818.97	69,827.68
		STEP G	34.4001	51.6001	2,752.00	5,962.68	71,552.20
		STEP H	35.2496	52.8744	2,819.96	6,109.93	73,319.16
		STEP I	36.1201	54.1801	2,889.60	6,260.81	75,129.80
		STEP J	37.0121	55.5181	2,960.96	6,415.43	76,985.16
		STEP K	37.9261	56.8891	3,034.08	6,573.85	78,886.28
		STEP L	38.8627	58.2940	3,109.01	6,736.20	80,834.41
		STEP M	39.8225	59.7337	3,185.80	6,902.56	82,830.80
		STEP N	40.8059	61.2088	3,264.47	7,073.02	84,876.27
		STEP O	41.8136	62.7204	3,345.08	7,247.69	86,972.28
B450	FINANCIAL ANALYST II	STEP A	33.5734	50.3601	2,685.87	5,819.38	69,832.67
		STEP B	34.4023	51.6034	2,752.18	5,963.06	71,556.78
		STEP C	35.2519	52.8778	2,820.15	6,110.32	73,323.95
		STEP D	36.1225	54.1837	2,889.80	6,261.23	75,134.80
		STEP E	37.0145	55.5217	2,961.16	6,415.84	76,990.16
		STEP F	37.9286	56.8929	3,034.28	6,574.29	78,891.48
		STEP G	38.8653	58.2979	3,109.22	6,736.65	80,839.82
		STEP H	39.8251	59.7376	3,186.00	6,903.01	82,836.20
		STEP I	40.8086	61.2129	3,264.68	7,073.49	84,881.88
		STEP J	41.8163	62.7244	3,345.30	7,248.15	86,977.90
		STEP K	42.8490	64.2735	3,427.92	7,427.16	89,125.92
		STEP L	43.9072	65.8608	3,512.57	7,610.58	91,326.97
		STEP M	44.9915	67.4872	3,599.32	7,798.52	93,582.32
		STEP N	46.1026	69.1539	3,688.20	7,991.11	95,893.40
		STEP O	47.2411	70.8616	3,779.28	8,188.45	98,261.48

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B451	FIRE TECHNICIAN I	STEP A	18.3946	27.5919	1,471.56	3,188.39	38,260.76
		STEP B	18.8486	28.2729	1,507.88	3,267.09	39,205.08
		STEP C	19.3141	28.9711	1,545.12	3,347.77	40,173.32
		STEP D	19.7910	29.6865	1,583.28	3,430.44	41,165.28
		STEP E	20.2798	30.4197	1,622.38	3,515.16	42,181.98
		STEP F	20.7806	31.1709	1,662.44	3,601.97	43,223.64
		STEP G	21.2938	31.9407	1,703.50	3,690.92	44,291.10
		STEP H	21.8196	32.7294	1,745.56	3,782.06	45,384.76
		STEP I	22.3585	33.5377	1,788.68	3,875.47	46,505.68
		STEP J	22.9106	34.3659	1,832.84	3,971.17	47,654.04
		STEP K	23.4764	35.2146	1,878.11	4,069.24	48,830.91
		STEP L	24.0562	36.0843	1,924.49	4,169.74	50,036.89
		STEP M	24.6503	36.9754	1,972.02	4,272.71	51,272.62
		STEP N	25.2590	37.8885	2,020.72	4,378.22	52,538.72
		STEP O	25.8828	38.8242	2,070.62	4,486.35	53,836.22
B452	FIRE TECHNICIAN II	STEP A	21.0674	31.6011	1,685.39	3,651.68	43,820.19
		STEP B	21.5878	32.3817	1,727.02	3,741.88	44,902.62
		STEP C	22.1209	33.1813	1,769.67	3,834.28	46,011.47
		STEP D	22.6672	34.0008	1,813.37	3,928.98	47,147.77
		STEP E	23.2269	34.8403	1,858.15	4,026.00	48,311.95
		STEP F	23.8005	35.7007	1,904.04	4,125.42	49,505.04
		STEP G	24.3883	36.5824	1,951.06	4,227.30	50,727.66
		STEP H	24.9906	37.4859	1,999.24	4,331.70	51,980.44
		STEP I	25.6077	38.4115	2,048.61	4,438.66	53,264.01
		STEP J	26.2401	39.3601	2,099.20	4,548.28	54,579.40
		STEP K	26.8881	40.3321	2,151.04	4,660.60	55,927.24
		STEP L	27.5521	41.3281	2,204.16	4,775.69	57,308.36
		STEP M	28.2326	42.3489	2,258.60	4,893.65	58,723.80
		STEP N	28.9298	43.3947	2,314.38	5,014.49	60,173.98
		STEP O	29.6442	44.4663	2,371.53	5,138.32	61,659.93
B453	FLEET MANAGEMENT TECHNICIAN	STEP A	26.0606	39.0909	2,084.84	4,517.17	54,206.04
		STEP B	26.7040	40.0560	2,136.32	4,628.69	55,544.32
		STEP C	27.3635	41.0452	2,189.08	4,743.00	56,916.08
		STEP D	28.0392	42.0588	2,243.13	4,860.12	58,321.53
		STEP E	28.7317	43.0975	2,298.53	4,980.16	59,761.93
		STEP F	29.4412	44.1618	2,355.29	5,103.14	61,237.69
		STEP G	30.1683	45.2524	2,413.46	5,229.17	62,750.06
		STEP H	30.9133	46.3699	2,473.06	5,358.30	64,299.66
		STEP I	31.6767	47.5150	2,534.13	5,490.62	65,887.53
		STEP J	32.4590	48.6885	2,596.72	5,626.22	67,514.72
		STEP K	33.2605	49.8907	2,660.84	5,765.15	69,181.84
		STEP L	34.0819	51.1228	2,726.55	5,907.52	70,890.35
		STEP M	34.9236	52.3854	2,793.88	6,053.42	72,641.08
		STEP N	35.7860	53.6790	2,862.88	6,202.90	74,434.88
		STEP O	36.6698	55.0047	2,933.58	6,356.09	76,273.18

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B454	GIS ANALYST I	STEP A	25.9797	38.9695	2,078.37	4,503.14	54,037.77
		STEP B	26.6211	39.9316	2,129.68	4,614.32	55,371.88
		STEP C	27.2785	40.9177	2,182.28	4,728.27	56,739.28
		STEP D	27.9522	41.9283	2,236.17	4,845.04	58,140.57
		STEP E	28.6425	42.9637	2,291.40	4,964.70	59,576.40
		STEP F	29.3498	44.0247	2,347.98	5,087.29	61,047.58
		STEP G	30.0746	45.1119	2,405.96	5,212.93	62,555.16
		STEP H	30.8173	46.2259	2,465.38	5,341.66	64,099.98
		STEP I	31.5784	47.3676	2,526.27	5,473.58	65,683.07
		STEP J	32.3582	48.5373	2,588.65	5,608.75	67,305.05
		STEP K	33.1573	49.7359	2,652.58	5,747.26	68,967.18
		STEP L	33.9762	50.9643	2,718.09	5,889.20	70,670.49
		STEP M	34.8152	52.2228	2,785.21	6,034.63	72,415.61
		STEP N	35.6750	53.5125	2,854.00	6,183.66	74,204.00
		STEP O	36.5560	54.8340	2,924.48	6,336.37	76,036.48
B455	GIS ANALYST II	STEP A	28.7899	43.1848	2,303.19	4,990.24	59,882.99
		STEP B	29.5006	44.2509	2,360.04	5,113.43	61,361.24
		STEP C	30.2291	45.3436	2,418.32	5,239.71	62,876.52
		STEP D	30.9757	46.4635	2,478.05	5,369.12	64,429.45
		STEP E	31.7406	47.6109	2,539.24	5,501.70	66,020.44
		STEP F	32.5245	48.7867	2,601.96	5,637.58	67,650.96
		STEP G	33.3277	49.9915	2,666.21	5,776.80	69,321.61
		STEP H	34.1507	51.2260	2,732.05	5,919.45	71,033.45
		STEP I	34.9941	52.4911	2,799.52	6,065.64	72,787.72
		STEP J	35.8573	53.7859	2,868.58	6,215.26	74,583.18
		STEP K	36.7438	55.1157	2,939.50	6,368.92	76,427.10
		STEP L	37.6512	56.4768	3,012.09	6,526.20	78,314.49
		STEP M	38.5810	57.8715	3,086.48	6,687.37	80,248.48
		STEP N	39.5338	59.3007	3,162.70	6,852.52	82,230.30
		STEP O	40.5101	60.7651	3,240.80	7,021.75	84,261.00
B456	HOUSING ANALYST I	STEP A	26.1457	39.2185	2,091.65	4,531.92	54,383.05
		STEP B	26.7912	40.1868	2,143.29	4,643.80	55,725.69
		STEP C	27.4529	41.1793	2,196.23	4,758.50	57,102.03
		STEP D	28.1308	42.1962	2,250.46	4,876.00	58,512.06
		STEP E	28.8255	43.2382	2,306.04	4,996.42	59,957.04
		STEP F	29.5374	44.3061	2,362.99	5,119.81	61,437.79
		STEP G	30.2668	45.4002	2,421.34	5,246.24	62,954.94
		STEP H	31.0143	46.5214	2,481.14	5,375.81	64,509.74
		STEP I	31.7802	47.6703	2,542.41	5,508.56	66,102.81
		STEP J	32.5650	48.8475	2,605.20	5,644.60	67,735.20
		STEP K	33.3692	50.0538	2,669.53	5,783.99	69,407.93
		STEP L	34.1933	51.2899	2,735.46	5,926.83	71,122.06
		STEP M	35.0377	52.5565	2,803.01	6,073.20	72,878.41
		STEP N	35.9030	53.8545	2,872.24	6,223.18	74,678.24
		STEP O	36.7896	55.1844	2,943.16	6,376.86	76,522.36

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B457	HOUSING ANALYST II	STEP A	28.7602	43.1403	2,300.81	4,985.10	59,821.21
		STEP B	29.4705	44.2057	2,357.64	5,108.22	61,298.64
		STEP C	30.1983	45.2974	2,415.86	5,234.37	62,812.46
		STEP D	30.9440	46.4160	2,475.52	5,363.62	64,363.52
		STEP E	31.7082	47.5623	2,536.65	5,496.08	65,953.05
		STEP F	32.4912	48.7368	2,599.29	5,631.80	67,581.69
		STEP G	33.2936	49.9404	2,663.48	5,770.89	69,250.68
		STEP H	34.1158	51.1737	2,729.26	5,913.40	70,960.86
		STEP I	34.9583	52.4374	2,796.66	6,059.43	72,713.26
		STEP J	35.8216	53.7324	2,865.72	6,209.07	74,508.92
		STEP K	36.7063	55.0594	2,936.50	6,362.42	76,349.10
		STEP L	37.6127	56.4190	3,009.01	6,519.53	78,234.41
		STEP M	38.5416	57.8124	3,083.32	6,680.54	80,166.52
		STEP N	39.4934	59.2401	3,159.47	6,845.52	82,146.27
		STEP O	40.4687	60.7030	3,237.49	7,014.57	84,174.89
B458	HOUSING TECHNICIAN I	STEP A	18.4854	27.7281	1,478.83	3,204.13	38,449.63
		STEP B	18.9417	28.4125	1,515.33	3,283.22	39,398.73
		STEP C	19.4095	29.1142	1,552.76	3,364.31	40,371.76
		STEP D	19.8880	29.8320	1,591.04	3,447.25	41,367.04
		STEP E	20.3800	30.5700	1,630.40	3,532.53	42,390.40
		STEP F	20.8833	31.3249	1,670.66	3,619.77	43,437.26
		STEP G	21.3990	32.0985	1,711.92	3,709.16	44,509.92
		STEP H	21.9275	32.8912	1,754.20	3,800.76	45,609.20
		STEP I	22.4690	33.7035	1,797.52	3,894.62	46,735.52
		STEP J	23.0239	34.5358	1,841.91	3,990.80	47,889.71
		STEP K	23.5924	35.3886	1,887.39	4,089.34	49,072.19
		STEP L	24.1751	36.2626	1,934.00	4,190.35	50,284.20
		STEP M	24.7721	37.1581	1,981.76	4,293.83	51,525.96
		STEP N	25.3838	38.0757	2,030.70	4,399.85	52,798.30
		STEP O	26.0107	39.0160	2,080.85	4,508.52	54,102.25
B459	HOUSING TECHNICIAN II	STEP A	20.3346	30.5019	1,626.76	3,524.66	42,295.96
		STEP B	20.8366	31.2549	1,666.92	3,611.67	43,340.12
		STEP C	21.3512	32.0268	1,708.09	3,700.87	44,410.49
		STEP D	21.8784	32.8176	1,750.27	3,792.25	45,507.07
		STEP E	22.4187	33.6280	1,793.49	3,885.90	46,630.89
		STEP F	22.9724	34.4586	1,837.79	3,981.88	47,782.59
		STEP G	23.5397	35.3095	1,883.17	4,080.21	48,962.57
		STEP H	24.1210	36.1815	1,929.68	4,180.97	50,171.68
		STEP I	24.7167	37.0750	1,977.33	4,284.22	51,410.73
		STEP J	25.3271	37.9906	2,026.16	4,390.03	52,680.36
		STEP K	25.9525	38.9287	2,076.20	4,498.43	53,981.20
		STEP L	26.5934	39.8901	2,127.47	4,609.52	55,314.27
		STEP M	27.2502	40.8753	2,180.01	4,723.36	56,680.41
		STEP N	27.9231	41.8846	2,233.84	4,840.00	58,080.04
		STEP O	28.6127	42.9190	2,289.01	4,959.53	59,514.41

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B460	INDUSTRIAL WASTE SPECIALIST	STEP A	26.6112	39.9168	2,128.89	4,612.60	55,351.29
		STEP B	27.2682	40.9023	2,181.45	4,726.48	56,717.85
		STEP C	27.9416	41.9124	2,235.32	4,843.21	58,118.52
		STEP D	28.6316	42.9474	2,290.52	4,962.81	59,553.72
		STEP E	29.3387	44.0080	2,347.09	5,085.37	61,024.49
		STEP F	30.0632	45.0948	2,405.05	5,210.95	62,531.45
		STEP G	30.8056	46.2084	2,464.44	5,339.63	64,075.64
		STEP H	31.5664	47.3496	2,525.31	5,471.50	65,658.11
		STEP I	32.3459	48.5188	2,587.67	5,606.62	67,279.47
		STEP J	33.1447	49.7170	2,651.57	5,745.08	68,940.97
		STEP K	33.9632	50.9448	2,717.05	5,886.95	70,643.45
		STEP L	34.8020	52.2030	2,784.16	6,032.34	72,388.16
		STEP M	35.6614	53.4921	2,852.91	6,181.30	74,175.71
		STEP N	36.5421	54.8131	2,923.36	6,333.96	76,007.56
		STEP O	37.4445	56.1667	2,995.56	6,490.38	77,884.56
B461	INDUSTRIAL WASTE TECHNICIAN	STEP A	23.1393	34.7089	1,851.14	4,010.81	48,129.74
		STEP B	23.7106	35.5659	1,896.84	4,109.83	49,318.04
		STEP C	24.2962	36.4443	1,943.69	4,211.34	50,536.09
		STEP D	24.8962	37.3443	1,991.69	4,315.34	51,784.09
		STEP E	25.5110	38.2665	2,040.88	4,421.90	53,062.88
		STEP F	26.1410	39.2115	2,091.28	4,531.10	54,373.28
		STEP G	26.7865	40.1797	2,142.92	4,642.99	55,715.92
		STEP H	27.4481	41.1721	2,195.84	4,757.67	57,092.04
		STEP I	28.1259	42.1888	2,250.07	4,875.15	58,501.87
		STEP J	28.8205	43.2307	2,305.64	4,995.55	59,946.64
		STEP K	29.5322	44.2983	2,362.57	5,118.91	61,426.97
		STEP L	30.2615	45.3922	2,420.92	5,245.32	62,943.92
		STEP M	31.0088	46.5132	2,480.70	5,374.85	64,498.30
		STEP N	31.7746	47.6619	2,541.96	5,507.59	66,091.16
		STEP O	32.5593	48.8389	2,604.74	5,643.61	67,723.34
B463	INTERPRETIVE SRVC SPECIALST I	STEP A	19.6833	29.5249	1,574.66	3,411.77	40,941.26
		STEP B	20.1692	30.2538	1,613.53	3,495.99	41,951.93
		STEP C	20.6673	31.0009	1,653.38	3,582.33	42,987.98
		STEP D	21.1777	31.7665	1,694.21	3,670.80	44,049.61
		STEP E	21.7007	32.5510	1,736.05	3,761.45	45,137.45
		STEP F	22.2366	33.3549	1,778.92	3,854.34	46,252.12
		STEP G	22.7858	34.1787	1,822.86	3,949.53	47,394.46
		STEP H	23.3485	35.0227	1,867.88	4,047.07	48,564.88
		STEP I	23.9251	35.8876	1,914.00	4,147.01	49,764.20
		STEP J	24.5159	36.7738	1,961.27	4,249.42	50,993.07
		STEP K	25.1213	37.6819	2,009.70	4,354.35	52,252.30
		STEP L	25.7417	38.6125	2,059.33	4,461.89	53,542.73
		STEP M	36.3774	54.5661	2,910.19	6,305.41	75,664.99
		STEP N	27.0288	40.5432	2,162.30	4,684.99	56,219.90
		STEP O	27.6963	41.5444	2,215.70	4,800.69	57,608.30

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B462	INTERPRETIVE SRVC SPECIALST II	STEP A	21.6515	32.4772	1,732.12	3,752.92	45,035.12
		STEP B	22.1861	33.2791	1,774.88	3,845.59	46,147.08
		STEP C	22.7340	34.1010	1,818.72	3,940.56	47,286.72
		STEP D	23.2955	34.9432	1,863.64	4,037.88	48,454.64
		STEP E	23.8708	35.8062	1,909.66	4,137.60	49,651.26
		STEP F	24.4603	36.6904	1,956.82	4,239.78	50,877.42
		STEP G	25.0643	37.5964	2,005.14	4,344.47	52,133.74
		STEP H	25.6833	38.5249	2,054.66	4,451.77	53,421.26
		STEP I	26.3175	39.4762	2,105.40	4,561.70	54,740.40
		STEP J	26.9675	40.4512	2,157.40	4,674.36	56,092.40
		STEP K	27.6334	41.4501	2,210.67	4,789.78	57,477.47
		STEP L	28.3159	42.4738	2,265.27	4,908.08	58,897.07
		STEP M	29.0151	43.5226	2,321.20	5,029.28	60,351.40
		STEP N	29.7317	44.5975	2,378.53	5,153.49	61,841.93
		STEP O	30.4659	45.6988	2,437.27	5,280.75	63,369.07
B464	IRRIGATION TECHNICIAN	STEP A	24.2277	36.3415	1,938.21	4,199.46	50,393.61
		STEP B	24.8258	37.2387	1,986.06	4,303.13	51,637.66
		STEP C	25.4389	38.1583	2,035.11	4,409.40	52,912.91
		STEP D	26.0671	39.1006	2,085.36	4,518.29	54,219.56
		STEP E	26.7109	40.0663	2,136.87	4,629.88	55,558.67
		STEP F	27.3705	41.0557	2,189.64	4,744.22	56,930.64
		STEP G	28.0464	42.0696	2,243.71	4,861.37	58,336.51
		STEP H	28.7391	43.1086	2,299.12	4,981.44	59,777.32
		STEP I	29.4488	44.1732	2,355.90	5,104.45	61,253.50
		STEP J	30.1760	45.2640	2,414.08	5,230.50	62,766.08
		STEP K	30.9212	46.3818	2,473.69	5,359.67	64,316.09
		STEP L	31.6848	47.5272	2,534.78	5,492.03	65,904.38
		STEP M	32.4673	48.7009	2,597.38	5,627.66	67,531.98
		STEP N	33.2691	49.9036	2,661.52	5,766.64	69,199.72
		STEP O	34.0907	51.1360	2,727.25	5,909.05	70,908.65
B465	IT ANALYST I	STEP A	27.3989	41.0983	2,191.91	4,749.14	56,989.71
		STEP B	28.0754	42.1131	2,246.03	4,866.40	58,396.83
		STEP C	28.7687	43.1530	2,301.49	4,986.57	59,838.89
		STEP D	29.4792	44.2188	2,358.33	5,109.72	61,316.73
		STEP E	30.2072	45.3108	2,416.57	5,235.91	62,830.97
		STEP F	30.9532	46.4298	2,476.25	5,365.22	64,382.65
		STEP G	31.7176	47.5764	2,537.40	5,497.71	65,972.60
		STEP H	32.5008	48.7512	2,600.06	5,633.47	67,601.66
		STEP I	33.3035	49.9552	2,664.28	5,772.60	69,271.28
		STEP J	34.1259	51.1888	2,730.07	5,915.15	70,981.87
		STEP K	34.9687	52.4530	2,797.49	6,061.24	72,734.89
		STEP L	35.8322	53.7483	2,866.57	6,210.91	74,530.97
		STEP M	36.7171	55.0756	2,937.36	6,364.29	76,371.56
		STEP N	37.6239	56.4358	3,009.91	6,521.47	78,257.71
		STEP O	38.5530	57.8295	3,084.24	6,682.52	80,190.24

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B466	IT ANALYST II	STEP A	30.1390	45.2085	2,411.12	5,224.09	62,689.12
		STEP B	30.8829	46.3243	2,470.63	5,353.03	64,236.43
		STEP C	31.6456	47.4684	2,531.64	5,485.23	65,822.84
		STEP D	32.4271	48.6406	2,594.16	5,620.69	67,448.36
		STEP E	33.2279	49.8418	2,658.23	5,759.50	69,114.03
		STEP F	34.0485	51.0727	2,723.88	5,901.74	70,820.88
		STEP G	34.8893	52.3339	2,791.14	6,047.47	72,569.74
		STEP H	35.7509	53.6263	2,860.07	6,196.82	74,361.87
		STEP I	36.6338	54.9507	2,930.70	6,349.85	76,198.30
		STEP J	37.5385	56.3077	3,003.08	6,506.67	78,080.08
		STEP K	38.4655	57.6982	3,077.24	6,667.35	80,008.24
		STEP L	39.4155	59.1232	3,153.24	6,832.02	81,984.24
		STEP M	40.3888	60.5832	3,231.10	7,000.72	84,008.70
		STEP N	41.3863	62.0794	3,310.90	7,173.62	86,083.50
		STEP O	42.4083	63.6124	3,392.66	7,350.77	88,209.26
B469	IT PLANNING & POLICY TECH	STEP A	21.4856	32.2284	1,718.84	3,724.17	44,690.04
		STEP B	22.0159	33.0238	1,761.27	3,816.08	45,793.07
		STEP C	22.5596	33.8394	1,804.76	3,910.33	46,923.96
		STEP D	23.1167	34.6750	1,849.33	4,006.89	48,082.73
		STEP E	23.6876	35.5314	1,895.00	4,105.85	49,270.20
		STEP F	24.2725	36.4087	1,941.80	4,207.23	50,486.80
		STEP G	24.8720	37.3080	1,989.76	4,311.14	51,733.76
		STEP H	25.4862	38.2293	2,038.89	4,417.60	53,011.29
		STEP I	26.1156	39.1734	2,089.24	4,526.70	54,320.44
		STEP J	26.7605	40.1407	2,140.84	4,638.48	55,661.84
		STEP K	27.4214	41.1321	2,193.71	4,753.04	57,036.51
		STEP L	28.0986	42.1479	2,247.88	4,870.42	58,445.08
		STEP M	28.7925	43.1887	2,303.40	4,990.70	59,888.40
		STEP N	29.5035	44.2552	2,360.28	5,113.94	61,367.28
		STEP O	30.2321	45.3481	2,418.56	5,240.23	62,882.76
B470	IT TECHNICIAN I	STEP A	20.8834	31.3251	1,670.67	3,619.78	43,437.47
		STEP B	21.3990	32.0985	1,711.92	3,709.16	44,509.92
		STEP C	21.9275	32.8912	1,754.20	3,800.76	45,609.20
		STEP D	22.4690	33.7035	1,797.52	3,894.62	46,735.52
		STEP E	23.0238	34.5357	1,841.90	3,990.79	47,889.50
		STEP F	23.5924	35.3886	1,887.39	4,089.34	49,072.19
		STEP G	24.1751	36.2626	1,934.00	4,190.35	50,284.20
		STEP H	24.7721	37.1581	1,981.76	4,293.83	51,525.96
		STEP I	25.3838	38.0757	2,030.70	4,399.85	52,798.30
		STEP J	26.0107	39.0160	2,080.85	4,508.52	54,102.25
		STEP K	26.6530	39.9795	2,132.24	4,619.85	55,438.24
		STEP L	27.3112	40.9668	2,184.89	4,733.94	56,807.29
		STEP M	27.9857	41.9785	2,238.85	4,850.85	58,210.25
		STEP N	28.6768	43.0152	2,294.14	4,970.64	59,647.74
		STEP O	29.3850	44.0775	2,350.80	5,093.40	61,120.80

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B471	IT TECHNICIAN II	STEP A	22.9719	34.4578	1,837.75	3,981.79	47,781.55
		STEP B	23.5389	35.3083	1,883.11	4,080.07	48,960.91
		STEP C	24.1202	36.1803	1,929.61	4,180.83	50,170.01
		STEP D	24.7159	37.0738	1,977.27	4,284.08	51,409.07
		STEP E	25.3262	37.9893	2,026.09	4,389.87	52,678.49
		STEP F	25.9517	38.9275	2,076.13	4,498.29	53,979.53
		STEP G	26.5926	39.8889	2,127.40	4,609.38	55,312.60
		STEP H	27.2493	40.8739	2,179.94	4,723.21	56,678.54
		STEP I	27.9222	41.8833	2,233.77	4,839.84	58,078.17
		STEP J	28.6118	42.9177	2,288.94	4,959.37	59,512.54
		STEP K	29.3183	43.9774	2,345.46	5,081.83	60,982.06
		STEP L	30.0424	45.0636	2,403.39	5,207.34	62,488.19
		STEP M	30.7843	46.1764	2,462.74	5,335.94	64,031.34
		STEP N	31.5445	47.3167	2,523.56	5,467.71	65,612.56
		STEP O	32.3235	48.4852	2,585.88	5,602.74	67,232.88
B472	JR ENGINEER	STEP A	27.9568	41.9352	2,236.54	4,845.84	58,150.14
		STEP B	28.6474	42.9711	2,291.79	4,965.54	59,586.59
		STEP C	29.3548	44.0322	2,348.38	5,088.16	61,057.98
		STEP D	30.0797	45.1195	2,406.37	5,213.81	62,565.77
		STEP E	30.8226	46.2339	2,465.80	5,342.58	64,111.00
		STEP F	31.5837	47.3755	2,526.69	5,474.50	65,694.09
		STEP G	32.3637	48.5455	2,589.09	5,609.70	67,316.49
		STEP H	33.1630	49.7445	2,653.04	5,748.25	68,979.04
		STEP I	33.9819	50.9728	2,718.55	5,890.19	70,682.35
		STEP J	34.8211	52.2316	2,785.68	6,035.65	72,427.88
		STEP K	35.6810	53.5215	2,854.48	6,184.70	74,216.48
		STEP L	36.5622	54.8433	2,924.97	6,337.44	76,049.37
		STEP M	37.4651	56.1976	2,997.20	6,493.95	77,927.40
		STEP N	38.3903	57.5854	3,071.22	6,654.31	79,851.82
		STEP O	39.3384	59.0076	3,147.07	6,818.65	81,823.87
B473	LABORATORY TECHNICIAN I	STEP A	18.9491	28.4236	1,515.92	3,284.51	39,414.12
		STEP B	19.4172	29.1258	1,553.37	3,365.64	40,387.77
		STEP C	19.8967	29.8450	1,591.73	3,448.76	41,385.13
		STEP D	20.3881	30.5821	1,631.04	3,533.93	42,407.24
		STEP E	20.8916	31.3374	1,671.32	3,621.21	43,454.52
		STEP F	21.4075	32.1112	1,712.60	3,710.63	44,527.60
		STEP G	21.9362	32.9043	1,754.89	3,802.27	45,627.29
		STEP H	22.4779	33.7168	1,798.23	3,896.16	46,754.03
		STEP I	23.0330	34.5495	1,842.64	3,992.38	47,908.64
		STEP J	23.6018	35.4027	1,888.14	4,090.97	49,091.74
		STEP K	24.1846	36.2769	1,934.76	4,192.00	50,303.96
		STEP L	24.7819	37.1728	1,982.55	4,295.52	51,546.35
		STEP M	25.3939	38.0908	2,031.51	4,401.60	52,819.31
		STEP N	26.0210	39.0315	2,081.68	4,510.30	54,123.68
		STEP O	26.6636	39.9954	2,133.08	4,621.69	55,460.28

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B474	LABORATORY TECHNICIAN II						
		STEP A	21.0357	31.5535	1,682.85	3,646.18	43,754.25
		STEP B	21.5552	32.3328	1,724.41	3,736.23	44,834.81
		STEP C	22.0875	33.1312	1,767.00	3,828.50	45,942.00
		STEP D	22.6330	33.9495	1,810.64	3,923.05	47,076.64
		STEP E	23.1919	34.7878	1,855.35	4,019.92	48,239.15
		STEP F	23.7646	35.6469	1,901.16	4,119.19	49,430.36
		STEP G	24.3515	36.5272	1,948.12	4,220.92	50,651.12
		STEP H	24.9529	37.4293	1,996.23	4,325.16	51,902.03
		STEP I	25.5691	38.3536	2,045.52	4,431.97	53,183.72
		STEP J	26.2006	39.3009	2,096.04	4,541.43	54,497.24
		STEP K	26.8476	40.2714	2,147.80	4,653.58	55,843.00
		STEP L	27.5106	41.2659	2,200.84	4,768.50	57,222.04
		STEP M	28.1900	42.2850	2,255.20	4,886.26	58,635.20
		STEP N	28.8861	43.3291	2,310.88	5,006.92	60,083.08
		STEP O	29.5995	44.3992	2,367.96	5,130.58	61,566.96
B475	LIBRARIAN I						
		STEP A	20.5906	30.8859	1,647.24	3,569.03	42,828.44
		STEP B	21.0990	31.6485	1,687.92	3,657.16	43,885.92
		STEP C	21.6201	32.4301	1,729.60	3,747.48	44,969.80
		STEP D	22.1540	33.2310	1,772.32	3,840.02	46,080.32
		STEP E	22.7011	34.0516	1,816.08	3,934.85	47,218.28
		STEP F	23.2617	34.8925	1,860.93	4,032.02	48,384.33
		STEP G	23.8362	35.7543	1,906.89	4,131.60	49,579.29
		STEP H	24.4248	36.6372	1,953.98	4,233.63	50,803.58
		STEP I	25.0280	37.5420	2,002.24	4,338.18	52,058.24
		STEP J	25.6461	38.4691	2,051.68	4,445.32	53,343.88
		STEP K	26.2794	39.4191	2,102.35	4,555.09	54,661.15
		STEP L	26.9284	40.3926	2,154.27	4,667.58	56,011.07
		STEP M	27.5934	41.3901	2,207.47	4,782.85	57,394.27
		STEP N	28.2748	42.4122	2,261.98	4,900.96	58,811.58
		STEP O	28.9731	43.4596	2,317.84	5,022.00	60,264.04
B476	LIBRARIAN II						
		STEP A	22.6496	33.9744	1,811.96	3,925.93	47,111.16
		STEP B	23.2089	34.8133	1,856.71	4,022.87	48,274.51
		STEP C	23.7820	35.6730	1,902.56	4,122.21	49,466.56
		STEP D	24.3693	36.5539	1,949.54	4,224.01	50,688.14
		STEP E	24.9711	37.4566	1,997.68	4,328.32	51,939.88
		STEP F	25.5878	38.3817	2,047.02	4,435.21	53,222.62
		STEP G	26.2197	39.3295	2,097.57	4,544.74	54,536.97
		STEP H	26.8672	40.3008	2,149.37	4,656.98	55,883.77
		STEP I	27.5307	41.2960	2,202.45	4,771.98	57,263.85
		STEP J	28.2106	42.3159	2,256.84	4,889.83	58,678.04
		STEP K	28.9073	43.3609	2,312.58	5,010.59	60,127.18
		STEP L	29.6211	44.4316	2,369.68	5,134.32	61,611.88
		STEP M	30.3526	45.5289	2,428.20	5,261.11	63,133.40
		STEP N	31.1022	46.6533	2,488.17	5,391.04	64,692.57
		STEP O	31.8703	47.8054	2,549.62	5,524.18	66,290.22

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B477	LIBRARY ASSISTANT I	STEP A	16.0709	24.1063	1,285.67	2,785.62	33,427.47
		STEP B	16.4677	24.7015	1,317.41	2,854.40	34,252.81
		STEP C	16.8744	25.3116	1,349.95	2,924.89	35,098.75
		STEP D	17.2911	25.9366	1,383.28	2,997.12	35,965.48
		STEP E	17.7181	26.5771	1,417.44	3,071.13	36,853.64
		STEP F	18.1557	27.2335	1,452.45	3,146.98	37,763.85
		STEP G	18.6041	27.9061	1,488.32	3,224.71	38,696.52
		STEP H	19.0635	28.5952	1,525.08	3,304.34	39,652.08
		STEP I	19.5343	29.3014	1,562.74	3,385.94	40,631.34
		STEP J	20.0167	30.0250	1,601.33	3,469.56	41,634.73
		STEP K	20.5110	30.7665	1,640.88	3,555.24	42,662.88
		STEP L	21.0175	31.5262	1,681.40	3,643.03	43,716.40
		STEP M	21.5366	32.3049	1,722.92	3,733.01	44,796.12
		STEP N	22.0684	33.1026	1,765.47	3,825.18	45,902.27
		STEP O	22.6134	33.9201	1,809.07	3,919.65	47,035.87
B478	LIBRARY ASSISTANT II	STEP A	17.6780	26.5170	1,414.24	3,064.18	36,770.24
		STEP B	18.1145	27.1717	1,449.16	3,139.84	37,678.16
		STEP C	18.5619	27.8428	1,484.95	3,217.39	38,608.75
		STEP D	19.0203	28.5304	1,521.62	3,296.85	39,562.22
		STEP E	19.4900	29.2350	1,559.20	3,378.26	40,539.20
		STEP F	19.9713	29.9569	1,597.70	3,461.69	41,540.30
		STEP G	20.4645	30.6967	1,637.16	3,547.18	42,566.16
		STEP H	20.9699	31.4548	1,677.59	3,634.78	43,617.39
		STEP I	21.4877	32.2315	1,719.01	3,724.53	44,694.41
		STEP J	22.0184	33.0276	1,761.47	3,816.52	45,798.27
		STEP K	22.5621	33.8431	1,804.96	3,910.76	46,929.16
		STEP L	23.1193	34.6789	1,849.54	4,007.34	48,088.14
		STEP M	23.6903	35.5354	1,895.22	4,106.31	49,275.82
		STEP N	24.2753	36.4129	1,942.02	4,207.71	50,492.62
		STEP O	24.8748	37.3122	1,989.98	4,311.63	51,739.58
B479	LIBRARY TECHNICIAN	STEP A	20.1889	30.2833	1,615.11	3,499.40	41,992.91
		STEP B	20.6874	31.0311	1,654.99	3,585.81	43,029.79
		STEP C	21.1983	31.7974	1,695.86	3,674.37	44,092.46
		STEP D	21.7218	32.5827	1,737.74	3,765.11	45,181.34
		STEP E	22.2583	33.3874	1,780.66	3,858.10	46,297.26
		STEP F	22.8079	34.2118	1,824.63	3,953.36	47,440.43
		STEP G	23.3712	35.0568	1,869.69	4,051.00	48,612.09
		STEP H	23.9484	35.9226	1,915.87	4,151.05	49,812.67
		STEP I	24.5398	36.8097	1,963.18	4,253.56	51,042.78
		STEP J	25.1458	37.7187	2,011.66	4,358.60	52,303.26
		STEP K	25.7668	38.6502	2,061.34	4,466.24	53,594.94
		STEP L	26.4031	39.6046	2,112.24	4,576.53	54,918.44
		STEP M	27.0551	40.5826	2,164.40	4,689.55	56,274.60
		STEP N	27.7233	41.5849	2,217.86	4,805.37	57,664.46
		STEP O	28.4079	42.6118	2,272.63	4,924.03	59,088.43

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B481	MARKETING & COMMUNIC ANALYST I						
		STEP A	23.2339	34.8508	1,858.71	4,027.20	48,326.51
		STEP B	23.8075	35.7112	1,904.60	4,126.63	49,519.60
		STEP C	24.3954	36.5931	1,951.63	4,228.53	50,742.43
		STEP D	24.9979	37.4968	1,999.83	4,332.96	51,995.63
		STEP E	25.6152	38.4228	2,049.21	4,439.96	53,279.61
		STEP F	26.2478	39.3717	2,099.82	4,549.61	54,595.42
		STEP G	26.8960	40.3440	2,151.68	4,661.97	55,943.68
		STEP H	27.5602	41.3403	2,204.81	4,777.10	57,325.21
		STEP I	28.2408	42.3612	2,259.26	4,895.07	58,740.86
		STEP J	28.9382	43.4073	2,315.05	5,015.95	60,191.45
		STEP K	29.6528	44.4792	2,372.22	5,139.81	61,677.82
		STEP L	30.3851	45.5776	2,430.80	5,266.75	63,201.00
		STEP M	31.1355	46.7032	2,490.84	5,396.82	64,761.84
		STEP N	31.9044	47.8566	2,552.35	5,530.09	66,361.15
		STEP O	32.6923	49.0384	2,615.38	5,666.66	67,999.98
B480	MARKETING & COMMUNIC ANALYST II						
		STEP A	25.5570	38.3355	2,044.56	4,429.88	53,158.56
		STEP B	26.1882	39.2823	2,095.05	4,539.28	54,471.45
		STEP C	26.8349	40.2523	2,146.79	4,651.38	55,816.59
		STEP D	27.4976	41.2464	2,199.80	4,766.25	57,195.00
		STEP E	28.1767	42.2650	2,254.13	4,883.96	58,607.53
		STEP F	28.8725	43.3087	2,309.80	5,004.56	60,054.80
		STEP G	29.5855	44.3782	2,366.84	5,128.15	61,537.84
		STEP H	30.3162	45.4743	2,425.29	5,254.80	63,057.69
		STEP I	31.0648	46.5972	2,485.18	5,384.56	64,614.78
		STEP J	31.8320	47.7480	2,546.56	5,517.54	66,210.56
		STEP K	32.6181	48.9271	2,609.44	5,653.80	67,845.64
		STEP L	33.4236	50.1354	2,673.88	5,793.42	69,521.08
		STEP M	34.2490	51.3735	2,739.92	5,936.49	71,237.92
		STEP N	35.0948	52.6422	2,807.58	6,083.09	72,997.18
		STEP O	35.9615	53.9422	2,876.92	6,233.32	74,799.92
B482	MECHANIC I						
		STEP A	21.5375	32.3062	1,723.00	3,733.16	44,798.00
		STEP B	22.0693	33.1039	1,765.54	3,825.34	45,904.14
		STEP C	22.6143	33.9214	1,809.14	3,919.81	47,037.74
		STEP D	23.1728	34.7592	1,853.82	4,016.61	48,199.42
		STEP E	23.7451	35.6176	1,899.60	4,115.81	49,389.80
		STEP F	24.3315	36.4972	1,946.52	4,217.46	50,609.52
		STEP G	24.9323	37.3984	1,994.58	4,321.59	51,859.18
		STEP H	25.5481	38.3221	2,043.84	4,428.33	53,140.04
		STEP I	26.1790	39.2685	2,094.32	4,537.69	54,452.32
		STEP J	26.8255	40.2382	2,146.04	4,649.75	55,797.04
		STEP K	27.4879	41.2318	2,199.03	4,764.56	57,174.83
		STEP L	28.1668	42.2502	2,253.34	4,882.24	58,586.94
		STEP M	28.8624	43.2936	2,308.99	5,002.81	60,033.79
		STEP N	29.5751	44.3626	2,366.00	5,126.35	61,516.20
		STEP O	30.3055	45.4582	2,424.44	5,252.95	63,035.44

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B483	MECHANIC II	STEP A	23.6913	35.5369	1,895.30	4,106.49	49,277.90
		STEP B	24.2767	36.4150	1,942.13	4,207.96	50,495.53
		STEP C	24.8763	37.3144	1,990.10	4,311.89	51,742.70
		STEP D	25.4906	38.2359	2,039.24	4,418.37	53,020.44
		STEP E	26.1201	39.1801	2,089.60	4,527.48	54,329.80
		STEP F	26.7651	40.1476	2,141.20	4,639.28	55,671.40
		STEP G	27.4261	41.1391	2,194.08	4,753.85	57,046.28
		STEP H	28.1034	42.1551	2,248.27	4,871.25	58,455.07
		STEP I	28.7974	43.1961	2,303.79	4,991.54	59,898.59
		STEP J	29.5086	44.2629	2,360.68	5,114.82	61,377.88
		STEP K	30.2373	45.3559	2,418.98	5,241.13	62,893.58
		STEP L	30.9841	46.4761	2,478.72	5,370.57	64,446.92
		STEP M	31.7492	47.6238	2,539.93	5,503.19	66,038.33
		STEP N	32.5333	48.7999	2,602.66	5,639.10	67,669.26
		STEP O	33.3367	50.0050	2,666.93	5,778.36	69,340.33
B484	METER READER	STEP A	17.6607	26.4910	1,412.85	3,061.18	36,734.25
		STEP B	18.0968	27.1452	1,447.74	3,136.77	37,641.34
		STEP C	18.5438	27.8157	1,483.50	3,214.25	38,571.10
		STEP D	19.0017	28.5025	1,520.13	3,293.62	39,523.53
		STEP E	19.4710	29.2065	1,557.68	3,374.97	40,499.68
		STEP F	19.9518	29.9277	1,596.14	3,458.31	41,499.74
		STEP G	20.4445	30.6667	1,635.56	3,543.71	42,524.56
		STEP H	20.9494	31.4241	1,675.95	3,631.22	43,574.75
		STEP I	21.4668	32.2002	1,717.34	3,720.91	44,650.94
		STEP J	21.9969	32.9953	1,759.75	3,812.79	45,753.55
		STEP K	22.5401	33.8101	1,803.20	3,906.95	46,883.40
		STEP L	23.0967	34.6450	1,847.73	4,003.42	48,041.13
		STEP M	23.6671	35.5006	1,893.36	4,102.29	49,227.56
		STEP N	24.2516	36.3774	1,940.12	4,203.61	50,443.32
		STEP O	24.8505	37.2757	1,988.04	4,307.42	51,689.04
B485	METER SERVICE WORKER	STEP A	18.5410	27.8115	1,483.28	3,213.77	38,565.28
		STEP B	18.9988	28.4982	1,519.90	3,293.12	39,517.50
		STEP C	19.4680	29.2020	1,557.44	3,374.45	40,493.44
		STEP D	19.9488	29.9232	1,595.90	3,457.79	41,493.50
		STEP E	20.4414	30.6621	1,635.31	3,543.17	42,518.11
		STEP F	20.9462	31.4193	1,675.69	3,630.67	43,568.09
		STEP G	21.4635	32.1952	1,717.08	3,720.34	44,644.08
		STEP H	21.9936	32.9904	1,759.48	3,812.22	45,746.68
		STEP I	22.5367	33.8050	1,802.93	3,906.36	46,876.33
		STEP J	23.0933	34.6399	1,847.46	4,002.83	48,034.06
		STEP K	23.6636	35.4954	1,893.08	4,101.69	49,220.28
		STEP L	24.2479	36.3718	1,939.83	4,202.96	50,435.63
		STEP M	24.8467	37.2700	1,987.73	4,306.76	51,681.13
		STEP N	25.4603	38.1904	2,036.82	4,413.11	52,957.42
		STEP O	26.0891	39.1336	2,087.12	4,522.11	54,265.32

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B486	NATURAL RESOURCES TECHNICIAN						
		STEP A	21.8607	32.7910	1,748.85	3,789.18	45,470.25
		STEP B	22.4005	33.6007	1,792.04	3,882.75	46,593.04
		STEP C	22.9537	34.4305	1,836.29	3,978.64	47,743.69
		STEP D	23.5206	35.2809	1,881.64	4,076.90	48,922.84
		STEP E	24.1014	36.1521	1,928.11	4,177.57	50,130.91
		STEP F	24.6966	37.0449	1,975.72	4,280.74	51,368.92
		STEP G	25.3065	37.9597	2,024.52	4,386.46	52,637.52
		STEP H	25.9315	38.8972	2,074.52	4,494.79	53,937.52
		STEP I	26.5719	39.8578	2,125.75	4,605.79	55,269.55
		STEP J	27.2281	40.8421	2,178.24	4,719.53	56,634.44
		STEP K	27.9005	41.8507	2,232.04	4,836.08	58,033.04
		STEP L	28.5895	42.8842	2,287.16	4,955.51	59,466.16
		STEP M	29.2955	43.9432	2,343.64	5,077.88	60,934.64
		STEP N	30.0190	45.0285	2,401.52	5,203.29	62,439.52
		STEP O	30.7603	46.1404	2,460.82	5,331.78	63,981.42
B487	NATURAL RESOURCES WKR I						
		STEP A	18.2400	27.3600	1,459.20	3,161.60	37,939.20
		STEP B	18.6904	28.0356	1,495.23	3,239.66	38,876.03
		STEP C	19.1520	28.7280	1,532.16	3,319.68	39,836.16
		STEP D	19.6250	29.4375	1,570.00	3,401.66	40,820.00
		STEP E	20.1096	30.1644	1,608.76	3,485.66	41,827.96
		STEP F	20.6062	30.9093	1,648.49	3,571.74	42,860.89
		STEP G	21.1151	31.6726	1,689.20	3,659.95	43,919.40
		STEP H	21.6365	32.4547	1,730.92	3,750.32	45,003.92
		STEP I	22.1709	33.2563	1,773.67	3,842.95	46,115.47
		STEP J	22.7184	34.0776	1,817.47	3,937.85	47,254.27
		STEP K	23.2794	34.9191	1,862.35	4,035.09	48,421.15
		STEP L	23.8543	35.7814	1,908.34	4,134.74	49,616.94
		STEP M	24.4434	36.6651	1,955.47	4,236.85	50,842.27
		STEP N	25.0471	37.5706	2,003.76	4,341.49	52,097.96
		STEP O	25.6656	38.4984	2,053.24	4,448.70	53,384.44
B488	NATURAL RESOURCES WKR II						
		STEP A	20.0642	30.0963	1,605.13	3,477.79	41,733.53
		STEP B	20.5596	30.8394	1,644.76	3,563.66	42,763.96
		STEP C	21.0674	31.6011	1,685.39	3,651.68	43,820.19
		STEP D	21.5876	32.3814	1,727.00	3,741.85	44,902.20
		STEP E	22.1208	33.1812	1,769.66	3,834.27	46,011.26
		STEP F	22.6670	34.0005	1,813.36	3,928.94	47,147.36
		STEP G	23.2268	34.8402	1,858.14	4,025.97	48,311.74
		STEP H	23.8004	35.7006	1,904.03	4,125.40	49,504.83
		STEP I	24.3882	36.5823	1,951.05	4,227.28	50,727.45
		STEP J	24.9904	37.4856	1,999.23	4,331.66	51,980.03
		STEP K	25.6076	38.4114	2,048.60	4,438.65	53,263.80
		STEP L	26.2400	39.3600	2,099.20	4,548.26	54,579.20
		STEP M	26.8880	40.3320	2,151.04	4,660.58	55,927.04
		STEP N	27.5520	41.3280	2,204.16	4,775.68	57,308.16
		STEP O	28.2324	42.3486	2,258.59	4,893.61	58,723.39

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B489	OFFICE ASSISTANT I	STEP A	15.4152	23.1228	1,233.21	2,671.96	32,063.61
		STEP B	15.7958	23.6937	1,263.66	2,737.93	32,855.26
		STEP C	16.1859	24.2788	1,294.87	2,805.55	33,666.67
		STEP D	16.5856	24.8784	1,326.84	2,874.83	34,498.04
		STEP E	16.9952	25.4928	1,359.61	2,945.83	35,350.01
		STEP F	17.4149	26.1223	1,393.19	3,018.58	36,222.99
		STEP G	17.8449	26.7673	1,427.59	3,093.11	37,117.39
		STEP H	18.2856	27.4284	1,462.84	3,169.50	38,034.04
		STEP I	18.7372	28.1058	1,498.97	3,247.78	38,973.37
		STEP J	19.1999	28.7998	1,535.99	3,327.98	39,935.79
		STEP K	19.6741	29.5111	1,573.92	3,410.17	40,922.12
		STEP L	20.1599	30.2398	1,612.79	3,494.38	41,932.59
		STEP M	20.6578	30.9867	1,652.62	3,580.68	42,968.22
		STEP N	21.1679	31.7518	1,693.43	3,669.10	44,029.23
		STEP O	21.6907	32.5360	1,735.25	3,759.72	45,116.65
B490	OFFICE ASSISTANT II	STEP A	16.9566	25.4349	1,356.52	2,939.14	35,269.72
		STEP B	17.3753	26.0629	1,390.02	3,011.71	36,140.62
		STEP C	17.8044	26.7066	1,424.35	3,086.09	37,033.15
		STEP D	18.2441	27.3661	1,459.52	3,162.31	37,947.72
		STEP E	18.6946	28.0419	1,495.56	3,240.39	38,884.76
		STEP F	19.1563	28.7344	1,532.50	3,320.42	39,845.10
		STEP G	19.6294	29.4441	1,570.35	3,402.42	40,829.15
		STEP H	20.1141	30.1711	1,609.12	3,486.44	41,837.32
		STEP I	20.6109	30.9163	1,648.87	3,572.55	42,870.67
		STEP J	21.1199	31.6798	1,689.59	3,660.78	43,929.39
		STEP K	21.6414	32.4621	1,731.31	3,751.17	45,014.11
		STEP L	22.1759	33.2638	1,774.07	3,843.82	46,125.87
		STEP M	22.7235	34.0852	1,817.88	3,938.74	47,264.88
		STEP N	23.2847	34.9270	1,862.77	4,036.01	48,432.17
		STEP O	23.8597	35.7895	1,908.77	4,135.68	49,628.17
B491	PARKS MAINTENANCE WORKER I	STEP A	17.3715	26.0572	1,389.72	3,011.06	36,132.72
		STEP B	17.8005	26.7007	1,424.04	3,085.42	37,025.04
		STEP C	18.2400	27.3600	1,459.20	3,161.60	37,939.20
		STEP D	18.6905	28.0357	1,495.24	3,239.68	38,876.24
		STEP E	19.1521	28.7281	1,532.16	3,319.69	39,836.36
		STEP F	19.6250	29.4375	1,570.00	3,401.66	40,820.00
		STEP G	20.1097	30.1645	1,608.77	3,485.68	41,828.17
		STEP H	20.6063	30.9094	1,648.50	3,571.75	42,861.10
		STEP I	21.1152	31.6728	1,689.21	3,659.96	43,919.61
		STEP J	21.6366	32.4549	1,730.92	3,750.34	45,004.12
		STEP K	22.1709	33.2563	1,773.67	3,842.95	46,115.47
		STEP L	22.7185	34.0777	1,817.48	3,937.87	47,254.48
		STEP M	23.2795	34.9192	1,862.36	4,035.11	48,421.36
		STEP N	23.8544	35.7816	1,908.35	4,134.76	49,617.15
		STEP O	24.4435	36.6652	1,955.48	4,236.87	50,842.48

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B492	PARKS MAINTENANCE WORKER II	STEP A	19.1087	28.6630	1,528.69	3,312.17	39,746.09
		STEP B	19.5806	29.3709	1,566.44	3,393.97	40,727.64
		STEP C	20.0642	30.0963	1,605.13	3,477.79	41,733.53
		STEP D	20.5597	30.8395	1,644.77	3,563.68	42,764.17
		STEP E	21.0674	31.6011	1,685.39	3,651.68	43,820.19
		STEP F	21.5877	32.3815	1,727.01	3,741.86	44,902.41
		STEP G	22.1208	33.1812	1,769.66	3,834.27	46,011.26
		STEP H	22.6670	34.0005	1,813.36	3,928.94	47,147.36
		STEP I	23.2268	34.8402	1,858.14	4,025.97	48,311.74
		STEP J	23.8004	35.7006	1,904.03	4,125.40	49,504.83
		STEP K	24.3882	36.5823	1,951.05	4,227.28	50,727.45
		STEP L	24.9905	37.4857	1,999.24	4,331.68	51,980.24
		STEP M	25.6076	38.4114	2,048.60	4,438.65	53,263.80
		STEP N	26.2400	39.3600	2,099.20	4,548.26	54,579.20
		STEP O	26.8880	40.3320	2,151.04	4,660.58	55,927.04
B493	PARKS, REC & LIBRARIES TECH	STEP A	22.1529	33.2293	1,772.23	3,839.83	46,078.03
		STEP B	22.7000	34.0500	1,816.00	3,934.66	47,216.00
		STEP C	23.2606	34.8909	1,860.84	4,031.83	48,382.04
		STEP D	23.8350	35.7525	1,906.80	4,131.40	49,576.80
		STEP E	24.4236	36.6354	1,953.88	4,233.42	50,801.08
		STEP F	25.0268	37.5402	2,002.14	4,337.97	52,055.74
		STEP G	25.6448	38.4672	2,051.58	4,445.09	53,341.18
		STEP H	26.2781	39.4171	2,102.24	4,554.87	54,658.44
		STEP I	26.9271	40.3906	2,154.16	4,667.36	56,008.36
		STEP J	27.5920	41.3880	2,207.36	4,782.61	57,391.36
		STEP K	28.2734	42.4101	2,261.87	4,900.72	58,808.67
		STEP L	28.9717	43.4575	2,317.73	5,021.76	60,261.13
		STEP M	29.6871	44.5306	2,374.96	5,145.76	61,749.16
		STEP N	30.4203	45.6304	2,433.62	5,272.85	63,274.22
		STEP O	31.1715	46.7572	2,493.72	5,403.06	64,836.72
B546	PERMIT ANALYST	STEP A	30.3640	45.5460	2,429.12	5,263.09	63,157.12
		STEP B	31.1135	46.6702	2,489.08	5,393.00	64,716.08
		STEP C	31.8819	47.8228	2,550.55	5,526.19	66,314.35
		STEP D	32.6692	49.0038	2,613.53	5,662.66	67,951.93
		STEP E	33.4760	50.2140	2,678.08	5,802.50	69,630.08
		STEP F	34.3027	51.4540	2,744.21	5,945.80	71,349.61
		STEP G	35.1498	52.7247	2,811.98	6,092.63	73,111.58
		STEP H	36.0178	54.0267	2,881.42	6,243.08	74,917.02
		STEP I	36.9073	55.3609	2,952.58	6,397.26	76,767.18
		STEP J	37.8187	56.7280	3,025.49	6,555.24	78,662.89
		STEP K	38.7527	58.1290	3,100.21	6,717.13	80,605.61
		STEP L	39.7097	59.5645	3,176.77	6,883.01	82,596.17
		STEP M	40.6904	61.0356	3,255.23	7,053.00	84,636.03
		STEP N	41.6952	62.5428	3,335.61	7,227.16	86,726.01
		STEP O	42.7249	64.0873	3,417.99	7,405.64	88,867.79

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B494	PERMITS TECHNICIAN I	STEP A	19.6549	29.4823	1,572.39	3,406.84	40,882.19
		STEP B	20.1403	30.2104	1,611.22	3,490.98	41,891.82
		STEP C	20.6376	30.9564	1,651.00	3,577.18	42,926.20
		STEP D	21.1473	31.7209	1,691.78	3,665.53	43,986.38
		STEP E	21.6695	32.5042	1,733.56	3,756.04	45,072.56
		STEP F	22.2047	33.3070	1,776.37	3,848.81	46,185.77
		STEP G	22.7530	34.1295	1,820.24	3,943.85	47,326.24
		STEP H	23.3149	34.9723	1,865.19	4,041.24	48,494.99
		STEP I	23.8907	35.8360	1,911.25	4,141.05	49,692.65
		STEP J	24.4807	36.7210	1,958.45	4,243.32	50,919.85
		STEP K	25.0852	37.6278	2,006.81	4,348.10	52,177.21
		STEP L	25.7047	38.5570	2,056.37	4,455.48	53,465.77
		STEP M	26.3395	39.5092	2,107.16	4,565.51	54,786.16
		STEP N	26.9900	40.4850	2,159.20	4,678.26	56,139.20
		STEP O	27.6565	41.4847	2,212.52	4,793.79	57,525.52
B495	PERMITS TECHNICIAN II	STEP A	21.6204	32.4306	1,729.63	3,747.53	44,970.43
		STEP B	22.1543	33.2314	1,772.34	3,840.07	46,080.94
		STEP C	22.7014	34.0521	1,816.11	3,934.90	47,218.91
		STEP D	23.2620	34.8930	1,860.96	4,032.08	48,384.96
		STEP E	23.8365	35.7547	1,906.92	4,131.66	49,579.92
		STEP F	24.4252	36.6378	1,954.01	4,233.70	50,804.41
		STEP G	25.0284	37.5426	2,002.27	4,338.25	52,059.07
		STEP H	25.6464	38.4696	2,051.71	4,445.37	53,344.51
		STEP I	26.2798	39.4197	2,102.38	4,555.16	54,661.98
		STEP J	26.9288	40.3932	2,154.30	4,667.65	56,011.90
		STEP K	27.5938	41.3907	2,207.50	4,782.92	57,395.10
		STEP L	28.2752	42.4128	2,262.01	4,901.03	58,812.41
		STEP M	28.9735	43.4602	2,317.88	5,022.07	60,264.88
		STEP N	29.6980	44.5470	2,375.84	5,147.65	61,771.84
		STEP O	30.4222	45.6333	2,433.77	5,273.18	63,278.17
B496	PLANNING SYSTEMS ANALYST	STEP A	30.3640	45.5460	2,429.12	5,263.09	63,157.12
		STEP B	31.1135	46.6702	2,489.08	5,393.00	64,716.08
		STEP C	31.8819	47.8228	2,550.55	5,526.19	66,314.35
		STEP D	32.6692	49.0038	2,613.53	5,662.66	67,951.93
		STEP E	33.4760	50.2140	2,678.08	5,802.50	69,630.08
		STEP F	34.3027	51.4540	2,744.21	5,945.80	71,349.61
		STEP G	35.1498	52.7247	2,811.98	6,092.63	73,111.58
		STEP H	36.0178	54.0267	2,881.42	6,243.08	74,917.02
		STEP I	36.9073	55.3609	2,952.58	6,397.26	76,767.18
		STEP J	37.8187	56.7280	3,025.49	6,555.24	78,662.89
		STEP K	38.7527	58.1290	3,100.21	6,717.13	80,605.61
		STEP L	39.7097	59.5645	3,176.77	6,883.01	82,596.17
		STEP M	40.6904	61.0356	3,255.23	7,053.00	84,636.03
		STEP N	41.6952	62.5428	3,335.61	7,227.16	86,726.01
		STEP O	42.7249	64.0873	3,417.99	7,405.64	88,867.79

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B497	PLANNING SYSTEMS TECHNICIAN I	STEP A	20.0599	30.0898	1,604.79	3,477.04	41,724.59
		STEP B	20.5553	30.8329	1,644.42	3,562.91	42,755.02
		STEP C	21.0629	31.5943	1,685.03	3,650.90	43,810.83
		STEP D	21.5831	32.3746	1,726.64	3,741.07	44,892.84
		STEP E	22.1161	33.1741	1,769.28	3,833.45	46,001.48
		STEP F	22.6622	33.9933	1,812.97	3,928.11	47,137.37
		STEP G	23.2219	34.8328	1,857.75	4,025.12	48,301.55
		STEP H	23.7953	35.6929	1,903.62	4,124.51	49,494.22
		STEP I	24.3830	36.5745	1,950.64	4,226.38	50,716.64
		STEP J	24.9851	37.4776	1,998.80	4,330.75	51,969.00
		STEP K	25.6021	38.4031	2,048.16	4,437.69	53,252.36
		STEP L	26.2344	39.3516	2,098.75	4,547.29	54,567.55
		STEP M	26.8823	40.3234	2,150.58	4,659.59	55,915.18
		STEP N	27.5461	41.3191	2,203.68	4,774.65	57,295.88
		STEP O	28.2264	42.3396	2,258.11	4,892.57	58,710.91
B498	PLANNING SYSTEMS TECHNICIAN II	STEP A	22.0658	33.0987	1,765.26	3,824.73	45,896.86
		STEP B	22.6107	33.9160	1,808.85	3,919.18	47,030.25
		STEP C	23.1691	34.7536	1,853.52	4,015.97	48,191.72
		STEP D	23.7412	35.6118	1,899.29	4,115.14	49,381.69
		STEP E	24.3275	36.4912	1,946.20	4,216.76	50,601.20
		STEP F	24.9283	37.3924	1,994.26	4,320.90	51,850.86
		STEP G	25.5439	38.3158	2,043.51	4,427.60	53,131.31
		STEP H	26.1748	39.2622	2,093.98	4,536.96	54,443.58
		STEP I	26.8212	40.2318	2,145.69	4,649.00	55,788.09
		STEP J	27.4835	41.2252	2,198.68	4,763.80	57,165.68
		STEP K	28.1622	42.2433	2,252.97	4,881.44	58,577.37
		STEP L	28.8577	43.2865	2,308.61	5,002.00	60,024.01
		STEP M	29.5704	44.3556	2,365.63	5,125.53	61,506.43
		STEP N	30.3006	45.4509	2,424.04	5,252.10	63,025.24
		STEP O	31.0489	46.5733	2,483.91	5,381.80	64,581.71
B499	PROJECT COORDINATOR	STEP A	27.1835	40.7752	2,174.68	4,711.80	56,541.68
		STEP B	27.8546	41.7819	2,228.36	4,828.13	57,937.56
		STEP C	28.5425	42.8137	2,283.40	4,947.36	59,368.40
		STEP D	29.2473	43.8709	2,339.78	5,069.53	60,834.38
		STEP E	29.9696	44.9544	2,397.56	5,194.73	62,336.76
		STEP F	30.7097	46.0645	2,456.77	5,323.01	63,876.17
		STEP G	31.4681	47.2021	2,517.44	5,454.47	65,453.64
		STEP H	32.2452	48.3678	2,579.61	5,589.16	67,070.01
		STEP I	33.0416	49.5624	2,643.32	5,727.21	68,726.52
		STEP J	33.8575	50.7862	2,708.60	5,868.63	70,423.60
		STEP K	34.6937	52.0405	2,775.49	6,013.57	72,162.89
		STEP L	35.5504	53.3256	2,844.03	6,162.06	73,944.83
		STEP M	36.4284	54.6426	2,914.27	6,314.25	75,771.07
		STEP N	37.3280	55.9920	2,986.24	6,470.18	77,642.24
		STEP O	38.2498	57.3747	3,059.98	6,629.96	79,559.58

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B500	PROJECT PLANNER	STEP A	33.3995	50.0992	2,671.96	5,789.24	69,470.96
		STEP B	34.2241	51.3361	2,737.92	5,932.17	71,186.12
		STEP C	35.0692	52.6038	2,805.53	6,078.66	72,943.93
		STEP D	35.9353	53.9029	2,874.82	6,228.78	74,745.42
		STEP E	36.8227	55.2340	2,945.81	6,382.60	76,591.21
		STEP F	37.7321	56.5981	3,018.56	6,540.23	78,482.76
		STEP G	38.6639	57.9958	3,093.11	6,701.74	80,420.91
		STEP H	39.6187	59.4280	3,169.49	6,867.24	82,406.89
		STEP I	40.5971	60.8956	3,247.76	7,036.83	84,441.96
		STEP J	41.5997	62.3995	3,327.97	7,210.61	86,527.37
		STEP K	42.6270	63.9405	3,410.16	7,388.68	88,664.16
		STEP L	43.6797	65.5195	3,494.37	7,571.14	90,853.77
		STEP M	44.7584	67.1376	3,580.67	7,758.12	93,097.47
		STEP N	45.8637	68.7955	3,669.09	7,949.70	95,396.49
		STEP O	46.9963	70.4944	3,759.70	8,146.02	97,752.30
B501	RECREATION COORDINATOR I	STEP A	19.6833	29.5249	1,574.66	3,411.77	40,941.26
		STEP B	20.1692	30.2538	1,613.53	3,495.99	41,951.93
		STEP C	20.6673	31.0009	1,653.38	3,582.33	42,987.98
		STEP D	21.1777	31.7665	1,694.21	3,670.80	44,049.61
		STEP E	21.7007	32.5510	1,736.05	3,761.45	45,137.45
		STEP F	22.2366	33.3549	1,778.92	3,854.34	46,252.12
		STEP G	22.7858	34.1787	1,822.86	3,949.53	47,394.46
		STEP H	23.3485	35.0227	1,867.88	4,047.07	48,564.88
		STEP I	23.9251	35.8876	1,914.00	4,147.01	49,764.20
		STEP J	24.5159	36.7738	1,961.27	4,249.42	50,993.07
		STEP K	25.1213	37.6819	2,009.70	4,354.35	52,252.30
		STEP L	25.7417	38.6125	2,059.33	4,461.89	53,542.73
		STEP M	26.3774	39.5661	2,110.19	4,572.08	54,864.99
		STEP N	27.0288	40.5432	2,162.30	4,684.99	56,219.90
		STEP O	27.6963	41.5444	2,215.70	4,800.69	57,608.30
B502	RECREATION COORDINATOR II	STEP A	21.6515	32.4772	1,732.12	3,752.92	45,035.12
		STEP B	22.1861	33.2791	1,774.88	3,845.59	46,147.08
		STEP C	22.7340	34.1010	1,818.72	3,940.56	47,286.72
		STEP D	23.2955	34.9432	1,863.64	4,037.88	48,454.64
		STEP E	23.8708	35.8062	1,909.66	4,137.60	49,651.26
		STEP F	24.4603	36.6904	1,956.82	4,239.78	50,877.42
		STEP G	25.0643	37.5964	2,005.14	4,344.47	52,133.74
		STEP H	25.6833	38.5249	2,054.66	4,451.77	53,421.26
		STEP I	26.3175	39.4762	2,105.40	4,561.70	54,740.40
		STEP J	26.9675	40.4512	2,157.40	4,674.36	56,092.40
		STEP K	27.6334	41.4501	2,210.67	4,789.78	57,477.47
		STEP L	28.3159	42.4738	2,265.27	4,908.08	58,897.07
		STEP M	29.0151	43.5226	2,321.20	5,029.28	60,351.40
		STEP N	29.7317	44.5975	2,378.53	5,153.49	61,841.93
		STEP O	30.4659	45.6988	2,437.27	5,280.75	63,369.07

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B548	RECYCLING & ORGANICS COORDNTR						
		STEP A	26.0496	39.0744	2,083.96	4,515.26	54,183.16
		STEP B	26.6901	40.0351	2,135.20	4,626.28	55,515.40
		STEP C	27.3492	41.0238	2,187.93	4,740.52	56,886.33
		STEP D	28.0246	42.0369	2,241.96	4,857.59	58,291.16
		STEP E	28.7167	43.0750	2,297.33	4,977.56	59,730.73
		STEP F	29.4258	44.1387	2,354.06	5,100.47	61,205.66
		STEP G	30.1525	45.2287	2,412.20	5,226.43	62,717.20
		STEP H	30.8971	46.3456	2,471.76	5,355.49	64,265.96
		STEP I	31.6602	47.4903	2,532.81	5,487.76	65,853.21
		STEP J	32.4420	48.6630	2,595.36	5,623.28	67,479.36
		STEP K	33.2432	49.8648	2,659.45	5,762.15	69,145.85
		STEP L	34.0641	51.0961	2,725.12	5,904.44	70,853.32
		STEP M	34.9054	52.3581	2,792.43	6,050.26	72,603.23
		STEP N	35.7674	53.6511	2,861.39	6,199.68	74,396.19
		STEP O	36.6507	54.9760	2,932.05	6,352.78	76,233.45
B503	REFUSE MAINTENANCE WORKER I						
		STEP A	15.4607	23.1910	1,236.85	2,679.85	32,158.25
		STEP B	15.8425	23.7637	1,267.40	2,746.03	32,952.40
		STEP C	16.2338	24.3507	1,298.70	2,813.85	33,766.30
		STEP D	16.6347	24.9520	1,330.77	2,883.34	34,600.17
		STEP E	17.0455	25.5682	1,363.64	2,954.55	35,454.64
		STEP F	17.4664	26.1996	1,397.31	3,027.50	36,330.11
		STEP G	17.8978	26.8467	1,431.82	3,102.28	37,227.42
		STEP H	18.3398	27.5097	1,467.18	3,178.89	38,146.78
		STEP I	18.7927	28.1890	1,503.41	3,257.40	39,088.81
		STEP J	19.2568	28.8852	1,540.54	3,337.84	40,054.14
		STEP K	19.7323	29.5984	1,578.58	3,420.26	41,043.18
		STEP L	20.2196	30.3294	1,617.56	3,504.73	42,056.76
		STEP M	20.7189	31.0783	1,657.51	3,591.27	43,095.31
		STEP N	21.2306	31.8459	1,698.44	3,679.97	44,159.64
		STEP O	21.7549	32.6323	1,740.39	3,770.84	45,250.19
B504	REFUSE MAINTENANCE WORKER II						
		STEP A	16.6144	24.9216	1,329.15	2,879.82	34,557.95
		STEP B	17.0247	25.5370	1,361.97	2,950.94	35,411.37
		STEP C	17.4452	26.1678	1,395.61	3,023.83	36,286.01
		STEP D	17.8760	26.8140	1,430.08	3,098.50	37,182.08
		STEP E	18.3175	27.4762	1,465.40	3,175.03	38,100.40
		STEP F	18.7698	28.1547	1,501.58	3,253.43	39,041.18
		STEP G	19.2333	28.8499	1,538.66	3,333.77	40,005.26
		STEP H	19.7083	29.5624	1,576.66	3,416.10	40,993.26
		STEP I	20.1950	30.2925	1,615.60	3,500.46	42,005.60
		STEP J	20.6937	31.0405	1,655.49	3,586.90	43,042.89
		STEP K	21.2048	31.8072	1,696.38	3,675.49	44,105.98
		STEP L	21.7284	32.5926	1,738.27	3,766.25	45,195.07
		STEP M	22.2650	33.3975	1,781.20	3,859.26	46,311.20
		STEP N	22.8149	34.2223	1,825.19	3,954.58	47,454.99
		STEP O	23.3783	35.0674	1,870.26	4,052.23	48,626.86

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B505	REFUSE TRUCK DRIVER I	STEP A	17.9684	26.9526	1,437.47	3,114.52	37,374.27
		STEP B	18.4121	27.6181	1,472.96	3,191.43	38,297.16
		STEP C	18.8668	28.3002	1,509.34	3,270.24	39,242.94
		STEP D	19.3327	28.9990	1,546.61	3,351.00	40,212.01
		STEP E	19.8101	29.7151	1,584.80	3,433.75	41,205.00
		STEP F	20.2994	30.4491	1,623.95	3,518.56	42,222.75
		STEP G	20.8007	31.2010	1,664.05	3,605.45	43,265.45
		STEP H	21.3143	31.9714	1,705.14	3,694.47	44,333.74
		STEP I	21.8407	32.7610	1,747.25	3,785.72	45,428.65
		STEP J	22.3801	33.5701	1,790.40	3,879.21	46,550.60
		STEP K	22.9328	34.3992	1,834.62	3,975.01	47,700.22
		STEP L	23.4991	35.2486	1,879.92	4,073.17	48,878.12
		STEP M	24.0794	36.1191	1,926.35	4,173.76	50,085.15
		STEP N	24.6741	37.0111	1,973.92	4,276.84	51,322.12
		STEP O	25.2834	37.9251	2,022.67	4,382.45	52,589.47
B506	REFUSE TRUCK DRIVER II	STEP A	19.6896	29.5344	1,575.16	3,412.86	40,954.36
		STEP B	20.1759	30.2638	1,614.07	3,497.15	41,965.87
		STEP C	20.6741	31.0111	1,653.92	3,583.51	43,002.12
		STEP D	21.1847	31.7770	1,694.77	3,672.01	44,064.17
		STEP E	21.7078	32.5617	1,736.62	3,762.68	45,152.22
		STEP F	22.2439	33.3658	1,779.51	3,855.60	46,267.31
		STEP G	22.7932	34.1898	1,823.45	3,950.82	47,409.85
		STEP H	23.3561	35.0341	1,868.48	4,048.39	48,580.68
		STEP I	23.9329	35.8993	1,914.63	4,148.36	49,780.43
		STEP J	24.5240	36.7860	1,961.92	4,250.82	51,009.92
		STEP K	25.1296	37.6944	2,010.36	4,355.79	52,269.56
		STEP L	25.7502	38.6253	2,060.01	4,463.36	53,560.41
		STEP M	26.3861	39.5791	2,110.88	4,573.59	54,883.08
		STEP N	27.0377	40.5565	2,163.01	4,686.53	56,238.41
		STEP O	27.7054	41.5581	2,216.43	4,802.26	57,627.23
B507	SOLID WASTE BILLING TECH	STEP A	20.4446	30.6669	1,635.56	3,543.73	42,524.76
		STEP B	20.9492	31.4238	1,675.93	3,631.19	43,574.33
		STEP C	21.4666	32.1999	1,717.32	3,720.87	44,650.52
		STEP D	21.9967	32.9950	1,759.73	3,812.76	45,753.13
		STEP E	22.5399	33.8098	1,803.19	3,906.91	46,882.99
		STEP F	23.0966	34.6449	1,847.72	4,003.41	48,040.92
		STEP G	23.6670	35.5005	1,893.36	4,102.28	49,227.36
		STEP H	24.2514	36.3771	1,940.11	4,203.57	50,442.91
		STEP I	24.8503	37.2754	1,988.02	4,307.38	51,688.62
		STEP J	25.4640	38.1960	2,037.12	4,413.76	52,965.12
		STEP K	26.0928	39.1392	2,087.42	4,522.75	54,273.02
		STEP L	26.7372	40.1058	2,138.97	4,634.44	55,613.37
		STEP M	27.3975	41.0962	2,191.80	4,748.90	56,986.80
		STEP N	28.0741	42.1111	2,245.92	4,866.17	58,394.12
		STEP O	28.7674	43.1511	2,301.39	4,986.34	59,836.19

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B508	SR BUILDING INSPECTOR	STEP A	29.0604	43.5906	2,324.83	5,037.13	60,445.63
		STEP B	29.7780	44.6670	2,382.24	5,161.52	61,938.24
		STEP C	30.5134	45.7701	2,441.07	5,288.98	63,467.87
		STEP D	31.2669	46.9003	2,501.35	5,419.59	65,035.15
		STEP E	32.0391	48.0586	2,563.12	5,553.44	66,641.32
		STEP F	32.8303	49.2454	2,626.42	5,690.58	68,287.02
		STEP G	33.6410	50.4615	2,691.28	5,831.10	69,973.28
		STEP H	34.4718	51.7077	2,757.74	5,975.11	71,701.34
		STEP I	35.3231	52.9846	2,825.84	6,122.67	73,472.04
		STEP J	36.1954	54.2931	2,895.63	6,273.86	75,286.43
		STEP K	37.0893	55.6339	2,967.14	6,428.81	77,145.74
		STEP L	38.0052	57.0078	3,040.41	6,587.56	79,050.81
		STEP M	38.9439	58.4158	3,115.51	6,750.27	81,003.31
		STEP N	39.9055	59.8582	3,192.44	6,916.95	83,003.44
		STEP O	40.8910	61.3365	3,271.28	7,087.77	85,053.28
B509	SR BUILDING MAINTENANCE WKR	STEP A	24.2471	36.3706	1,939.76	4,202.83	50,433.96
		STEP B	24.8458	37.2687	1,987.66	4,306.60	51,679.26
		STEP C	25.4594	38.1891	2,036.75	4,412.96	52,955.55
		STEP D	26.0881	39.1321	2,087.04	4,521.93	54,263.24
		STEP E	26.7323	40.0984	2,138.58	4,633.59	55,603.18
		STEP F	27.3925	41.0887	2,191.40	4,748.03	56,976.40
		STEP G	28.0690	42.1035	2,245.52	4,865.29	58,383.52
		STEP H	28.7621	43.1431	2,300.96	4,985.43	59,825.16
		STEP I	29.4724	44.2086	2,357.79	5,108.54	61,302.59
		STEP J	30.2003	45.3004	2,416.02	5,234.71	62,816.62
		STEP K	30.9461	46.4191	2,475.68	5,363.99	64,367.88
		STEP L	31.7103	47.5654	2,536.82	5,496.45	65,957.42
		STEP M	32.4934	48.7401	2,599.47	5,632.18	67,586.27
		STEP N	33.2958	49.9437	2,663.66	5,771.27	69,255.26
		STEP O	34.1181	51.1771	2,729.44	5,913.80	70,965.64
B510	SR BUILDING PLANS EXAMINER	STEP A	29.3978	44.0967	2,351.82	5,095.61	61,147.42
		STEP B	30.1238	45.1857	2,409.90	5,221.45	62,657.50
		STEP C	30.8677	46.3015	2,469.41	5,350.40	64,204.81
		STEP D	31.6300	47.4450	2,530.40	5,482.53	65,790.40
		STEP E	32.4111	48.6166	2,592.88	5,617.92	67,415.08
		STEP F	33.2115	49.8172	2,656.92	5,756.66	69,079.92
		STEP G	34.0317	51.0475	2,722.53	5,898.82	70,785.93
		STEP H	34.8721	52.3081	2,789.76	6,044.49	72,533.96
		STEP I	35.7333	53.5999	2,858.66	6,193.77	74,325.26
		STEP J	36.6157	54.9235	2,929.25	6,346.72	76,160.65
		STEP K	37.5200	56.2800	3,001.60	6,503.46	78,041.60
		STEP L	38.4465	57.6697	3,075.72	6,664.06	79,968.72
		STEP M	39.3960	59.0940	3,151.68	6,828.64	81,943.68
		STEP N	40.3689	60.5533	3,229.51	6,997.27	83,967.31
		STEP O	41.3658	62.0487	3,309.26	7,170.07	86,040.86

CITY OF ROSEVILLE
SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B547	SR BUYER	STEP A	25.5494	38.3241	2,043.95	4,428.56	53,142.75
		STEP B	26.1803	39.2704	2,094.42	4,537.91	54,455.02
		STEP C	26.8268	40.2402	2,146.14	4,649.97	55,799.74
		STEP D	27.4893	41.2339	2,199.14	4,764.81	57,177.74
		STEP E	28.1682	42.2523	2,253.45	4,882.48	58,589.85
		STEP F	28.8638	43.2957	2,309.10	5,003.05	60,036.70
		STEP G	29.5766	44.3649	2,366.12	5,126.61	61,519.32
		STEP H	30.3070	45.4605	2,424.56	5,253.21	63,038.56
		STEP I	31.0555	46.5832	2,484.44	5,382.95	64,595.44
		STEP J	31.8224	47.7336	2,545.79	5,515.88	66,190.59
		STEP K	32.6082	48.9123	2,608.65	5,652.08	67,825.05
		STEP L	33.4135	50.1202	2,673.08	5,791.67	69,500.08
		STEP M	34.2387	51.3580	2,739.09	5,934.70	71,216.49
		STEP N	35.0842	52.6263	2,806.73	6,081.26	72,975.13
		STEP O	35.9506	53.9259	2,876.04	6,231.43	74,777.24
B511	SR CODE ENFORCEMENT INSPECTOR	STEP A	29.0604	43.5906	2,324.83	5,037.13	60,445.63
		STEP B	29.7780	44.6670	2,382.24	5,161.52	61,938.24
		STEP C	30.5134	45.7701	2,441.07	5,288.98	63,467.87
		STEP D	31.2669	46.9003	2,501.35	5,419.59	65,035.15
		STEP E	32.0391	48.0586	2,563.12	5,553.44	66,641.32
		STEP F	32.8303	49.2454	2,626.42	5,690.58	68,287.02
		STEP G	33.6410	50.4615	2,691.28	5,831.10	69,973.28
		STEP H	34.4718	51.7077	2,757.74	5,975.11	71,701.34
		STEP I	35.3231	52.9846	2,825.84	6,122.67	73,472.04
		STEP J	36.1954	54.2931	2,895.63	6,273.86	75,286.43
		STEP K	37.0893	55.6339	2,967.14	6,428.81	77,145.74
		STEP L	38.0052	57.0078	3,040.41	6,587.56	79,050.81
		STEP M	38.9438	58.4157	3,115.50	6,750.25	81,003.10
		STEP N	39.9055	59.8582	3,192.44	6,916.95	83,003.44
		STEP O	40.8910	61.3365	3,271.28	7,087.77	85,053.28
B512	SR CONSTRUCTION INSPECTOR	STEP A	27.1835	40.7752	2,174.68	4,711.80	56,541.68
		STEP B	27.8546	41.7819	2,228.36	4,828.13	57,937.56
		STEP C	28.5425	42.8137	2,283.40	4,947.36	59,368.40
		STEP D	29.2473	43.8709	2,339.78	5,069.53	60,834.38
		STEP E	29.9696	44.9544	2,397.56	5,194.73	62,336.76
		STEP F	30.7097	46.0645	2,456.77	5,323.01	63,876.17
		STEP G	31.4681	47.2021	2,517.44	5,454.47	65,453.64
		STEP H	32.2452	48.3678	2,579.61	5,589.16	67,070.01
		STEP I	33.0416	49.5624	2,643.32	5,727.21	68,726.52
		STEP J	33.8575	50.7862	2,708.60	5,868.63	70,423.60
		STEP K	34.6937	52.0405	2,775.49	6,013.57	72,162.89
		STEP L	35.5504	53.3256	2,844.03	6,162.06	73,944.83
		STEP M	36.4284	54.6426	2,914.27	6,314.25	75,771.07
		STEP N	37.3280	55.9920	2,986.24	6,470.18	77,642.24
		STEP O	38.2498	57.3747	3,059.98	6,629.96	79,559.58

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B513	SR CUSTODIAN	STEP A	16.7550	25.1325	1,340.40	2,904.20	34,850.40
		STEP B	17.1688	25.7532	1,373.50	2,975.92	35,711.10
		STEP C	17.5928	26.3892	1,407.42	3,049.41	36,593.02
		STEP D	18.0272	27.0408	1,442.17	3,124.71	37,496.57
		STEP E	18.4724	27.7086	1,477.79	3,201.88	38,422.59
		STEP F	18.9286	28.3929	1,514.28	3,280.95	39,371.48
		STEP G	19.3961	29.0941	1,551.68	3,361.99	40,343.88
		STEP H	19.8751	29.8126	1,590.00	3,445.01	41,340.20
		STEP I	20.3659	30.5488	1,629.27	3,530.08	42,361.07
		STEP J	20.8688	31.3032	1,669.50	3,617.25	43,407.10
		STEP K	21.3842	32.0763	1,710.73	3,706.59	44,479.13
		STEP L	21.9123	32.8684	1,752.98	3,798.13	45,577.58
		STEP M	22.4534	33.6801	1,796.27	3,891.92	46,703.07
		STEP N	23.0079	34.5118	1,840.63	3,988.03	47,856.43
		STEP O	23.5761	35.3641	1,886.08	4,086.52	49,038.28
B514	SR ENGINEERING TECHNICIAN	STEP A	24.4691	36.7036	1,957.52	4,241.31	50,895.72
		STEP B	25.0734	37.6101	2,005.87	4,346.05	52,152.67
		STEP C	25.6926	38.5389	2,055.40	4,453.38	53,440.60
		STEP D	26.3271	39.4906	2,106.16	4,563.36	54,760.36
		STEP E	26.9773	40.4659	2,158.18	4,676.06	56,112.78
		STEP F	27.6435	41.4652	2,211.48	4,791.54	57,498.48
		STEP G	28.3262	42.4893	2,266.09	4,909.87	58,918.49
		STEP H	29.0257	43.5385	2,322.05	5,031.12	60,373.45
		STEP I	29.7425	44.6137	2,379.40	5,155.36	61,864.40
		STEP J	30.4770	45.7155	2,438.16	5,282.68	63,392.16
		STEP K	31.2296	46.8444	2,498.36	5,413.13	64,957.56
		STEP L	32.0008	48.0012	2,560.06	5,546.80	66,561.66
		STEP M	32.7911	49.1866	2,623.28	5,683.79	68,205.48
		STEP N	33.6009	50.4013	2,688.07	5,824.15	69,889.87
		STEP O	34.4307	51.6460	2,754.45	5,967.98	71,615.85
B545	SR FINANCE CLERK	STEP A	19.5821	29.3731	1,566.56	3,394.23	40,730.76
		STEP B	20.0656	30.0984	1,605.24	3,478.03	41,736.44
		STEP C	20.5611	30.8416	1,644.88	3,563.92	42,767.08
		STEP D	21.0689	31.6033	1,685.51	3,651.94	43,823.31
		STEP E	21.5892	32.3838	1,727.13	3,742.12	44,905.53
		STEP F	22.1224	33.1836	1,769.79	3,834.54	46,014.59
		STEP G	22.6687	34.0030	1,813.49	3,929.24	47,150.89
		STEP H	23.2285	34.8427	1,858.28	4,026.27	48,315.28
		STEP I	23.8021	35.7031	1,904.16	4,125.69	49,508.36
		STEP J	24.3899	36.5848	1,951.19	4,227.58	50,730.99
		STEP K	24.9923	37.4884	1,999.38	4,332.00	51,983.98
		STEP L	25.6095	38.4142	2,048.76	4,438.98	53,267.76
		STEP M	26.2419	39.3628	2,099.35	4,548.59	54,583.15
		STEP N	26.8899	40.3348	2,151.19	4,660.91	55,930.99
		STEP O	27.5540	41.3310	2,204.32	4,776.02	57,312.32

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B515	SR FINANCE TECHNICIAN						
		STEP A	22.4889	33.7333	1,799.11	3,898.07	46,776.91
		STEP B	23.0442	34.5663	1,843.53	3,994.32	47,931.93
		STEP C	23.6133	35.4199	1,889.06	4,092.97	49,115.66
		STEP D	24.1964	36.2946	1,935.71	4,194.04	50,328.51
		STEP E	24.7940	37.1910	1,983.52	4,297.62	51,571.52
		STEP F	25.4063	38.1094	2,032.50	4,403.75	52,845.10
		STEP G	26.0337	39.0505	2,082.69	4,512.50	54,150.09
		STEP H	26.6766	40.0149	2,134.12	4,623.94	55,487.32
		STEP I	27.3354	41.0031	2,186.83	4,738.13	56,857.63
		STEP J	28.0105	42.0157	2,240.84	4,855.15	58,261.84
		STEP K	28.7022	43.0533	2,296.17	4,975.04	59,700.57
		STEP L	29.4110	44.1165	2,352.88	5,097.90	61,174.88
		STEP M	30.1373	45.2059	2,410.98	5,223.79	62,685.58
		STEP N	30.8816	46.3224	2,470.52	5,352.81	64,233.72
		STEP O	31.6442	47.4663	2,531.53	5,484.99	65,819.93
B516	SR HOUSING TECHNICIAN						
		STEP A	23.0572	34.5858	1,844.57	3,996.58	47,958.97
		STEP B	23.6266	35.4399	1,890.12	4,095.27	49,143.32
		STEP C	24.2100	36.3150	1,936.80	4,196.40	50,356.80
		STEP D	24.8079	37.2118	1,984.63	4,300.03	51,600.43
		STEP E	25.4206	38.1309	2,033.64	4,406.23	52,874.84
		STEP F	26.0483	39.0724	2,083.86	4,515.03	54,180.46
		STEP G	26.6916	40.0374	2,135.32	4,626.54	55,518.52
		STEP H	27.3508	41.0262	2,188.06	4,740.80	56,889.66
		STEP I	28.0262	42.0393	2,242.09	4,857.87	58,294.49
		STEP J	28.7183	43.0774	2,297.46	4,977.83	59,734.06
		STEP K	29.4275	44.1412	2,354.20	5,100.76	61,209.20
		STEP L	30.1543	45.2314	2,412.34	5,226.74	62,720.94
		STEP M	30.8989	46.3483	2,471.91	5,355.80	64,269.71
		STEP N	31.6620	47.4930	2,532.96	5,488.08	65,856.96
		STEP O	32.4439	48.6658	2,595.51	5,623.60	67,483.31
B517	SR IT TECHNICIAN						
		STEP A	25.2686	37.9029	2,021.48	4,379.89	52,558.68
		STEP B	25.8927	38.8390	2,071.41	4,488.06	53,856.81
		STEP C	26.5321	39.7981	2,122.56	4,598.89	55,186.76
		STEP D	27.1873	40.7809	2,174.98	4,712.46	56,549.58
		STEP E	27.8587	41.7880	2,228.69	4,828.84	57,946.09
		STEP F	28.5467	42.8200	2,283.73	4,948.09	59,377.13
		STEP G	29.2517	43.8775	2,340.13	5,070.29	60,843.53
		STEP H	29.9741	44.9611	2,397.92	5,195.51	62,346.12
		STEP I	30.7143	46.0714	2,457.14	5,323.81	63,885.74
		STEP J	31.4728	47.2092	2,517.82	5,455.28	65,463.42
		STEP K	32.2500	48.3750	2,580.00	5,590.00	67,080.00
		STEP L	33.0465	49.5697	2,643.72	5,728.06	68,736.72
		STEP M	33.8626	50.7939	2,709.00	5,869.51	70,434.20
		STEP N	34.6988	52.0482	2,775.90	6,014.45	72,173.50
		STEP O	35.5557	53.3335	2,844.45	6,162.98	73,955.85

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B518	SR MECHANIC	STEP A	26.0606	39.0909	2,084.84	4,517.17	54,206.04
		STEP B	26.7040	40.0560	2,136.32	4,628.69	55,544.32
		STEP C	27.3635	41.0452	2,189.08	4,743.00	56,916.08
		STEP D	28.0392	42.0588	2,243.13	4,860.12	58,321.53
		STEP E	28.7317	43.0975	2,298.53	4,980.16	59,761.93
		STEP F	29.4412	44.1618	2,355.29	5,103.14	61,237.69
		STEP G	30.1683	45.2524	2,413.46	5,229.17	62,750.06
		STEP H	30.9133	46.3699	2,473.06	5,358.30	64,299.66
		STEP I	31.6767	47.5150	2,534.13	5,490.62	65,887.53
		STEP J	32.4590	48.6885	2,596.72	5,626.22	67,514.72
		STEP K	33.2605	49.8907	2,660.84	5,765.15	69,181.84
		STEP L	34.0819	51.1228	2,726.55	5,907.52	70,890.35
		STEP M	34.9236	52.3854	2,793.88	6,053.42	72,641.08
		STEP N	35.7860	53.6790	2,862.88	6,202.90	74,434.88
		STEP O	36.6698	55.0047	2,933.58	6,356.09	76,273.18
B519	SR METER SERVICE WORKER	STEP A	20.3987	30.5980	1,631.89	3,535.77	42,429.29
		STEP B	20.9025	31.3537	1,672.20	3,623.10	43,477.20
		STEP C	21.4187	32.1280	1,713.49	3,712.57	44,550.89
		STEP D	21.9476	32.9214	1,755.80	3,804.25	45,651.00
		STEP E	22.4896	33.7344	1,799.16	3,898.19	46,778.36
		STEP F	23.0450	34.5675	1,843.60	3,994.46	47,933.60
		STEP G	23.6141	35.4211	1,889.12	4,093.11	49,117.32
		STEP H	24.1973	36.2959	1,935.78	4,194.19	50,330.38
		STEP I	24.7949	37.1923	1,983.59	4,297.78	51,573.39
		STEP J	25.4072	38.1108	2,032.57	4,403.91	52,846.97
		STEP K	26.0346	39.0519	2,082.76	4,512.66	54,151.96
		STEP L	26.6776	40.0164	2,134.20	4,624.11	55,489.40
		STEP M	27.3364	41.0046	2,186.91	4,738.30	56,859.71
		STEP N	28.0114	42.0171	2,240.91	4,855.30	58,263.71
		STEP O	28.7032	43.0548	2,296.25	4,975.22	59,702.65
B520	SR NATURAL RESOURCES WORKER	STEP A	22.1208	33.1812	1,769.66	3,834.27	46,011.26
		STEP B	22.6671	34.0006	1,813.36	3,928.96	47,147.56
		STEP C	23.2268	34.8402	1,858.14	4,025.97	48,311.74
		STEP D	23.8004	35.7006	1,904.03	4,125.40	49,504.83
		STEP E	24.3882	36.5823	1,951.05	4,227.28	50,727.45
		STEP F	24.9905	37.4857	1,999.24	4,331.68	51,980.24
		STEP G	25.6076	38.4114	2,048.60	4,438.65	53,263.80
		STEP H	26.2400	39.3600	2,099.20	4,548.26	54,579.20
		STEP I	26.8880	40.3320	2,151.04	4,660.58	55,927.04
		STEP J	27.5520	41.3280	2,204.16	4,775.68	57,308.16
		STEP K	28.2324	42.3486	2,258.59	4,893.61	58,723.39
		STEP L	28.9296	43.3944	2,314.36	5,014.46	60,173.56
		STEP M	29.6441	44.4661	2,371.52	5,138.31	61,659.72
		STEP N	30.3761	45.5641	2,430.08	5,265.19	63,182.28
		STEP O	31.1263	46.6894	2,490.10	5,395.22	64,742.70

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B521	SR PARKS MAINTENANCE WORKER						
		STEP A	21.0674	31.6011	1,685.39	3,651.68	43,820.19
		STEP B	21.5878	32.3817	1,727.02	3,741.88	44,902.62
		STEP C	22.1209	33.1813	1,769.67	3,834.28	46,011.47
		STEP D	22.6672	34.0008	1,813.37	3,928.98	47,147.77
		STEP E	23.2269	34.8403	1,858.15	4,026.00	48,311.95
		STEP F	23.8005	35.7007	1,904.04	4,125.42	49,505.04
		STEP G	24.3883	36.5824	1,951.06	4,227.30	50,727.66
		STEP H	24.9906	37.4859	1,999.24	4,331.70	51,980.44
		STEP I	25.6077	38.4115	2,048.61	4,438.66	53,264.01
		STEP J	26.2401	39.3601	2,099.20	4,548.28	54,579.40
		STEP K	26.8881	40.3321	2,151.04	4,660.60	55,927.24
		STEP L	27.5521	41.3281	2,204.16	4,775.69	57,308.36
		STEP M	28.2326	42.3489	2,258.60	4,893.65	58,723.80
		STEP N	28.9298	43.3947	2,314.38	5,014.49	60,173.98
		STEP O	29.6442	44.4663	2,371.53	5,138.32	61,659.93
B522	SR REFUSE TRUCK DRIVER						
		STEP A	21.6531	32.4796	1,732.24	3,753.20	45,038.44
		STEP B	22.1878	33.2817	1,775.02	3,845.88	46,150.62
		STEP C	22.7358	34.1037	1,818.86	3,940.87	47,290.46
		STEP D	23.2972	34.9458	1,863.77	4,038.18	48,458.17
		STEP E	23.8726	35.8089	1,909.80	4,137.91	49,655.00
		STEP F	24.4621	36.6931	1,956.96	4,240.09	50,881.16
		STEP G	25.0662	37.5993	2,005.29	4,344.80	52,137.69
		STEP H	25.6852	38.5278	2,054.81	4,452.10	53,425.21
		STEP I	26.3195	39.4792	2,105.56	4,562.04	54,744.56
		STEP J	26.9695	40.4542	2,157.56	4,674.71	56,096.56
		STEP K	27.6355	41.4532	2,210.84	4,790.15	57,481.84
		STEP L	28.3180	42.4770	2,265.44	4,908.45	58,901.44
		STEP M	29.0173	43.5259	2,321.38	5,029.66	60,355.98
		STEP N	29.7339	44.6008	2,378.71	5,153.87	61,846.51
		STEP O	30.4682	45.7023	2,437.45	5,281.15	63,373.85
B523	SR STREET MAINTENANCE WORKER						
		STEP A	22.0348	33.0522	1,762.78	3,819.36	45,832.38
		STEP B	22.5787	33.8680	1,806.29	3,913.64	46,963.69
		STEP C	23.1362	34.7043	1,850.89	4,010.27	48,123.29
		STEP D	23.7076	35.5614	1,896.60	4,109.31	49,311.80
		STEP E	24.2931	36.4396	1,943.44	4,210.80	50,529.64
		STEP F	24.8930	37.3395	1,991.44	4,314.78	51,777.44
		STEP G	25.5077	38.2615	2,040.61	4,421.33	53,056.01
		STEP H	26.1377	39.2065	2,091.01	4,530.53	54,366.41
		STEP I	26.7831	40.1746	2,142.64	4,642.40	55,708.84
		STEP J	27.4446	41.1669	2,195.56	4,757.06	57,084.76
		STEP K	28.1233	42.1849	2,249.86	4,874.70	58,496.46
		STEP L	28.8168	43.2252	2,305.34	4,994.91	59,938.94
		STEP M	29.5285	44.2927	2,362.28	5,118.27	61,419.28
		STEP N	30.2577	45.3865	2,420.61	5,244.66	62,936.01
		STEP O	31.0049	46.5073	2,480.39	5,374.18	64,490.19

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B524	SR TREE TRIMMER	STEP A	22.0706	33.1059	1,765.64	3,825.57	45,906.84
		STEP B	22.6156	33.9234	1,809.24	3,920.03	47,040.44
		STEP C	23.1741	34.7611	1,853.92	4,016.84	48,202.12
		STEP D	23.7464	35.6196	1,899.71	4,116.04	49,392.51
		STEP E	24.3328	36.4992	1,946.62	4,217.68	50,612.22
		STEP F	24.9337	37.4005	1,994.69	4,321.84	51,862.09
		STEP G	25.5495	38.3242	2,043.96	4,428.58	53,142.96
		STEP H	26.1804	39.2706	2,094.43	4,537.93	54,455.23
		STEP I	26.8269	40.2403	2,146.15	4,650.00	55,799.95
		STEP J	27.4894	41.2341	2,199.15	4,764.82	57,177.95
		STEP K	28.1683	42.2524	2,253.46	4,882.50	58,590.06
		STEP L	28.8639	43.2958	2,309.11	5,003.07	60,036.91
		STEP M	29.5767	44.3650	2,366.13	5,126.62	61,519.53
		STEP N	30.3072	45.4608	2,424.57	5,253.24	63,038.97
		STEP O	31.0556	46.5834	2,484.44	5,382.97	64,595.64
B525	SR WAREHOUSE WORKER	STEP A	21.0674	31.6011	1,685.39	3,651.68	43,820.19
		STEP B	21.5878	32.3817	1,727.02	3,741.88	44,902.62
		STEP C	22.1209	33.1813	1,769.67	3,834.28	46,011.47
		STEP D	22.6672	34.0008	1,813.37	3,928.98	47,147.77
		STEP E	23.2269	34.8403	1,858.15	4,026.00	48,311.95
		STEP F	23.8005	35.7007	1,904.04	4,125.42	49,505.04
		STEP G	24.3883	36.5824	1,951.06	4,227.30	50,727.66
		STEP H	24.9906	37.4859	1,999.24	4,331.70	51,980.44
		STEP I	25.6077	38.4115	2,048.61	4,438.66	53,264.01
		STEP J	26.2401	39.3601	2,099.20	4,548.28	54,579.40
		STEP K	26.8881	40.3321	2,151.04	4,660.60	55,927.24
		STEP L	27.5521	41.3281	2,204.16	4,775.69	57,308.36
		STEP M	28.2326	42.3489	2,258.60	4,893.65	58,723.80
		STEP N	28.9298	43.3947	2,314.38	5,014.49	60,173.98
		STEP O	29.6442	44.4663	2,371.53	5,138.32	61,659.93
B526	STREET MAINT WORKER I	STEP A	18.1835	27.2752	1,454.68	3,151.80	37,821.68
		STEP B	18.6325	27.9487	1,490.60	3,229.63	38,755.60
		STEP C	19.0926	28.6389	1,527.40	3,309.38	39,712.60
		STEP D	19.5641	29.3461	1,565.12	3,391.11	40,693.32
		STEP E	20.0472	30.0708	1,603.77	3,474.84	41,698.17
		STEP F	20.5423	30.8134	1,643.38	3,560.66	42,727.98
		STEP G	21.0496	31.5744	1,683.96	3,648.59	43,783.16
		STEP H	21.5694	32.3541	1,725.55	3,738.69	44,864.35
		STEP I	22.1021	33.1531	1,768.16	3,831.03	45,972.36
		STEP J	22.6479	33.9718	1,811.83	3,925.63	47,107.63
		STEP K	23.2072	34.8108	1,856.57	4,022.58	48,270.97
		STEP L	23.7803	35.6704	1,902.42	4,121.91	49,463.02
		STEP M	24.3676	36.5514	1,949.40	4,223.71	50,684.60
		STEP N	24.9694	37.4541	1,997.55	4,328.02	51,936.35
		STEP O	25.5860	38.3790	2,046.88	4,434.90	53,218.88

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B527	STREET MAINT WORKER II						
		STEP A	20.0017	30.0025	1,600.13	3,466.96	41,603.53
		STEP B	20.4957	30.7435	1,639.65	3,552.58	42,631.05
		STEP C	21.0019	31.5028	1,680.15	3,640.32	43,683.95
		STEP D	21.5205	32.2807	1,721.64	3,730.22	44,762.64
		STEP E	22.0520	33.0780	1,764.16	3,822.34	45,868.16
		STEP F	22.5965	33.8947	1,807.72	3,916.72	47,000.72
		STEP G	23.1546	34.7319	1,852.36	4,013.46	48,161.56
		STEP H	23.7264	35.5896	1,898.11	4,112.57	49,350.91
		STEP I	24.3123	36.4684	1,944.98	4,214.13	50,569.58
		STEP J	24.9127	37.3690	1,993.01	4,318.20	51,818.41
		STEP K	25.5279	38.2918	2,042.23	4,424.83	53,098.03
		STEP L	26.1584	39.2376	2,092.67	4,534.12	54,409.47
		STEP M	26.8044	40.2066	2,144.35	4,646.09	55,753.15
		STEP N	27.4663	41.1994	2,197.30	4,760.82	57,129.90
		STEP O	28.1446	42.2169	2,251.56	4,878.39	58,540.76
B528	STREET SWEEPER OPERATOR						
		STEP A	21.0010	31.5015	1,680.08	3,640.17	43,682.08
		STEP B	21.5195	32.2792	1,721.56	3,730.04	44,760.56
		STEP C	22.0510	33.0765	1,764.08	3,822.17	45,866.08
		STEP D	22.5955	33.8932	1,807.64	3,916.55	46,998.64
		STEP E	23.1535	34.7302	1,852.28	4,013.27	48,159.28
		STEP F	23.7253	35.5879	1,898.02	4,112.38	49,348.62
		STEP G	24.3112	36.4668	1,944.89	4,213.94	50,567.29
		STEP H	24.9116	37.3674	1,992.92	4,318.01	51,816.12
		STEP I	25.5268	38.2902	2,042.14	4,424.64	53,095.74
		STEP J	26.1572	39.2358	2,092.57	4,533.91	54,406.97
		STEP K	26.8031	40.2046	2,144.24	4,645.87	55,750.44
		STEP L	27.4651	41.1976	2,197.20	4,760.61	57,127.40
		STEP M	28.1433	42.2149	2,251.46	4,878.17	58,538.06
		STEP N	28.8383	43.2574	2,307.06	4,998.63	59,983.66
		STEP O	29.5505	44.3257	2,364.04	5,122.08	61,465.04
B529	TREE TRIMMER						
		STEP A	20.0641	30.0961	1,605.12	3,477.77	41,733.32
		STEP B	20.5594	30.8391	1,644.75	3,563.62	42,763.55
		STEP C	21.0671	31.6006	1,685.36	3,651.63	43,819.56
		STEP D	21.5874	32.3811	1,726.99	3,741.81	44,901.79
		STEP E	22.1205	33.1807	1,769.64	3,834.22	46,010.64
		STEP F	22.6668	34.0002	1,813.34	3,928.91	47,146.94
		STEP G	23.2266	34.8399	1,858.12	4,025.94	48,311.32
		STEP H	23.8001	35.7001	1,904.00	4,125.35	49,504.20
		STEP I	24.3879	36.5818	1,951.03	4,227.23	50,726.83
		STEP J	24.9902	37.4853	1,999.21	4,331.63	51,979.61
		STEP K	25.6073	38.4109	2,048.58	4,438.59	53,263.18
		STEP L	26.2397	39.3595	2,099.17	4,548.21	54,578.57
		STEP M	26.8877	40.3315	2,151.01	4,660.53	55,926.41
		STEP N	27.5517	41.3275	2,204.13	4,775.62	57,307.53
		STEP O	28.2321	42.3481	2,258.56	4,893.56	58,722.76

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B530	VEHICLE MAINT PARTS BUYER						
		STEP A	21.0641	31.5961	1,685.12	3,651.11	43,813.32
		STEP B	21.5843	32.3764	1,726.74	3,741.27	44,895.34
		STEP C	22.1173	33.1759	1,769.38	3,833.66	46,003.98
		STEP D	22.6635	33.9952	1,813.08	3,928.34	47,140.08
		STEP E	23.2232	34.8348	1,857.85	4,025.35	48,304.25
		STEP F	23.7967	35.6950	1,903.73	4,124.76	49,497.13
		STEP G	24.3843	36.5764	1,950.74	4,226.61	50,719.34
		STEP H	24.9865	37.4797	1,998.92	4,330.99	51,971.92
		STEP I	25.6036	38.4054	2,048.28	4,437.95	53,255.48
		STEP J	26.2359	39.3538	2,098.87	4,547.55	54,570.67
		STEP K	26.8838	40.3257	2,150.70	4,659.85	55,918.30
		STEP L	27.5477	41.3215	2,203.81	4,774.93	57,299.21
		STEP M	28.2280	42.3420	2,258.24	4,892.85	58,714.24
		STEP N	28.9251	43.3876	2,314.00	5,013.68	60,164.20
		STEP O	29.6394	44.4591	2,371.15	5,137.49	61,649.95
B531	VEHICLE MAINT SERVICEWRITER						
		STEP A	26.0606	39.0909	2,084.84	4,517.17	54,206.04
		STEP B	26.7040	40.0560	2,136.32	4,628.69	55,544.32
		STEP C	27.3635	41.0452	2,189.08	4,743.00	56,916.08
		STEP D	28.0392	42.0588	2,243.13	4,860.12	58,321.53
		STEP E	28.7317	43.0975	2,298.53	4,980.16	59,761.93
		STEP F	29.4412	44.1618	2,355.29	5,103.14	61,237.69
		STEP G	30.1683	45.2524	2,413.46	5,229.17	62,750.06
		STEP H	30.9133	46.3699	2,473.06	5,358.30	64,299.66
		STEP I	31.6767	47.5150	2,534.13	5,490.62	65,887.53
		STEP J	32.4590	48.6885	2,596.72	5,626.22	67,514.72
		STEP K	33.2605	49.8907	2,660.84	5,765.15	69,181.84
		STEP L	34.0819	51.1228	2,726.55	5,907.52	70,890.35
		STEP M	34.9236	52.3854	2,793.88	6,053.42	72,641.08
		STEP N	35.7860	53.6790	2,862.88	6,202.90	74,434.88
		STEP O	36.6698	55.0047	2,933.58	6,356.09	76,273.18
B532	WAREHOUSE WORKER I						
		STEP A	16.8361	25.2541	1,346.88	2,918.25	35,019.08
		STEP B	17.2518	25.8777	1,380.14	2,990.31	35,883.74
		STEP C	17.6779	26.5168	1,414.23	3,064.16	36,770.03
		STEP D	18.1144	27.1716	1,449.15	3,139.82	37,677.95
		STEP E	18.5618	27.8427	1,484.94	3,217.37	38,608.54
		STEP F	19.0201	28.5301	1,521.60	3,296.81	39,561.80
		STEP G	19.4899	29.2348	1,559.19	3,378.24	40,538.99
		STEP H	19.9712	29.9568	1,597.69	3,461.67	41,540.09
		STEP I	20.4644	30.6966	1,637.15	3,547.16	42,565.95
		STEP J	20.9697	31.4545	1,677.57	3,634.74	43,616.97
		STEP K	21.4876	32.2314	1,719.00	3,724.51	44,694.20
		STEP L	22.0182	33.0273	1,761.45	3,816.48	45,797.85
		STEP M	22.5620	33.8430	1,804.96	3,910.74	46,928.96
		STEP N	23.1192	34.6788	1,849.53	4,007.32	48,087.93
		STEP O	23.6901	35.5351	1,895.20	4,106.28	49,275.40

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B533	WAREHOUSE WORKER II						
		STEP A	19.1087	28.6630	1,528.69	3,312.17	39,746.09
		STEP B	19.5806	29.3709	1,566.44	3,393.97	40,727.64
		STEP C	20.0642	30.0963	1,605.13	3,477.79	41,733.53
		STEP D	20.5597	30.8395	1,644.77	3,563.68	42,764.17
		STEP E	21.0674	31.6011	1,685.39	3,651.68	43,820.19
		STEP F	21.5877	32.3815	1,727.01	3,741.86	44,902.41
		STEP G	22.1208	33.1812	1,769.66	3,834.27	46,011.26
		STEP H	22.6670	34.0005	1,813.36	3,928.94	47,147.36
		STEP I	23.2268	34.8402	1,858.14	4,025.97	48,311.74
		STEP J	23.8004	35.7006	1,904.03	4,125.40	49,504.83
		STEP K	24.3882	36.5823	1,951.05	4,227.28	50,727.45
		STEP L	24.9905	37.4857	1,999.24	4,331.68	51,980.24
		STEP M	25.6076	38.4114	2,048.60	4,438.65	53,263.80
		STEP N	26.2400	39.3600	2,099.20	4,548.26	54,579.20
		STEP O	26.8880	40.3320	2,151.04	4,660.58	55,927.04
B534	WATER TRMT PLT OPR GD I 24HR						
		STEP A	14.3310	21.4965	1,605.07	3,477.65	41,731.87
		STEP B	14.6848	22.0272	1,644.69	3,563.51	42,762.13
		STEP C	15.0475	22.5712	1,685.32	3,651.52	43,818.32
		STEP D	15.4191	23.1286	1,726.93	3,741.70	44,900.41
		STEP E	15.7998	23.6997	1,769.57	3,834.08	46,009.01
		STEP F	16.1900	24.2850	1,813.28	3,928.77	47,145.28
		STEP G	16.5898	24.8847	1,858.05	4,025.79	48,309.49
		STEP H	16.9995	25.4992	1,903.94	4,125.21	49,502.54
		STEP I	17.4193	26.1289	1,950.96	4,227.08	50,725.00
		STEP J	17.8495	26.7742	1,999.14	4,331.47	51,977.74
		STEP K	18.2903	27.4354	2,048.51	4,438.44	53,261.35
		STEP L	18.7420	28.1130	2,099.10	4,548.05	54,576.70
		STEP M	19.2048	28.8072	2,150.93	4,660.36	55,924.37
		STEP N	19.6791	29.5186	2,204.05	4,775.46	57,305.53
		STEP O	20.1651	30.2476	2,258.49	4,893.39	58,720.77
B535	WATER TRMT PLT OPR GD I 8HR						
		STEP A	20.0635	30.0952	1,605.08	3,477.67	41,732.08
		STEP B	20.5591	30.8386	1,644.72	3,563.57	42,762.92
		STEP C	21.0668	31.6002	1,685.34	3,651.57	43,818.94
		STEP D	21.5870	32.3805	1,726.96	3,741.74	44,900.96
		STEP E	22.1201	33.1801	1,769.60	3,834.15	46,009.80
		STEP F	22.6664	33.9996	1,813.31	3,928.84	47,146.11
		STEP G	23.2261	34.8391	1,858.08	4,025.85	48,310.28
		STEP H	23.7997	35.6995	1,903.97	4,125.28	49,503.37
		STEP I	24.3875	36.5812	1,951.00	4,227.16	50,726.00
		STEP J	24.9897	37.4845	1,999.17	4,331.54	51,978.57
		STEP K	25.0609	37.5913	2,004.87	4,343.88	52,126.67
		STEP L	26.2392	39.3588	2,099.13	4,548.12	54,577.53
		STEP M	26.8872	40.3308	2,150.97	4,660.44	55,925.37
		STEP N	27.5512	41.3268	2,204.09	4,775.54	57,306.49
		STEP O	28.2316	42.3474	2,258.52	4,893.47	58,721.72

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B536	WATER TRMT PLT OPR GD II 24HR						
		STEP A	15.8140	23.7210	1,771.16	3,837.53	46,050.36
		STEP B	16.2045	24.3067	1,814.90	3,932.29	47,187.50
		STEP C	16.6046	24.9069	1,859.71	4,029.38	48,352.59
		STEP D	17.0147	25.5220	1,905.64	4,128.90	49,546.80
		STEP E	17.4349	26.1523	1,952.70	4,230.86	50,770.42
		STEP F	17.8655	26.7982	2,000.93	4,335.36	52,024.33
		STEP G	18.3066	27.4599	2,050.33	4,442.40	53,308.81
		STEP H	18.7587	28.1380	2,100.97	4,552.11	54,625.33
		STEP I	19.2220	28.8330	2,152.86	4,664.53	55,974.46
		STEP J	19.6967	29.5450	2,206.03	4,779.73	57,356.79
		STEP K	20.1831	30.2746	2,260.50	4,897.76	58,773.18
		STEP L	20.6815	31.0222	2,316.32	5,018.71	60,224.52
		STEP M	21.1923	31.7884	2,373.53	5,142.66	61,711.97
		STEP N	21.7156	32.5734	2,432.14	5,269.65	63,235.82
		STEP O	22.2519	33.3778	2,492.21	5,399.79	64,797.53
B537	WATER TRMT PLT OPR GD II 8HR						
		STEP A	22.1395	33.2092	1,771.16	3,837.51	46,050.16
		STEP B	22.6865	34.0297	1,814.92	3,932.32	47,187.92
		STEP C	23.2468	34.8702	1,859.74	4,029.44	48,353.34
		STEP D	23.8208	35.7312	1,905.66	4,128.93	49,547.26
		STEP E	24.4091	36.6136	1,952.72	4,230.91	50,770.92
		STEP F	25.0119	37.5178	2,000.95	4,335.39	52,024.75
		STEP G	25.6296	38.4444	2,050.36	4,442.46	53,309.56
		STEP H	26.2625	39.3937	2,101.00	4,552.16	54,626.00
		STEP I	26.9111	40.3666	2,152.88	4,664.59	55,975.08
		STEP J	27.5757	41.3635	2,206.05	4,779.78	57,357.45
		STEP K	28.2567	42.3850	2,260.53	4,897.82	58,773.93
		STEP L	28.9545	43.4317	2,316.36	5,018.78	60,225.36
		STEP M	29.6695	44.5042	2,373.56	5,142.71	61,712.56
		STEP N	30.4022	45.6033	2,432.17	5,269.71	63,236.57
		STEP O	31.1530	46.7295	2,492.24	5,399.85	64,798.24
B538	WATER TRMT PLT OPR GD III 24HR						
		STEP A	20.1660	30.2490	2,258.59	4,893.61	58,723.39
		STEP B	20.6638	30.9957	2,314.34	5,014.41	60,172.98
		STEP C	21.1741	31.7611	2,371.49	5,138.24	61,658.97
		STEP D	21.6970	32.5455	2,430.06	5,265.13	63,181.66
		STEP E	22.2328	33.3492	2,490.07	5,395.15	64,741.91
		STEP F	22.7818	34.1727	2,551.56	5,528.38	66,340.60
		STEP G	23.3445	35.0167	2,614.58	5,664.93	67,979.18
		STEP H	23.9210	35.8815	2,679.15	5,804.82	69,657.95
		STEP I	24.5117	36.7675	2,745.31	5,948.17	71,378.07
		STEP J	25.1170	37.6755	2,813.10	6,095.05	73,140.70
		STEP K	25.7373	38.6059	2,882.57	6,245.58	74,947.01
		STEP L	26.3729	39.5593	2,953.76	6,399.82	76,797.88
		STEP M	27.0242	40.5363	3,026.71	6,557.87	78,694.47
		STEP N	27.6915	41.5372	3,101.44	6,719.80	80,637.64
		STEP O	28.3754	42.5631	3,178.04	6,885.76	82,629.16

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B539	WATER TRMT PLT OPR GD III 8HR						
		STEP A	26.8881	40.3321	2,151.04	4,660.60	55,927.24
		STEP B	27.5521	41.3281	2,204.16	4,775.69	57,308.36
		STEP C	28.2325	42.3487	2,258.60	4,893.63	58,723.60
		STEP D	28.9297	43.3945	2,314.37	5,014.48	60,173.77
		STEP E	29.6441	44.4661	2,371.52	5,138.31	61,659.72
		STEP F	30.3762	45.5643	2,430.09	5,265.20	63,182.49
		STEP G	31.1264	46.6896	2,490.11	5,395.24	64,742.91
		STEP H	31.8951	47.8426	2,551.60	5,528.48	66,341.80
		STEP I	32.6827	49.0240	2,614.61	5,665.00	67,980.01
		STEP J	33.4898	50.2347	2,679.18	5,804.89	69,658.78
		STEP K	34.3169	51.4753	2,745.35	5,948.26	71,379.15
		STEP L	35.1643	52.7464	2,813.14	6,095.14	73,141.74
		STEP M	36.0327	54.0490	2,882.61	6,245.66	74,948.01
		STEP N	36.9226	55.3839	2,953.80	6,399.91	76,799.00
		STEP O	37.8344	56.7516	3,026.75	6,557.96	78,695.55
B540	WSTWTR TRMT PLT OPR GD I						
		STEP A	20.0636	30.0954	1,605.08	3,477.69	41,732.28
		STEP B	20.5591	30.8386	1,644.72	3,563.57	42,762.92
		STEP C	21.0668	31.6002	1,685.34	3,651.57	43,818.94
		STEP D	21.5870	32.3805	1,726.96	3,741.74	44,900.96
		STEP E	22.1201	33.1801	1,769.60	3,834.15	46,009.80
		STEP F	22.6664	33.9996	1,813.31	3,928.84	47,146.11
		STEP G	23.2261	34.8391	1,858.08	4,025.85	48,310.28
		STEP H	23.7997	35.6995	1,903.97	4,125.28	49,503.37
		STEP I	24.3875	36.5812	1,951.00	4,227.16	50,726.00
		STEP J	24.9897	37.4845	1,999.17	4,331.54	51,978.57
		STEP K	25.6069	38.4103	2,048.55	4,438.52	53,262.35
		STEP L	26.2392	39.3588	2,099.13	4,548.12	54,577.53
		STEP M	26.8872	40.3308	2,150.97	4,660.44	55,925.37
		STEP N	27.5512	41.3268	2,204.09	4,775.54	57,306.49
		STEP O	28.2316	42.3474	2,258.52	4,893.47	58,721.72
B541	WSTWTR TRMT PLT OPR GD II						
		STEP A	22.1397	33.2095	1,771.17	3,837.54	46,050.57
		STEP B	22.6863	34.0294	1,814.90	3,932.29	47,187.50
		STEP C	23.2465	34.8697	1,859.72	4,029.39	48,352.72
		STEP D	23.8206	35.7309	1,905.64	4,128.90	49,546.84
		STEP E	24.4089	36.6133	1,952.71	4,230.87	50,770.51
		STEP F	25.0117	37.5175	2,000.93	4,335.36	52,024.33
		STEP G	25.6293	38.4439	2,050.34	4,442.41	53,308.94
		STEP H	26.2623	39.3934	2,100.98	4,552.13	54,625.58
		STEP I	26.9108	40.3662	2,152.86	4,664.53	55,974.46
		STEP J	27.5754	41.3631	2,206.03	4,779.73	57,356.83
		STEP K	28.2564	42.3846	2,260.51	4,897.77	58,773.31
		STEP L	28.9542	43.4313	2,316.33	5,018.72	60,224.73
		STEP M	29.6692	44.5038	2,373.53	5,142.66	61,711.93
		STEP N	30.4019	45.6028	2,432.15	5,269.66	63,235.95
		STEP O	31.1527	46.7290	2,492.21	5,399.80	64,797.61

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: C

Percentage: 1.000

Effective Date: 07/09/2016

L39B LOCAL 39-B

Job Code	Title	Step	Hourly	O/T Hrly	Bi-weekly	Monthly	Annual
B542	WSTWTR TRMT PLT OPR GD III						
		STEP A	26.8881	40.3321	2,151.04	4,660.60	55,927.24
		STEP B	27.5519	41.3278	2,204.15	4,775.66	57,307.95
		STEP C	28.2324	42.3486	2,258.59	4,893.61	58,723.39
		STEP D	28.9296	43.3944	2,314.36	5,014.46	60,173.56
		STEP E	29.6440	44.4660	2,371.52	5,138.29	61,659.52
		STEP F	30.3761	45.5641	2,430.08	5,265.19	63,182.28
		STEP G	31.1262	46.6893	2,490.09	5,395.20	64,742.49
		STEP H	31.8949	47.8423	2,551.59	5,528.44	66,341.39
		STEP I	32.6825	49.0237	2,614.60	5,664.96	67,979.60
		STEP J	33.4897	50.2345	2,679.17	5,804.88	69,658.57
		STEP K	34.3167	51.4750	2,745.33	5,948.22	71,378.73
		STEP L	35.1642	52.7463	2,813.13	6,095.12	73,141.53
		STEP M	36.0325	54.0487	2,882.60	6,245.63	74,947.60
		STEP N	36.9224	55.3836	2,953.79	6,399.88	76,798.59
		STEP O	37.8342	56.7513	3,026.73	6,557.92	78,695.13
B544	WSTWTR TRMT PLT OPR GD IV						
		STEP A	32.3733	48.5599	2,589.86	5,611.37	67,336.46
		STEP B	33.1726	49.7589	2,653.80	5,749.91	68,999.00
		STEP C	33.9918	50.9877	2,719.34	5,891.91	70,702.94
		STEP D	34.8312	52.2468	2,786.49	6,037.40	72,448.89
		STEP E	35.6914	53.5371	2,855.31	6,186.50	74,238.11
		STEP F	36.5728	54.8592	2,925.82	6,339.28	76,071.42
		STEP G	37.4760	56.2140	2,998.08	6,495.84	77,950.08
		STEP H	38.4015	57.6022	3,072.12	6,656.26	79,875.12
		STEP I	39.3498	59.0247	3,147.98	6,820.63	81,847.58
		STEP J	40.3216	60.4824	3,225.72	6,989.07	83,868.92
		STEP K	41.3173	61.9759	3,305.38	7,161.66	85,939.98
		STEP L	42.3377	63.5065	3,387.01	7,338.53	88,062.41
		STEP M	43.3832	65.0748	3,470.65	7,519.75	90,237.05
		STEP N	44.4546	66.6819	3,556.36	7,705.46	92,465.56
		STEP O	45.5524	68.3286	3,644.19	7,895.74	94,748.99
B543	WSTWTR TRMT PLT OPR GDIII 24HR						
		STEP A	20.6462	30.9693	2,312.37	5,010.14	60,121.73
		STEP B	21.1559	31.7338	2,369.46	5,133.83	61,605.98
		STEP C	21.6784	32.5176	2,427.98	5,260.62	63,127.50
		STEP D	22.2137	33.3205	2,487.93	5,390.52	64,686.29
		STEP E	22.7623	34.1434	2,549.37	5,523.65	66,283.81
		STEP F	23.3244	34.9866	2,612.33	5,660.05	67,920.65
		STEP G	23.9004	35.8506	2,676.84	5,799.83	69,597.96
		STEP H	24.4907	36.7360	2,742.95	5,943.07	71,316.91
		STEP I	25.0955	37.6432	2,810.69	6,089.84	73,078.09
		STEP J	25.7152	38.5728	2,880.10	6,240.22	74,882.66
		STEP K	26.3503	39.5254	2,951.23	6,394.33	76,732.07
		STEP L	27.0010	40.5015	3,024.11	6,552.24	78,626.91
		STEP M	27.6678	41.5017	3,098.79	6,714.05	80,568.63
		STEP N	28.3511	42.5266	3,175.32	6,879.86	82,558.40
		STEP O	29.0512	43.5768	3,253.73	7,049.75	84,597.09

ORDINANCE NO. 5707

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
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 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the recycled water systems evaluation project per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$36,883.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

A.R. 6.01 Budget Adjustment Policy & Procedure.

For more detailed budget adjustment training information, including examples, please click on the following link:

Miscellaneous Budget Training Information.

REQUESTER*: Richard Plecker

DEPARTMENT/DIVISION*: EU Admin

FISCAL YEAR/EFFECTIVE DATE*: FY2017

PROPOSED COUNCIL DATE (if applicable): 07/06/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
36,883	08410	4398	460			Salary and benefits
\$ 36,883	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
36,883			460			Solid Waste Operations Fund Balance
\$ 36,883	TOTAL					

FINANCE USE <i>He</i>	Approved: <i>Kathy Cullen</i> 6/13/16	<i>Walter Haul</i>
BUDGET MANAGER/DESIGNEE	DATE	Finance Director: Date

Justification for Budget Adjustment*:

Reclassification of Refuse Utility Manager to Refuse and Stormwater Utility Manager

Approved: <i>David O. Pinner</i> 6/13/16	Approved:
REQUESTING DEPARTMENT HEAD / DESIGNEE DATE	CITY MANAGER DATE



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

A.R. 6.01 Budget Adjustment Policy & Procedure.

For more detailed budget adjustment training information, including examples, please click on the following link:

Miscellaneous Budget Training Information.

REQUESTER*: Richard Plecker

DEPARTMENT/DIVISION*: EU Admin

FISCAL YEAR/EFFECTIVE DATE*: FY2017

PROPOSED COUNCIL DATE (if applicable): 07/06/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
36,883	08410	4398	460			Salary and benefits
\$ 36,883	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
36,883			460			Solid Waste Operations Fund Balance
\$ 36,883	TOTAL					

FINANCE USE	Approved:		
<i>hcc</i>	<i>Kathy Cullen</i>	<i>6/13/16</i>	<i>Marty Haul</i>
	BUDGET MANAGER/DESIGNEE	DATE	Finance Director
			Date

Justification for Budget Adjustment*:

Reclassification of Refuse Utility Manager to Refuse and Stormwater Utility Manager

Approved:		Approved:	
<i>Michael O. Parnis</i>	<i>6/13/16</i>		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 7795

File #: 0103-34-02 & 0201-01

Title: Citizen's Benefit Trust Grant Awards - Budget Adjustment

Contact: Jacquie Clarizio 916-774-5323 jclarizio@roseville.ca.us

Meeting Date: 7/6/2016

Item #: 6.31.

RECOMMENDATION TO COUNCIL

The Finance Department recommends the City Council approve a budget adjustment to record the revenue and expenditures for grants awarded to four City departments.

BACKGROUND

On June 1, 2016 grant applications were approved from the Citizen's Benefit Trust Fund by the City Council to be distributed in FY2016-17. Among the grant recipients, four were for city departments totaling \$26,000 which now require budget adjustments to record the revenue and related expenditures. The departments and award amounts are as follows:

Fire Department - \$5,500.00;
Police Department - \$7,500.00;
Parks, Recreation & Libraries - \$10,000.00;
Utility Exploration Center - \$3,000.00.

FISCAL IMPACT

There is no impact to the City's General Fund. Funds have been budgeted in the Citizen's Benefit Trust Fund's budget, and this budget adjustment is requesting to record the revenue and related expenditures of the grants to the respective city departments.

ECONOMIC DEVELOPMENT / JOBS CREATED

The budget adjustment will not have an impact on economic development or job creation.

ENVIRONMENTAL REVIEW

The budget adjustment is not considered a “project” as defined by the California Environmental Quality Act (CEQA), Section 15273 of the CEQA guidelines and therefore no CEQA action is required.

Respectfully Submitted,

Jacquie Clarizio, Financial Analyst

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance 5701

Budget Adjustment CBT

ORDINANCE NO. 5701

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
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 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds to record the revenue and expenditures for grants awarded to four City departments per the request of the Finance Department, as listed on the attached Request for Budget Adjustment in the amount of \$26,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: [A.R. 6.01 Budget Adjustment Policy & Procedure](#).

REQUESTER*: Monty Hanks

DEPARTMENT/DIVISION*: Finance Administration

FISCAL YEAR/EFFECTIVE DATE*: FY2016-17

PROPOSED COUNCIL DATE (if applicable): 7/6/16

For more detailed budget adjustment training information, including examples, please click on the following link: [Miscellaneous Budget Training Information](#).

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
7,500	05514	5998	100			Police Community Services - Misc
5,500	06026	5998	100			Fire Grants - Misc
10,000	08517	5998	100			Parks & Rec - Youth & Teen Services
3,000	08527	4398	227			UEC - Temp Salaries
\$ 26,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
7,500	05514	3790	100			Police Other Agency Revenue - CBT Grant
5,500	06026	3790	100			Fire - Other Agency Revenue - CBT Grant
10,000	08517	3790	100			Parks & Rec, Other Agency Revenue - CBT Grant
3,000	08527	3790	227			UEC Other Agency Revenue - CBT Grant
\$ 26,000	TOTAL					

FINANCE USE	Approved:				
	<i>Kathy Cullen</i>	6/14/16		<i>Monty Hanks</i>	
	BUDGET MANAGER/DESIGNEE	DATE		Finance Director	Date

Justification for Budget Adjustment*:

To appropriate the spending of grant revenues awarded by the Citizens Benefit Trust Fund in fiscal year 2016-17. This includes total of 4 grants to city departments: Police Department, Fire Department, Parks, Recreation and Libraries Department, and the Utility Exploration Center.

Approved:		Approved:	
<i>Monty Hanks</i>			
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 5709

File #: 0400-04-15

Title: Second Reading of Ordinance - Amoruso Ranch Specific Plan - Prezone and Development Agreements

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

Meeting Date: 7/6/2016

Item #: 6.32.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5710 OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN UNINCORPORATED PLACER COUNTY (AMORUSO RANCH SPECIFIC PLAN); and ORDINANCE NO. 5708 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT REGARDING 525.7 ACRES WITHIN THE AMORUSO RANCH SPECIFIC PLAN (BROOKFIELD SUNSET, LLC and JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and ORDINANCE NO. 5709 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT REGARDING 148.7 ACRES WITHIN THE AMORUSO RANCH SPECIFIC PLAN (BROOKFIELD SUNSET, LLC and JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Wayne Wiley, Associate Planner

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5710

Exhibit to Prezone Ordinance

Ordinance No. 5708

Amoruso Development Agreement #1

Ordinance No. 5709

Amoruso Development Agreement #2

ORDINANCE NO. 5710

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
PREZONING CERTAIN REAL PROPERTY LOCATED WITHIN
UNINCORPORATED PLACER COUNTY
(AMORUSO RANCH SPECIFIC PLAN)

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. That certain real property within unincorporated Placer County located at or about 5101 West Sunset Boulevard (Amoruso Ranch Specific Plan) as shown and so designated in Exhibit "E-1," attached and incorporated herein by reference, is hereby prezoned as follows:

In accordance with the zoning standards designated in the Amoruso Ranch Specific Plan.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. This zoning shall be effective at the same time that the annexation becomes effective (Gov't. Code section 65859).

SECTION 4. 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

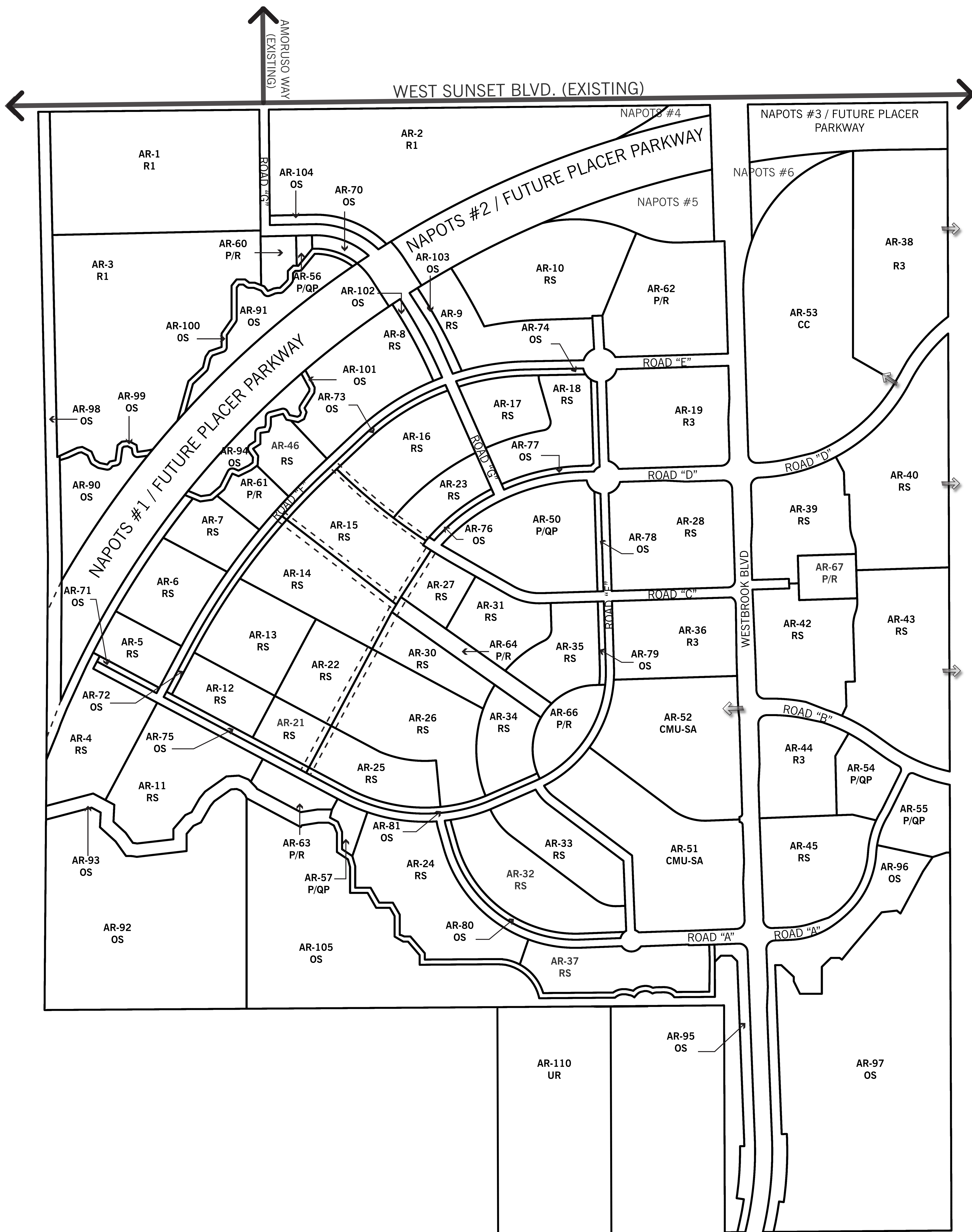
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



ORDINANCE NO. 5708

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING
A DEVELOPMENT AGREEMENT REGARDING 525.7 ACRES WITHIN THE AMORUSO
RANCH SPECIFIC PLAN (BROOKFIELD SUNSET, LLC and JENNIFER M. AMORUSO,
SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH
14, 2005) AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Development Agreement for 525.7 acres within the Amoruso Ranch Specific Plan with Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust dated March 14, 2005 (collectively, the “Developer”).

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement, and makes the following findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Amoruso Ranch Specific Plan;
2. The Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Development Agreement is in conformance with the public health, safety and welfare;
4. The Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The Development Agreement will provide sufficient benefit to the City to justify entering into said Agreement;

SECTION 3. The Development Agreement by and between Developer and the City of Roseville, a copy of which is on file in the City Clerk’s Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

EXHIBIT F-1

RECORD AND WHEN RECORDED
RETURN TO:

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

5/6/16

~~A~~ DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE,
BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR
TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14,
2005
RELATIVE TO THE
AMORUSO RANCH SPECIFIC PLAN

June ___, 2016

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**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET,
LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE
AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005
RELATIVE TO THE
AMORUSO RANCH SPECIFIC PLAN**

This Development Agreement (the "Agreement") is entered into this ____ day of _____, 2016, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), BROOKFIELD SUNSET, LLC, a California limited liability company ("Brookfield") and JENNIFER M. AMORUSO, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005 ("Amoruso")(collectively, "Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of the State of California.

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Property. The subject of this Agreement is the development of those certain parcels of land , consisting of approximately 148.7 acres out of the 674.4± acres owned by Amoruso, as described in Exhibit "A" and shown on Exhibit "B" (hereinafter the "Property"), attached hereto, which constitutes a portion of the larger area comprising 694.4± acres commonly referred to the Amoruso Ranch Specific Plan area ("Specific Plan", " ARSP" or "Plan Area"), which Plan Area is also commonly referred to as the annexation area ("Annexation Area") that includes 20.0± acres designated as Urban Reserve. The Plan Area and Annexation Area are shown in Exhibit "C" attached hereto. The properties of all property owners in the Plan Area as of the date of this Agreement set forth above are shown in Exhibit "D" attached hereto. Amoruso owns the Property, and Brookfield is under contract to purchase the Property from Amoruso. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

C. Hearings. On April 14, 2016, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed

public hearing, considered this Agreement and recommended that the City Council approve this Agreement.

D. Specific Plan Environmental Impact Report; Project Environmental Document. On _____, 2016, the City Council, in Resolution No. _____, certified as adequate and complete the Final EIR (the "EIR") (State Clearinghouse #2008032115) for the Specific Plan. EIR mitigation measures are incorporated in the Specific Plan and in the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

E. Entitlements. Following consideration of and certification of the aforementioned EIR and adoption of CEQA related findings, the City Council on _____, 2016, adopted a Statement of Overriding Considerations with respect to and approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

- 1) The EIR, as certified by Resolution No. _____, and the Mitigation Monitoring and Reporting Program ("MMRP"), adopted therewith;
- 2) Sphere of Influence Amendment to include the remaining 634.4 acres in the Plan Area in the City's sphere of influence not previously included in the City's sphere of influence;
- 3) The Roseville General Plan, as amended by Resolution No. _____;
- 4) The Amoruso Ranch Specific Plan and Design Guidelines as adopted on _____, _____, by Resolution No. _____;
- 5) The Pre-zoning of the Property pursuant to Ordinance No. _____ dated _____, 2016;
- 6) Zoning Ordinance Amendment to modify Residential Small Lot Development Standards pursuant to Ordinance No. _____ dated _____, 2016;
- 7) This Development Agreement, as adopted by Ordinance No. _____, dated _____, 2016 (the "Adopting Ordinance"); and
- 8) Annexation of 694.4 acres.

The approvals described in paragraphs 1 through 8, inclusive, are referred to herein collectively as the "Entitlements." No other action or approval by City shall be

deemed an "Entitlement," provided, however, that subsequent actions or approvals by City for development of the Property, including, but not limited to, large lot and small lot tentative subdivision maps, major project permits, conditional use permits and design review permits (the "Subsequent Entitlements"), shall be deemed included as part of the Entitlements upon City action or approval thereof. The inclusion of Subsequent Entitlements as part of the Entitlements vested hereunder shall not limit the City's discretion to impose time limits within which such Subsequent Entitlements must be implemented.

F. General and Specific Plans. Development of the Property in accordance with the Entitlements will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan and the Amoruso Ranch Specific Plan. For purposes of the vesting protection granted by this Agreement, except as otherwise provided herein, or by state or federal law, the applicable law shall be as set forth in the Entitlements as of the date hereof.

G. Substantial Costs to Landowner. Landowner has incurred and will incur substantial costs in order to comply with conditions of approval of the Entitlements and to assure development of the Property in accordance with the Entitlements and the terms of this Agreement.

H. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, which services and facilities will be provided by City to such development subject to the performance of Landowner's obligations hereunder.

I. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the City from the development of the Property, and City agrees to provide such public facilities and services, according to the terms of this Agreement, to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. Landowner will provide as a part of such development a diverse mix of housing meeting a wide range of housing needs for the City, public facilities such as open space, recreational amenities, commercial centers, professional offices, and other services and amenities that are of benefit to the entire City. City and Landowner recognize and agree that but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide the facilities and services necessary for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost

of public improvements as herein provided to mitigate the impacts of development of the Property as such development occurs.

J. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Article V, Chapter 19.84 of Ordinance No. 3014 of the Roseville Municipal Code.

AGREEMENT

ARTICLE 1. GENERAL PROVISIONS

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

1.2 Binding Covenants. Upon satisfaction of the conditions to recordation of the Agreement set forth in Section 1.3.1 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005, and each and every subsequent purchaser or transferee of the Property or any portion thereof from Landowner.

1.3 Term.

1.3.1 Commencement Expiration. The term of this Agreement shall commence upon the Placer County Local Agency Formation Commission ("LAFCO") taking final action approving the annexation of the Property to City (the "Effective Date"), and shall extend for a period of thirty (30) years after the Effective Date, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto, provided, however, that the terms and conditions of this Agreement shall not be binding on the Property, nor shall Landowner have any development rights or improvements or payment obligations, with the exception of costs incurred by City in the processing of the Entitlements, with respect to any portion of the Property, as contemplated by the Entitlements and this Agreement, until LAFCO takes final action approving the annexation of the Property. The Agreement shall be recorded against the Property within ten (10) days after City enters into the Agreement, as required by California Government Code Section 65868.5. Following expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. As set forth in the Recitals above, the City's agreement to

approve development of the Property (including the zoning of the Property and the annexation of the Property to the City) is being made in consideration of Landowner's covenants under this Agreement. In the event of any such termination prior to recordation of this Agreement, Landowner acknowledges that the Entitlements shall no longer be vested by this Agreement and that the City shall not be required to approve any development of the Property, unless and until an effective development agreement is entered into with the City for the Property.

1.3.2 Automatic Termination Upon Completion and Sale of Residential Unit.

This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that; (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Public Services CFD required by Section 3.19 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this Section 1.3.2 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

1.3.3 Termination Upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or non-residential use (other than parcels designated for public use), when recording a final residential lot subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multi-family or non-residential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within the Public Services CFD required by Section 3.19, or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) with respect to residential parcels, an affordable purchase or rental housing agreement, if required for such parcel pursuant to Section 2.6.1.1, has been recorded on the parcel. City shall cause any written notice of termination approved pursuant to this subsection to be recorded with the County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or non-residential parcel as provided for in this Section 1.3.3 shall not in any way be construed to terminate or

modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

1.3.4 Tolling During Legal Challenge. In the event that this Agreement or any of the Entitlements are subjected to legal challenge by a third party, and Landowner is unable or elects not to proceed with the Project due to such litigation, the term of and timing for obligations imposed pursuant to this Agreement shall be automatically tolled during such litigation.

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of City and Landowner (and/or any successor owner of any portion of the physical area to which the benefit or burden of the amendment would apply), in accordance with the provisions of the Development Agreement Statute. If the proposed amendment affects less than the entirety of the Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. The parties acknowledge that under the City Zoning Code and applicable rules, regulations and policies of the City, the Development Services Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the City Council. Accordingly, the approval by the Development Services Director of any minor modifications to the Entitlements that are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective or to be subject to this Agreement.

For purposes of this Section, minor modifications shall mean any modification to the Project that does not relate to (i) the term of this Agreement, (ii) permitted uses of the Project, (iii) density or intensity of use, except as allowed pursuant to Section 2.3 of this Agreement, (iv) provisions for the reservation or dedication of land, (v) conditions, terms, restrictions or requirements for subsequent discretionary actions, or (vi) monetary contributions by Landowner, and may be processed under CEQA as exempt from CEQA, or with the preparation of a Negative Declaration or Mitigated Negative Declaration.

1.5 Recordation Upon Amendment or Termination. Except when this Agreement is automatically terminated due to the expiration of the Term or the provisions of Section 1.3.2 above, the City shall cause any amendment hereto and any other termination hereof to be recorded, at Landowner's expense, with the County Recorder within ten (10) days after City executes such amendment or termination. Any amendment or termination of the Agreement to be recorded that affects less than all the Property shall describe the portion thereof that is the subject of such amendment or termination.

1.6 Annexation. The ability to proceed with development of the Property

pursuant to the Entitlements shall be contingent upon the annexation of the Property into the City. Pending such annexation, Landowner, at its own risk, may process tentative parcel maps and tentative subdivision maps, design review permits, Major Project Permits (Stage 1), and improvement or construction plans for improvements and City may conditionally approve such tentative maps, design review permits, Major Project Permits (Stage 1) and/or improvement plans in accordance with the Entitlements, provided City shall not approve any final parcel map or final subdivision map for recordation nor approve the issuance of any grading permit for grading any portion of the Property or building permit for any structure within the Property prior to the annexation of the Property to the City. Prior to annexation of the Property to the City, Landowner may, subject to City's review and approval, seek a grading permit from Placer County for purposes of effectuating other agency permits or approvals on the Property or in the Specific Plan as provided in Sections 2.7.1 and 2.7.2 below, and City shall cooperate in Landowner's efforts to obtain any such grading permit.

City shall use its best efforts and due diligence to initiate such annexation process, obtain the necessary approvals and consummate the annexation of the Property into the City, including entering into any annexation agreement that may be required in relation thereto, subject to the City's review and approval of the terms thereof. Landowner shall be responsible for the costs reasonably and directly incurred by the City to initiate, process and consummate such annexation.

1.7 Pro Rata Share/Fair Share – Defined. Except as specifically provided otherwise in this Agreement, the terms pro-rata share or fair share shall mean a share of the total cost of a facility or facilities based on a dwelling unit equivalent calculation using the total units within the ARSP as the numerator and the total number of unbuilt and entitled units in the Annexation Area, as the case may be, as specified in this Agreement, as the denominator.

ARTICLE 2. DEVELOPMENT OF THE PROPERTY

2.1 Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements.

2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of the Entitlements, including, but not limited to, allocation of residential units to residentially designated parcels in the Specific Plan, minimum lot sizes, street locations and configurations in any approved tentative subdivision maps, and

allocation of building square footage to commercially designated parcels in the Specific Plan. City acknowledges that the Entitlements include the following Specific Plan land use designations and approximate acreages, net of road right of way ("Net Acre") for Low Density Residential and Medium Density Residential land uses (gross acres for all other land uses), for the Property as shown in the Specific Plan Land Plan in Exhibit "E", attached hereto and summarized below:

Low Density Residential	1,302 units on 248.8 Gross Acres;
Medium Density Residential	542 units on 50.3 Gross Acres;
High Density Residential	873 units on 38.1 Gross Acres;
Community Commercial	23.9 Gross Acres;
Community Commercial/Village District	109 units on 27.3 Gross Acres;
Park	22.1 Gross Acres;
Open Space	134.8 Gross Acres;
Open Space (Paseos)	10.7 Gross Acres;
School	9.6 Gross Acres;
Public/Quasi Public	7.6 Gross Acres;
Urban Reserve	20.0 Gross Acres;
Right of Way	52.0 Gross Acres;
NAPOTS (Placer Parkway)	49.2 Gross Acres.

Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the Effective Date of this Agreement. Landowner's vested right to proceed with the development of the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses set forth in the Entitlements, and as more fully set forth in Section 2.4.1 below.

2.3 Density Transfer. The number of residential dwelling units planned for the different Parcels within the Project may be transferred to other Parcels within the Project, subject to compliance with the conditions for such transfer as set forth in the Specific Plan. All unused units must be transferred prior to approval by the City Council of the last small lot final map or design review permit for the last high-density residential parcel map for the Property. Any unused units not so approved for transfer shall revert to the City unit pool and Landowner shall have no subsequent claim to such units.

2.4 Rules, Regulations and Official Policies.

2.4.1 Inconsistency. Except as prohibited by Government Code Section 65869.5 or other applicable state or federal law, to the extent any future rules, ordinances, regulations or policies applicable to development of the Property are inconsistent with the land use designations or permitted or conditionally permitted

uses on the Property, density and intensity of use, rate or timing of construction, design requirements, maximum building height and size, or provisions for reservation and dedication of land or other conditions of approval or terms under the Entitlements as defined herein and as provided in this Agreement, the terms of the Entitlements and this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, fees, regulations or policies applicable to development of the Property are not inconsistent with the land use designations or permitted or conditionally permitted uses on the Property, density and intensity of use, rate or timing of construction, design requirements, maximum building height and size, or provisions for reservation or dedication of land or other terms or conditions under the Entitlements or under any other terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable to the development of the Property, except as limited by Section 2.5.2 of this Agreement.

2.4.2 Obligation to Meet and Confer. If City attempts to apply to the Project future rules, ordinances, fees, regulations or policies which Landowner believes to conflict with the Entitlements, Landowner shall provide to City in writing a notice describing the legal and factual basis for Landowner's position. The parties shall meet and confer within thirty (30) days after the date of such written notice by Landowner to discuss the matter.

2.4.3 Application of Changes. Nothing in this section shall preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated or required by changes in State or Federal laws or regulations. To the extent that such changes in City laws, regulations, plans or policies prevent delay or preclude compliance with one or more provisions of this Agreement, City and Landowner shall take such action as may be required pursuant to Section 4.1 of this Agreement to comply therewith.

2.4.4 Authority of City. This section shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent discretionary actions shall not prevent or delay development of the Property for the uses and to the density and intensity of development as provided by the Entitlements and this Agreement, in effect as of the date that City executes this Agreement.

2.5 City Fees, Taxes and Assessments.

2.5.1 Processing Fees and Charges. Landowner shall pay those processing, inspection and plan checking fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and

other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

2.5.2 Public Financing Limited to Specific Funding Mechanisms. This Agreement includes specific construction, funding and reimbursement obligations of Landowner and specific rights or obligations, as the case may be, to participate in a community facilities district(s) or a similar financing district to fund the acquisition and construction of specific facilities and the maintenance of certain improvements. Landowner's obligation with respect to the participation of the Property in any funding mechanisms to support the construction of any other public facilities and improvements or the provision of public services in relation to development of the Property shall be to pay City fees related to the construction and provision of such public facilities authorized by ordinance to be collected by City as of the date that City executes this Agreement as such fees may be adjusted from time to time in accordance with applicable law, or such other fees as may be duly adopted in the future by City from time to time in accordance with applicable law; provided, however, except as otherwise specifically provided in this Agreement, Landowner's obligation to pay future City fees is limited to those fees adopted on a City-Wide basis or which apply uniformly to all properties within the City of Roseville which are zoned consistent with Landowner's zoning as set forth in the Entitlements, or which apply uniformly to all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances.

2.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Landowner shall provide 283 units affordable to very low and low -income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be 40% for very low and 60% for low income households. Any adjustment based on actual development shall be subject to the approval of the City Manager or his/her designee. Prior to issuance of a building permit for any affordable rental unit on a parcel within the Project, City and Landowner shall enter into an Affordable Rental Housing Agreement giving effect to the requirements and intent of this Agreement.

The term "very low income" means households earning 50% or less of median income, and "low income" means households earning 51% to 80% of median income, as published annually by the U.S. Department of Housing & Urban Development ("HUD"). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5. For each of the household income ranges specified herein, household income at the upper limit of the

specified ranges shall be used in determining qualifying rents for affordable rental residential units. Unless a City subsidy is provided, as set forth in Section 2.6.1.3 below regarding any future potential subsidy, or other restrictions are placed on the Parcel due to the type of financing secured by the ultimate developer of the Parcel, qualifying rents for affordable rental residential units shall be based on the upper limit of specified income levels.

Locations of affordable housing sites are shown in the Specific Plan and Exhibit "F". Such locations may be modified pursuant to Section 2.6.1.4 of this Agreement.

2.6.1 Multi Family Affordable Rental Units.

2.6.1.1 Affordable Obligation. Landowner agrees that two hundred and eighty-three (283) affordable rental units will be reserved within the Property, including one hundred and thirteen (113) units for rental to very low income households and one hundred and seventy (170) units for rental to low income households as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
AR-19	230	170	68	102
AR-44	150	113	45	68
Total	380	283	113	170

2.6.1.2 Transfer/Satisfaction of Obligation. At the request of Landowner, the affordable rental housing obligation (or any portion thereof), including any excess affordable rental units committed to by Landowner above its allocated affordable rental housing obligation hereunder, may be transferred, with the consent of the Economic Development Director, from one Parcel to another parcel within the Specific Plan, subject to the approval of the owner(s) of both the transferring and receiving parcels. No such transfer shall require an amendment to this Agreement, but City and Landowner and the owner(s) of the receiving parcels shall execute an instrument memorializing such transfer of obligation that shall be recorded against the affected parcels, with reference to this Agreement.

2.6.1.3 Future Potential Compensation by City. If and to the extent funding to subsidize the provision of affordable housing within the City as described herein is or becomes available to City and is not otherwise committed by City to other affordable housing projects, City at its sole discretion may compensate Landowner or its successors from such available funds. Landowner acknowledges that, as of the Effective Date hereof, City does not have and does not anticipate obtaining any such subsidies that would be available to compensate Landowner hereunder, and if City cannot provide or identify any such subsidies, Landowner shall nevertheless be

obligated hereunder to provide the affordable housing as required by this Agreement. In connection herewith, Landowner hereby waives any claims, suits, or actions against City on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Section 1954.50 et seq.

If and to the extent available, to compensate Landowner for providing rental housing affordable to low income households and very low income households, such compensation (hereinafter, "subsidy" or "subsidies") may be issued through a combination of density bonus, fee deferrals or financing, federal, state and/or local programs or any other form agreeable to Landowner and City. Landowner shall join City in any application prepared for federal, state, local or private funding for any potential subsidies, and Landowner shall use its best efforts to cooperate with City to obtain approval thereof, provided any additional costs or liabilities associated with Landowner's participation therein shall be subject to Landowner's reasonable approval.

To the extent that public funds or subsidies are provided to the development of affordable rental units, Landowner shall provide written notice to builder(s) of such affordable units that such construction may be subject to a requirement to pay prevailing wage.

2.6.1.4 Community Facilities Districts. The City Manager or his/her designee shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to an Affordable Rental Housing Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Rental Housing Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, if and when a Community Facilities District is formed encompassing the Property, set the applicable special tax for such Parcel at a level described in the rate and method for said Community Facilities District.

2.6.1.5 In Lieu Fee – Affordable Housing. In the event City adopts a fee to be paid in lieu of construction rental housing affordable to low or very low income households, Landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units on the Property.

2.6.2 Not a Limitation. Nothing in the foregoing Sections 2.6.1 and 2.6.2 shall be construed to limit Landowner from offering units for rental or purchase to households of very low, low or middle incomes in excess of the number of units specified.

2.7 Wetlands.

2.7.1 404 Permit. Landowner has obtained verification from the U.S. Army Corps of Engineers (the "Army Corps") of the presence of vernal pools and of wetland swales/channels on the Property. Landowner shall obtain from the Army Corps a permit (the "404 Permit") to fill specific wetland resources in conjunction with development of the Property, as well as all offsite improvements required to be constructed by Landowner. Landowner shall diligently pursue and obtain issuance of the 404 Permit and any amendment, modification or supplement thereto, or an additional 404 Permit if required, in order to implement the Project. Such 404 Permit or Permits shall be approved, with conditions satisfactory to the City if such conditions impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements on the Property. Landowner shall, in implementation of the 404 Permit, be required to append to the City's Open Space Preserve Overarching Management Plan. Landowner intends to mitigate the impacts of such wetland fills through a combination of on-site preservation ("Preserve Area(s)"), off-site preservation and/or on-site and off-site creation or restoration of wetland resources. Should on-site preservation require monitoring and a corresponding conservation easement recorded in favor of a third party non-profit entity, City shall have the right to approve the conservation easement and third party non-profit entity, and Landowner shall be responsible for any required endowment to fund long-term third party monitoring and reporting as may be required under the conservation easement. In addition, any off-site preservation properties that Landowner obtains to partly or wholly mitigate the impacts of such wetland fills, where such off-site preservation properties (the "Off-Site Preservation Properties") are adjacent to City's Al Johnson Wildlife Area, may be dedicated to City by Landowner, subject to approval by City. The Off-Site Preservation Properties shall be consistent with the requirements of this Section 2.7 of the Agreement, including appending to City's Open Space Preserve Overarching Management Plan, and funding of management, maintenance, monitoring and reporting obligations. Landowner shall use its reasonable best efforts, subject to approval of Federal and State resource agencies, to provide for the establishment of passive recreation opportunities (such as Class I bike trails and wildlife viewing) in such Off-Site Preservation Properties that are adjacent to City's Al Johnson Wildlife Area. Should the Off-Site Preservation Properties to be dedicated to City require monitoring and a corresponding conservation easement recorded against the Off-Site Preservation Properties in favor of a third party non-profit entity, City shall have the right to approve the conservation easement and third party non-profit entity. In addition, Landowner shall be responsible for any required endowment to fund long-term monitoring and reporting by the third party non-profit entity that may be required under the applicable conservation easement.

Landowner shall obtain any amendments to the 404 Permit(s) that are, or may be, required and any other State or Federal permits that may be required in order

to construct improvements specified in the Specific Plan, the 404 Permit and this Agreement, including improvements for the Preserve Area(s). Notwithstanding this obligation of Landowner, City and Landowner shall, to the maximum extent feasible, avoid infrastructure designs and locations that would require Landowner to amend its 404 Permit or any other permit required by State or Federal agencies.

2.7.2 Westbrook Boulevard. Among the public improvements to be constructed on the Property that will be covered by the 404 Permit is Westbrook Boulevard from the southern boundary of the Plan Area through the ARSP. Unless constructed by another third party, Landowner is also obligated to construct Westbrook Boulevard, including the utilities located within or adjacent to Westbrook Boulevard, from the point that Westbrook Boulevard reaches the southern boundary of Parcels C-51 and C-52 in the Creekview Specific Plan ("CSP") area up to the southern boundary of the ARSP. However, Landowner is not obligated by this Agreement to obtain a 404 Permit for that portion of Westbrook Boulevard between Parcels C-51 and C-52 in the CSP. Rather, Landowner and City acknowledge that property owners in the CSP area have obtained 404 permits that include the portion of Westbrook Boulevard between Parcels C-51 and C-52 in the CSP pursuant to Section 2.7 of the CSP development agreement with City.

The CSP development agreement provides for assignment by the CSP property owners of the 404 Permit or portions of the 404 Permit for the CSP that relate to the portion of Westbrook Boulevard between Parcels C-51 and C-52, along with mitigation therefor, if such mitigation has been acquired and implemented by the CSP landowners at the time that Landowner or third parties are prepared to advance construction of that segment of Westbrook Boulevard. The CSP development agreement further provides that if the property owners in the CSP have not yet acquired and/or implemented the mitigation required to build such segment of Westbrook Boulevard, then the CSP landowners shall reimburse the constructing party for the cost of acquiring and implementing the needed mitigation to construct that segment of Westbrook Boulevard, as set forth in the CSP development agreements and as set forth in this Agreement. Under no circumstances shall Landowner be required to reimburse the CSP property owners for the cost of mitigation and/or implementation of mitigation required for constructing the identified portion of Westbrook Boulevard as set forth herein, including any costs of state and federal permitting, or any mitigation costs for infrastructure in the CSP.

2.7.2.1 Compliance with 404 Permit Conditions. Any violation of the 404 Permit by Landowner arising out of construction of drainage outfalls and other drainage improvements in a Preserve Area shall be the responsibility of Landowner. Following any required establishment periods as provided in this Agreement, outside agency permit(s), and upon City acceptance of such improvements (which shall occur upon completion of such drainage improvements prior to City acceptance of the

Preserve Area(s)), City shall be responsible for the normal operation and maintenance of such outfalls and other drainage improvements within dedicated areas, the cost of which shall be funded through the CFD for Public Services as set forth in Section 3.19 below. Notwithstanding City's acceptance of the drainage improvements, the City shall not be responsible for any 404 Permit or Clean Water Act violations arising from Landowner or third party actions affecting the normal operation of the drainage system. City shall be responsible for any 404 Permit or Clean Water Act violations, and the costs thereof, arising out of actions of the City causing such violation(s). It is also acknowledged that the City's acceptance and normal operation of the public storm drain system does not alter Landowner's obligation and responsibility for compliance with the applicable 404 Permit Preserve Area Establishment Period (as defined in Section 2.7.2.3 below) success criteria.

2.7.2.2 Preserve Area Establishment and Perpetual Monitoring Phases. It is anticipated that the 404 Permit referenced in Section 2.7.1 of this Agreement and subsequent subsections will require preservation and/or creation or restoration of wetland resources within Preserve Areas to be established on the Property as well as on the Off-Site Preservation Properties. City and Landowner shall cooperate with one another in the formation of a financing mechanism as provided for in Section 2.7.4, to fund the costs of monitoring and maintaining the Preserve Area and the Off-Site Preservation Properties in accordance with the 404 Permit. The financing mechanism may be established to address the two separate phases of on-site Preserve monitoring: the Establishment Monitoring Phase and/or Perpetual Monitoring Phase, as described below.

The first phase, or the Establishment Monitoring Phase, would occur during the time that the Preserve property remains under ownership of Landowner and adjacent build-out is occurring in accordance with the Entitlements and 404 Permit(s). During the Establishment Monitoring Phase, created wetlands would be monitored for success in accordance with criteria identified in the 404 Permit, and the balance of the Preserve Areas would be monitored in accordance with City's Open Space Preserve Overarching Management Plan. Prior to City acceptance of the Preserve Areas, all other identified Preserve improvements would have been constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, and utility lines. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit and will depend in part on the ability of created mitigation wetlands to meet success criteria identified in the 404 Permit. City and Landowner acknowledge and agree that City will take ownership of the Preserve in accordance with the process outlined in the City's then current Open Space Preserve Overarching Management Plan after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria, any special management conditions related to the Preserve Area as may be identified in the 404 Permit have been implemented, and all required Preserve improvements and/or facilities have been completed to the

satisfaction of the City and applicable Federal permitting agencies.

The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permit.

2.7.3 Maintenance by Landowner During the Establishment Monitoring Phase. Landowner shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas and Off-Site Preservation Properties, in accordance with the City's then current Open Space Preserve Overarching Management Plan, including, but not limited to, development of any 404 Permit required supplemental Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area.

Furthermore, during said Establishment Monitoring Phase, Landowner shall indemnify, defend and hold City harmless from any and all costs, liabilities or damages for which the City is held responsible or alleged to be responsible under the 404 Permit, which arise out of or relate to any failure of Landowner to satisfy such 404 Permit and Establishment Monitoring Phase requirements, excluding any such failure caused by the active negligence of City or any employees, agents or contractors thereof. City acknowledges and agrees that any proposed use or improvement of the Preserve Area will be subject to the provisions of the 404 Permit and the City's then current Open Space Preserve Overarching Management Plan (as defined herein and in Section 2.7.4 below). Landowner acknowledges responsibility for obtaining 404 permit coverage for all open space uses specified in the Project and this Agreement.

Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on the Property and the Off-Site Preservation Properties will be made available to Landowner for on-going Preserve Area maintenance, monitoring, and reporting up to and until such time as City assumes the obligation for Perpetual Monitoring.

2.7.4 Maintenance by City During the Perpetual Monitoring Phase. A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to

the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s). During said Perpetual Monitoring Phase, Landowner shall, to the extent Public Services CFD funds generated by the Property are available to correct such below-referenced failure to comply with the Overarching Management Plan and/or any special management conditions identified in the 404 Permit by Landowner or third party, indemnify, defend and hold City harmless from any and all costs, liabilities or damages for which the City is held responsible or alleged to be responsible under the 404 Permit (of the transferred Preserve), which solely arise out of or relate to any failure of Landowner to satisfy such Overarching Management Plan and/or any special management conditions identified in the 404 Permit and mitigation monitoring requirements, excluding any such failure caused by the active negligence of City or any employees, agents or contractors thereof. City acknowledges and agrees that any proposed use or improvement of the Preserve Area(s) during the Perpetual Monitoring Phase will be subject to the provisions of the 404 Permit and the City's Open Space Preserve Overarching Management Plan and/or any special management conditions identified in the 404 Permit.

2.7.5 Facilities Included in 404 Permit. Landowner shall use its best efforts to ensure that the approval of its 404 Permit includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, outfalls, culverts, and ancillary improvements that are described in the Specific Plan and this Agreement. To the extent feasible, these improvements within the Property should be located within the Preserve "transition zone", a separate approximately 30-foot wide open space parcel located between the Preserve Area and development parcels. In this regard, Landowner shall include the location of known proposed bike paths, fuel modification areas, passive recreation areas, vehicular access routes for maintenance of open space, sewer facility maintenance, water quality structures and drainage and flood control facilities on all maps and/or exhibits accompanying all 404 Permit(s) applications to ensure all proposed open space improvements are disclosed and considered by the Army Corps during 404 Permit processing and drafting of permit conditions. Such open space improvements shall include the following:

- (i) Maintenance access ramps from Westbrook Boulevard to the Preserve Area north and south of University Creek (from both the east and west sides of Westbrook Boulevard), as shown in Exhibit "Z-1";
- (ii) A maintenance access crossing of University Creek capable of accommodating a 30,000 pound vehicle (grass fire rig) as part of off-site drainage improvements located west of Parcel AR-92 on the Al Johnson Wildlife Area to access the southwest open space south of University Creek within the Property, as shown in Exhibit "Z-2".

- The bridge design shall be supported by a hydraulic analysis demonstrating no flood plain impacts from the structure;
- (iii) Subject to the results of Landowner's reasonable best efforts as set forth in Section 2.7.1 above, opportunities for passive recreation in the Off-Site Preserve Properties for wildlife viewing and a bike trail linking West Sunset Boulevard and the Al Johnson Wildlife Area.

If any significant modifications are proposed which conflict in any manner with the Entitlements related thereto and to the planned location and improvement of the bike paths as a result of approval of the applicable 404 Permit(s), the revised relocation and/or improvement of such paths or other facilities shall be resubmitted to the City for review. The City shall not unreasonably deny any request to relocate any of the paths or other facilities within or outside of the Open Space Preserves and the review of such modifications shall be made in accordance with CEQA.

2.7.6 Preserve Area Operation and Management Plan Fee. As discussed in this Section 2.7, it is anticipated that the on-site Preserve Area(s) and, if approved by City, the Off-Site Preservation Properties will append to and be managed in accordance with the City's Open Space Preserve Overarching Management Plan, which may include supplemental management requirements and success criteria identified in the 404 Permit. In recognition of efficiencies achieved by appending to City's Open Space Preserve Overarching Management Plan, Landowner shall pay to City a one-time fee of \$20,000. Payment shall be made by Landowner upon effectuation of the 404 Permit and initiation of the Establishment Monitoring Phase management as outlined in City's Open Space Preserve Overarching Management Plan. Should the applicable resource agencies approve an independent preserve area operations and management plan for the Preserve Area(s) and Off-Site Preservation Properties such that City's Open Space Preserve Overarching Management Plan will be not applicable to such preserves, Landowner shall have no obligation to pay the fee referenced in this Section 2.7.6.

2.7.7 Optional Participation in the Placer County Conservation Plan. Landowner may elect to participate in the Placer County Conservation Plan (PCCP) as a Participating Special Entity as a means of obtaining the Project's 404 Permit. Landowner and City recognize that PCCP participation may alter the currently anticipated Federal Clean Water Act and Endangered Species Act mitigation approach set forth in this Agreement, including, but not limited to, on-site and off-site Preserve Area dedication, management, monitoring, maintenance, and funding requirements. Landowner and City shall use their reasonable best efforts and work cooperatively to implement PCCP permitting requirements for the Project, provided, however, that City shall not be responsible for any added costs that may result from Landowner's decision to participate in the PCCP.

2.8 Provision of Off-Site Real Property Interests. In any instance where Landowner is required to construct any public improvement on land not owned by Landowner, Landowner shall as its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. The public improvements subject to the provisions of this Section 2.8 are as follows:

- (1) Westbrook Boulevard south of the Property, and utility easements adjacent to and/or thereunder, to the extent such real property interests have not previously been dedicated to City;
- (2) Improvements to the Al Johnson Wildlife Area not otherwise owned by City; and,
- (3) any other real property interest pertaining to public improvements which City requires Landowner to construct.

In the event Landowner is unable, after exercising commercially reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the California Civil Code, to acquire the real property interests necessary for the construction of such public improvements, and if so requested by Landowner and upon Landowner's provision of adequate security as determined by City for costs City may reasonably incur, City shall negotiate for purchase of the necessary real property interest for property within the City to allow Landowner to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established and to the extent allowed by law, use its power of eminent domain to acquire such required real property interest. Landowner shall pay all costs associated with such acquisition or condemnation proceedings. This Section is not intended by the parties to impose upon the Landowner an enforceable duty to acquire land or construct any public improvements on land not owned by Landowner, except to the extent that the Landowner elects to proceed with the development of the Property, and then only in accordance with valid conditions imposed by the City upon the development of the Property under and subject to the Subdivision Map Act or other legal authority.

In those circumstances where the City owns property in fee on or over which development of the Property requires permanent and temporary construction easements, road rights-of-way and/or sites for public facilities, City shall grant such permanent easement or temporary easements, right-of-way, or sites as needed for the timely and efficient development of the Property.

ARTICLE 3. LANDOWNER OBLIGATIONS

3.1 Development, Connection and Mitigation Fees. Except as otherwise provided in Section 2.5 of this Agreement, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CFD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.

3.2 Public Improvements To Be Dedicated, Constructed or Financed by Landowner. In conjunction with each phased Final Map, or as otherwise required by this Agreement, Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFW 1600 Streambed Alteration Agreements, RWQCB General Construction Permit, and 401 Certification, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. At the time of City acceptance of any land dedications, all land dedications, except for the NAPOTS Area described in Section 3.3.1 below, shall be free of environmental or other constraints or other encumbrances inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. In the event, however, that the land dedication by Landowner is triggered by the proposed construction of a third party for a public improvement identified in this Agreement, such third party shall assume the obligation to assure that, at the time of City acceptance, the land dedicated is free and clear of all Encumbrances, unless expressly waived by City. Landowner agrees to cooperate with such third parties to use their best commercially reasonable efforts to remove all Encumbrances, subject to lender or mortgagee consent, as may be required. Such cooperation by Landowner shall be at the sole cost to the third party requesting removal of Encumbrances prior to final dedicating acceptance by City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25. With respect to the wetland obligation referenced in Section 2.7.1 above, the third party shall assume the obligation to remove such wetland environmental constraint on the Property to be dedicated to City triggered by the third party's construction of the public improvements.

3.3 Project Phasing. Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases 1 through 3 substantially consistent with the Phasing Plan set forth in Exhibit "G" attached hereto. Infrastructure

may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments.

In the event that sub-phases are proposed within the identified Phases 1 thru 3, the following criteria will be used to establish the conditions and requirements for that portion of work:

- The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development.
- The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3.
- Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility/public service within the phase.
- Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Project.

The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met:

- Sanitary Sewer – One point of connection to the sewer outfall required, which may include a sanitary sewer lift station or interim lift station.
- Recycled Water – One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis via a potable water charging station, until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Up to three temporary potable water charging station connections to the recycled water system shall be allowed among the 3 phases 1-3, with one

temporary potable water charging station connection anticipated for Phase 1. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director.

- Potable Water – Two independent points of connection required to the ARSP Backbone water system to provide system looping.
- Roadway – Two points of access required (one may be a temporary EVA) and reasonable traffic circulation.
- Electric – Any sub-phase shall be consistent with Section 3.11 below.
- Grading -- A substantial earthwork effort is required by the ARSP. Sub-phasing plans will be required to demonstrate, through a detailed mass grading plan, that all sites (whether cut or fill) will be able to be constructed over time with an effort to minimize use of retaining walls. Haul roads, stock pile sites and adequate drainage facilities shall be identified on grading plans.
- Drainage – Any sub-phase shall demonstrate that adequate storm water management is provided.
- Streetscape Irrigation – Irrigation systems for streetscapes shall be separated by sub-phase and fully operational.

Landowner acknowledges that modifications to the Phasing Plan as shown in Exhibit “G” shall require additional City review. Special studies including but not limited to, water/recycled water/sewer/storm water systems, grading, traffic, fire response, electric supply, and other environmental review may be required. The Landowner will be responsible for all costs associated with the preparation of special studies, and for the associated costs of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.

3.3.1 Recordation of Large Lot Map(s). One Large Lot Tentative Map (“LLM”) shall be prepared for the entire Plan Area, allowing phasing of the final map (“Large Lot Final Map”). Large Lot Final Maps can record independent of the others

consistent with the LLM. Consistent with Section 3.5.4.2 below, performance security (in a form acceptable to City) shall only be required for small lot subdivision maps being recorded prior to the acceptance of improvements by City. Future public lands within the Plan Area, including the well site, sewer lift station, fire station, open space, drainage channels, and parks shall be dedicated to the City on the face of each Large Lot Final Map as an irrevocable offer to dedicate ("IOD").

With the recordation of the first Final Map, the Landowner shall grant to City separate IODs for (1) rights-of-way ("RoW") for all arterial roadways to include all landscape corridors adjacent to Low Density Residential and Medium Density Residential parcels, (2) open space parcels within the Project, (3) public utility easements ("PUEs") consisting of twenty-five (25) feet adjacent to RoW dedications adjacent to land uses other than Low Density Residential and Medium Density Residential land uses, except as otherwise shown in the Specific Plan, (4) drainage channels, (5) all P/QP parcels (except the school site), and (6) temporary construction easements ("TCEs") with rights of access and rights to construct, covering the combined width of the RoW, PUEs, IODs and open space parcels (subject to any conditions in the 404 Permit). City shall have the right to accept IOD and TCE dedications on behalf of or for use by any third party developer(s), subject to such third parties executing a right of entry agreement, including indemnification provisions, acceptable to Landowner, which acceptance shall not be unreasonably withheld.

In addition, Landowner shall with recordation of the first Final Map grant to City a separate IOD for the future Placer Parkway alignment, including an area for the portion of a potential future interchange at the Placer Parkway/Westbrook Boulevard intersection that would lie within the Project boundaries, area that are designated "not a part of this subdivision" ("NAPOTS" or "NAPOTS Area") on the Land Use Plan. Notwithstanding the provisions below for City acceptance of all RoW IOD's, City shall not be obligated to accept such IOD for the NAPOTS Area until the earlier of the recordation of the final small lot map for Phase 3 of the Project or execution of the contract for the construction of the segment of Placer Parkway including the NAPOTS Area. Landowner shall include the maintenance of the NAPOTS Area in its Community Facilities District - Public Services under Section 3.19 below, until such time as the contract for the construction of the segment of Placer Parkway including the NAPOTS Area is executed. Landowner shall maintain the NAPOTS Area prior to City acceptance, using funding from the CFD - Public Services. Upon City acceptance of the IOD for the NAPOTS Area, City shall be responsible for maintenance of the NAPOTS Area, using funding from the CFD - Public Services, until such time as indicated herein.

City shall accept all RoW and PUE IOD's subject to improvement. IOD's shall remain in force until such time as all Landowner obligations for public improvements and/or Preserve Area Establishment Monitoring Phase monitoring is

complete. Upon issuance of a Certificate of Completion ("COC") for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications. The City is not obligated to accept land dedications for future P/QP, Open Space, Park, or other public improvements until the frontage improvements to such land dedications are completed. Furthermore, Open Space Preserve Area acceptance shall take place as described in Section 3.12.9.1 and the City's Open Space Preserve Overarching Management Plan. Except as provided in Section 3.12.9 below, maintenance of these properties remains a Landowner obligation until accepted by City.

3.4 Public Utilities Within Rights-of-Way. All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Accordingly, upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, pursuant to Section 3.3.1, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan.

Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or powerline corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.

3.5 Road Improvements. Landowner, at its expense, shall provide the road improvements set forth in this Agreement, the Specific Plan, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement Schedule set forth in Exhibit "BB", and as shown in Exhibit "H".

3.5.1 Landowner's Obligations. Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights, appropriate striping, all necessary drainage improvements including storm water management requirements, fiber optic cable conduit as set forth in Exhibit "T", and pavement section. Except as provided below in Section 3.5.2, Landowner's frontage obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing,

grading of ½ of the full road section, drainage facilities including storm water management requirements, utilities, street lights, signal interconnect conduits, fiber optic cable conduit as set forth in Exhibit "T", and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, striping, and any additional pavement widening at intersections and driveways to accommodate turn lanes and bus turnouts as may be required by the City Engineer (collectively "Frontage Improvements"). Right turn auxiliary lanes, turn flares, decel lanes, tapers, transition lanes, widening at driveways and bus turnouts shall be constructed by Landowner in, and encroach into, the public utility easement/landscape easement corridors per the Specific Plan. Additional RoW dedication is required where multiple left turn lanes are required per City Standards. The area within which such Frontage Improvements are to be located shall be referred to herein as Landowner's frontage. Unless specifically identified within this Agreement, Landowner shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required Frontage Improvements along arterial roadways, or for any residential and/or collector roadway improvements.

Except as set forth below, installation of median landscaping and median curbing shall be constructed concurrent with roadway construction. Landscaping and sidewalks adjacent to roadways may be constructed concurrent with the development of adjacent parcels. Paseo and Bike trail connections will be constructed consistent with Sections 3.12.6 and 3.12.7, respectively, of this Agreement.

3.5.2 Arterial Roadways. Landowner shall grant easements and dedicate all IODs for all arterial roadways as set forth in Sections 3.2 and 3.3.1 above. Arterial roadways wholly within and adjacent to the Project are Westbrook Boulevard, and Roads B and D east of Westbrook Boulevard. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. The phasing and improvements required for each arterial are shown on Exhibit "H" and described in the Phasing Plan, Exhibit "G". Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner pursuant to this Section 3.5.2 shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Project that are in excess of required Frontage Improvements by withholding 25% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner, provided, however, that if Landowner constructs CIP improvements that are the obligation of the CSP, the TMF Set-Aside Fund percentage for the Project out of the City TMF Fund shall be 50 percent (50%). Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed

from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement.

Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors.

Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows:

(a) Roads B and D. Roads B and D are planned as 4-lane arterials east of Westbrook Boulevard. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, as well as the adjacent inside lane, i.e., the CIP Improvements, for both sides of Roads B and D east of Westbrook Boulevard to the eastern Plan Area boundary, pursuant to the Phasing Plan set forth in Exhibit "G".

City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional inside lane pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 25% credits (50% if Landowner constructs CIP improvements that are the obligation of the CSP) against the TMF applied to the building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property.

(b) Westbrook Boulevard. Westbrook Boulevard is planned as a 6-lane arterial roadway. Landowner shall construct both outside Frontage Improvements to form a continuous roadway from south to north and shall include the full grading of the ultimate roadway section and the construction of a 4-lane road section of the ultimate 6-lane roadway, including specified landscape median (8 feet south of Road A and 14 feet north of Road A), as defined in Section 3.5.1, which 4-lane section includes the frontage improvements as well as the adjacent inside lane, i.e., the CIP Improvements, on each side of Westbrook Boulevard.

City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 25% credits against

the TMF (50% if Landowner constructs CIP improvements that are the obligation of the CSP) applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property.

Westbrook Boulevard Frontage Improvements shall be constructed in phases consistent with the Phasing Plan set forth in Exhibit "G". Each phase of such Westbrook Boulevard Frontage Improvements shall be triggered upon on-site development of the specific parcels adjacent to the roadway and shall include the full grading of the ultimate roadway section and the construction of a 4-lane road section of the ultimate 6-lane roadway, including specified landscape median (8 feet south of Road A and 14 feet north of Road A), and frontage improvements on both sides. Limits of construction phases of Westbrook Boulevard shall be determined by the City Engineer at such time as Landowner submits sub-phasing plans as provided for in Section 3.3.

In the event that development of the ARSP precedes the extension of Westbrook Boulevard through the Creekview Specific Plan ("CSP") by the CSP landowners, Landowner shall assume the obligation to extend Westbrook Boulevard through the CSP and into the Plan Area. Within thirty (30) days of City acceptance of Landowner's improvement plans for Westbrook Boulevard, including the portion of Westbrook Boulevard through the CSP, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner for the CIP portion of Westbrook Boulevard, based upon invoices for actual work constructed, for stages of Westbrook Boulevard that have been signed off by City inspectors. All City reimbursements to Landowner for the CIP portion of Westbrook Boulevard shall be from funds from the TMF Set-Aside Fund. All frontage improvements for that portion of Westbrook Boulevard through the CSP that Landowner constructs shall be reimbursed to Landowner by the CSP at such time when construction of the improvements would have been required had the improvement not been so advanced by Landowner. Reimbursement shall be adjusted annually by the CCI from the date the reimbursable costs were incurred by Landowner to the date of reimbursement, as provided in Section 3.26 of the CSP Development Agreement.

3.5.3 West Sunset Boulevard. Landowner shall have the obligation to construct improvements to West Sunset Boulevard in unincorporated Placer County immediately north of the Annexation Area (the "West Sunset Improvements") to a Rural Secondary Roadway standard pursuant to Placer County standards in effect as of the Effective Date of the Agreement. The West Sunset Improvements shall be constructed as initial improvements and ultimate improvements, as set forth in Exhibits

"H-3-A, -B, and -C" hereto. Initially, the West Sunset Improvements shall consist of an all weather fire access road (emergency vehicle access only) along the future alignment of Westbrook Boulevard from West Sunset Boulevard south to where initial Westbrook Boulevard improvements in the Project have been constructed, including a gate and fencing to restrict public access to the satisfaction of the City Engineer. As set forth in the Phasing Plan in Exhibit "G", the ultimate West Sunset Improvements shall be constructed by Landowner at the time of commencement of construction of Phase 3 of the Project. The West Sunset Improvements shall consist of two 12-foot travel lanes, two 4-foot shoulders, a new 8-foot wide drainage ditch on the south side of roadway, and necessary turn lanes, as shown in Exhibit "H-3-A, -B, and -C", along with a 5-foot sidewalk within a 25-foot landscape corridor along the southern edge of West Sunset Boulevard adjacent to the Property and within the new City boundary to be created by annexation. There shall be no requirement for street lighting along West Sunset Boulevard, and the only electrical facilities along West Sunset Boulevard required of the Project shall be electrical facilities to serve the traffic signal to be constructed at the intersection of Westbrook Boulevard and West Sunset Boulevard, as well as the electrical facilities to serve the landscaping to be constructed by Landowner as part of the West Sunset Improvements. In order for Landowner to construct such West Sunset Improvements, Placer County shall need to abandon a portion of its existing right-of-way on the southern portion of West Sunset Boulevard along the entire northern border of the Project (as shown in Exhibit "H-3-A"). The annexation of the ARSP shall extend north to a point south of the West Sunset Improvements, including land that the County needs to abandon as herein described, as shown in Exhibit "H-3-A". Landowner and City shall work together with Placer County to convey all existing interests in the LSE/PUE within the annexed area to City or to Landowner, who shall in turn offer the dedication of the landscaped corridor as RoW to City.

Should Placer County, or the City and Placer County jointly, develop a fee program that includes the West Sunset Improvements or any portion thereof, which fee program requires payment of traffic impact fees to fund the West Sunset Improvements at the time of issuance of building permits in the Project, Brookfield Sunset, LLC shall be entitled to reimbursement for the cost of the West Sunset Improvements that Brookfield Sunset, LLC or its assignee(s) has constructed pursuant to this Agreement, with reimbursement from such traffic fees collected in the above referenced fee program from the issuance of building permits in the Project or paid by third parties. Such reimbursement shall be personal to Brookfield Sunset, LLC, and does not run with the Property to successors and assigns, unless Brookfield Sunset, LLC provides written notice to Placer County or to City and Placer County, as the case may be, that said reimbursements have been assigned by Brookfield Sunset, LLC to a third party.

3.5.4 Timing of Dedication and Security for Road Improvements.

3.5.4.1 Rights-of-way for the arterial roadways and the NAPOTS

Area shall be dedicated as an IOD to the City as set forth in Sections 3.2 and 3.3.1, and with the recordation of the first Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements.

3.5.4.2 Prior to the recordation of a small lot residential subdivision map for the Property, Landowner 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 the single collector street in the Project to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.

3.5.5 Road Improvement Standards. All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the City Engineer. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.

3.5.6 Landscape Setbacks. For the roadways within and/or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, right turn auxiliary lanes, turn flares, decel lanes, and turn lane tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, traffic control equipment (signs and traffic signals), walls and related uses, and shall be included in the road rights-of-way, adjacent to LDR and MDR parcels. Such setbacks shall not be included within rights-of-way adjacent to High Density Residential and nonresidential uses as set forth in the Specific Plan.

3.5.6.1 Separated Sidewalks. Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping (consistent with City's Water Efficient Landscape Ordinance) within the landscape planter, including, street trees (to be trimmed per City standards) located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter. Individual homeowners shall be notified by any such applicable Homeowners Association of a restriction against replacing landscaping with hard surface

improvements within the above referenced landscape planter.

3.5.7 Traffic Signals. Landowner shall be responsible for the costs of construction of traffic signals as shown on Exhibit "I" and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals set forth in Exhibit "I", for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, as defined in Section 3.5.2 above. At a minimum, and in the case where full signal improvements are not warranted at the time of construction by Landowner, then, at the discretion of the City Engineer, Landowner shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions set forth in this Section 3.5.7. For those traffic signals to be completed at a later date, City shall be responsible to install mast arms, signals and signal controllers when they are needed. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner under this Section 3.5.7, City shall provide 25% credits (50% if Landowner constructs CIP improvements that are the obligation of the CSP) to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to reimbursements and/or credits toward the appropriate City traffic mitigation fee for the design and construction of public traffic signals and/or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for reimbursement from the TMF Set-Aside Fund.

3.5.8 Update of City Fee. Landowner acknowledges that as a result of approval of the Project, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Project. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective Date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the Creekview Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the Project is higher than that charged in the Creekview Specific Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the Project. To the extent that the Traffic Mitigation Fee adopted for the Property is lower than that charged in the Creekview Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.

3.5.9 Highway 65 Joint Powers Authority. Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion.

Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the Creekview Specific Plan Area ("Interim Highway 65 JPA Fee") in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.

Nothing in this Section shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.

3.5.10 South Placer Regional Traffic Fee. Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion.

Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the Creekview Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.

Nothing in this Section shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.

3.5.11 Tier II Traffic Fee. The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$6,332.96 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average. Upon approval by the SPRTA Board, SPRTA Tier II Traffic Fees to be paid by the Project shall be subject to a credit per DUE for costs advanced by Landowner applicable to future resource agency permitting for the future alignment of the segment of Placer Parkway within the Project boundaries, as well for any land acquisition component of the SPRTA Tier II Traffic Fee that applies to that segment of Placer Parkway that lies within the Project.

3.5.12 Transit Master Plan Funding. Landowner shall pay, as its fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$4,166, \$4,998, and \$4,166, respectively, prior to the recordation of any Large Lot Final Map on the Property. Landowner's pro-rata share, based on 148.7.7 acres as the numerator and 674.4 acres as the denominator is 22.05% of \$13,330, or a total of \$2,939.

3.5.13 City-County Fee. Landowner acknowledges that City and Placer County have adopted a funding mechanism (the "City-County Traffic Mitigation Fee") for improving certain roads in the City and County, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City-County Traffic Mitigation Fee. Until such time as an update of the City-County Traffic Mitigation Fee has been completed to include the Property, Landowner agrees to pay the fee rate then currently charged in the CSP.

3.5.14 Santucci Boulevard and Vista Grande Boulevard Extension and Traffic Mitigation Fee. If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then-undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Sierra Vista Specific Plan boundary to Baseline Road. At the time of the adoption, Landowner does not waive its right to protest the amount of the fee.

3.5.15 Placer County Traffic Mitigation Fee. Landowner agrees to pay to City a fee of \$215 per DUE (the "Placer County Road Impact Fee") to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard, the extension of Vista Grande Boulevard as provided in Section 3.5.14 above), and the West Sunset Boulevard/Fiddymont Road intersection. The Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.

3.5.16 Fee Credits/Reimbursement for Construction of CIP Improvements. Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program ("Roadway CIP") and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.

3.5.17 Transportation Systems Management. Landowner shall comply with the City's Transportation Systems Management Ordinance.

3.5.18 Alternative Transportation Marketing. Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.

3.5.19 Park and Ride Lot. Twenty-five (25) park and ride spaces shall be provided on Parcel AR-53, as shown in Exhibit "H". Such park and ride spaces shall be included in addition to the parking required for the applicable underlying land use by the City's Zoning Code. Landowner shall install the park and ride spaces at the time of development of the parcel on which the park and ride lot is located. The park and ride lot shall be located proximate to a bus stop location. Park and ride spaces shall allow for exclusive daily weekday parking between the hours of 5:00am and 8:00pm.

3.6 Sewer Facilities. Landowner shall construct on-site sewer facilities as described in this Section, the Phasing Plan, and as shown in Exhibits "J-1" and "J-2", attached hereto. In the event that the WRSP and/or CSP has not constructed sewer facilities necessary to serve the Property, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP and/or CSP in accordance with Section 4.2.2 herein. Landowner shall, subject to the provisions of Section 2.8 of this Agreement, be solely responsible for obtaining easements and rights-of-way that are required for construction of such improvements. City shall provide

Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein and as shown on Exhibits "J-1" and "J-2", Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.

3.6.1 Lift Station Sites. Landowner shall, at its expense, design and construct two sewer lift stations (Parcels AR-56 and AR-57). Landowner shall be responsible for installation of all frontage improvements to Parcels AR-56 and AR-57, including storm drainage, water, wastewater, electric and communication fiber conduit per City standards. Construction of such sewer lift stations shall be consistent with Exhibits "J-1" and "J-2" attached hereto and Figures 9 and 10 of the Sanitary Sewer Master Plan. As disclosure to subsequent purchasers, Landowner shall install signage at both future lift station sites describing the facilities to be constructed on the particular lift station site. Signs shall be provided pursuant to City specifications. The Environmental Utilities Director shall review and approve the signs prior to their installation.

3.6.2 Master Wastewater Plan. Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Construction of such facilities shall be consistent with Exhibits "J-1" and "J-2".

Where wastewater conveyance facilities are to be located within roadways, such facilities shall be installed concurrent with the construction of the corresponding road improvements, if not earlier. All weather maintenance access roads shall be provided to provide a single point of access to all manholes that are not located within roadways, to be determined by the Environmental Utilities Director.

3.6.3 Improvement Standards. All sanitary sewer facilities shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.

3.6.4 Access to Manholes. Manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Project, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.

3.6.5 Public Utility Easements. Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.

3.6.6 Wastewater Facilities for Reimbursement. Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties whose property is benefited by Landowner's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on the respective capacity requirements (i.e., flow in the pipes) of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.6 and Section 4.2 of this Agreement are shown in Exhibits "K-1" and "K-2" and listed in Exhibit "BB". For properties outside of the Plan Area, Landowner shall submit documentation to the City to justify the requested reimbursement.

The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.

3.6.7 Wastewater Service Area Boundary. Landowner shall be responsible for its pro rata share, based on acreage (148.7 acres out of 674.4 acres in the ARSP), of all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area.

3.7 Water Supply.

3.7.1 Placer County Water Agency Supply. City is negotiating with the Placer County Water Agency (PCWA) to acquire an additional treated surface water supply from PCWA via a wholesale water agreement, inclusive of 1,067 acre feet per year ("AFY") to serve the Project. Water obtained from PCWA by City through the wholesale agreement would be delivered to the City through PCWA's Tinker Road Pump Station and Reservoir located in the Sunset Industrial Area of unincorporated Placer County (the "Tinker Road Facility"), and then transported through the City's water infrastructure to the Project site. In the interim period before the PCWA infrastructure is in place to provide water to the Project, the Project will be supplied using existing City supplies and water treatment capacity. Additional infrastructure,

including the Ophir Water Treatment Plant and improvements at the Tinker Road Facility, as described below, are needed to provide the PCWA treated surface water to the Project. As set forth in the EIR, prior to the approval of any building permits in the Project, Landowner shall pay its proportionate share of required funding to City for the acquisition and delivery of treated potable water supplies to serve the Project. No building permits shall be issued for the Project until City has entered into the herein described wholesale water agreement with PCWA to acquire sufficient water supplies to serve the Project's water demands.

3.7.2 Financing of Water Supply. To provide the needed surface water supply to serve the Project, and subject to the direction of and at the time City so directs, Landowner is required to participate in the funding of certain PCWA off-site water facilities. Such facilities consist of the future PCWA Ophir Water Treatment Plant ("Ophir WTP"), associated PCWA transmission facilities necessary to wheel treated water to the Tinker Road Facility, and improvements to the PCWA Tinker Road Facility. Landowner is obligated to fund the construction of the off-site water facilities at the Tinker Road Facility such that capacity is increased by 2.7 MGD. Such off-site water facilities include but may not be limited to the following: (i) approximately 800 feet of 24 inch diameter pipe; (ii) a new 2.7 MGD firm capacity booster pump station; and (iii) either a new pipeline connection into the existing fluoride feeder station, or a new fluoride feeder station inside a new pump building. To the extent that the improvements to the Tinker Road Facility constructed by Landowner provide capacity or enhance water supply reliability benefitting third parties, Landowner shall be entitled to reimbursement from such third parties to the extent that they benefit from Landowner's constructed improvements to the Tinker Road Facility. In addition to the improvements required at the PCWA Tinker Road Facility as set forth herein, Landowner agrees that no building permits shall be issued for the Project until such time as City and Landowner agree to a funding source for the PCWA water supply. The funding source for the PCWA water supply may consist of one, or any combination, of the following, without the need to amend this Agreement: (i) a water connection fee representing the required PCWA infrastructure; (ii) CFD proceeds that have been allocated for the Project's water supply; or (iii) any other funding source or strategy mutually agreed to in writing by City and Landowner. If CFD proceeds are used to fund the PCWA water supply, such CFD proceeds shall be provided at such time and amount as jointly agreed to by City and Landowner. In addition to the PCWA water facilities described herein, Landowner shall pay for the installation of any off-site water storage, treatment, and transmission facilities benefitting the Project through the payment of water connection fees levied and collected by City, in accordance with any applicable City ordinances as may be established by City.

3.7.3 Groundwater Well. Landowner shall dedicate to City Parcel AR-55 for one (1) groundwater well at the approximate location shown on Exhibit "L". Landowner shall construct frontage improvements for Parcel AR-55, including water,

recycled water, wastewater, storm drainage, electric and communication fiber conduit. As shown in Exhibit "L", the well site shall be constructed adjacent to the 24" water line to be constructed in Road B, and be connected to that 24" water line with a 16" water line. Landowner shall install a test well in a location mutually agreed upon by Landowner and City to determine if the well location utilized meets desired capacity and water quality. If the desired capacity and water quality are confirmed in the test well, Landowner shall be responsible for drilling and completing the production well (but not above ground well improvements such as pumping and treatment facilities) as further described below. City shall be responsible for the construction and costs of above ground production well (topside) improvements such as pumping and treatment facilities.

It is the intent of this section (and the Parties) that the groundwater well location identified within the Project shall be capable of achieving a yield of approximately 1,800 gallons per minute, be designed for Aquifer Storage and Recovery, and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate the well site within the Project to an alternative site mutually agreed to by City and Landowner until these objectives are satisfied.

Landowner shall contact the City Environmental Utilities Department prior to design and construction of the production well. The production well shall be in operation at the time of occupancy of the 250th residential unit in the Project. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. In addition, notwithstanding the foregoing, the well shall be drilled prior to the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for the well if at the time of construction of the well homes are occupied between 500 feet and 1,000 feet of the well.

If City determines that the production well is required prior to the occupancy of the 250th residential unit in the Project, City has the right to construct the test well and the production well. Landowner shall reimburse City for the actual cost of the below ground improvements for the test well and production well, as set forth above, including annual CCI adjustments of such costs, upon occupancy of the 250th residential unit in the Project. If City constructs the test well and production well prior to the occupancy of the 250th residential unit in the Project, Landowner agrees to construct an all weather access roadway within either the Road A or Road B RoW and all associated infrastructure to serve Parcel AR-55 as specified in this Section 3.7.3 within one (1) year of notification from City if Road B has not otherwise already been constructed by Landowner.

Landowner shall, prior to the issuance of the first building permit in the Project phase where an existing well is located, destroy the well or wells in that particular Project phase from among the two existing agriculture irrigation wells and one domestic well in the Project Area. Landowner shall obtain from City a Well Permit and follow the California Well Standards for the destruction of the wells on the Property. All construction plans shall be designed pursuant to City's then current Standards and mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay the then current plan check, mapping and inspection costs as incurred by City for review, mapping, and inspection of the destruction of the wells.

3.7.4 Water Conservation Measures. Landowner and its successors shall implement a Water Conservation Plan included as Exhibit "M" to this Agreement. The Water Conservation Plan shall include compliance with the City's then current Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Project and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.

3.7.5 Periodic Confirmation of Water Conservation Goal. The City has determined, and the Landowner agrees, that the available water supply, as documented in the Water Supply Assessment for the Project, is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Water Conservation Plan which includes a reduction in water use by approximately 15% over current (i.e., Effective Date of this Agreement) use characteristics.

The sources for water evaluated for the Project includes the addition of a new treated water supply from PCWA which adds to the water source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Landowner are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying

assumptions and the continued availability of sufficient water to service all phases of the Project.

Upon construction of the dwelling units in the Project that cumulatively utilize 50% of the projected potable water usage at buildout of the Project, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.4 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the approximately 15% over current potable water usage as set forth herein, and the then built portion of the Project has met its approximately 15% objective set forth in this Section 3.7.5, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the approximately 15% objective set forth in this Section 3.7.5. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the Project shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.

3.8 Water System Improvements.

3.8.1 Water Study. Landowner has prepared a Water Study for its on-site water facilities and prepared a general design of the water system as shown on Exhibit "N" that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing "Exhibit "BB".

3.8.2 Water Facilities. Landowner shall construct on-site water system facilities as shown on Exhibit "N". In the event that the CSP has not constructed water lines necessary to serve the Project, and it can be demonstrated through the City hydraulic model that the water lines within the CSP are needed to supply water to the Project consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the CSP in accordance with Section 4.2.2 herein. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless

modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Other than those facilities set forth in Section 3.7.2 above, Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein.

3.8.3 Water Facilities for Reimbursement. There are water facilities to be constructed in the CSP for which Landowner has a construction obligation only if City determines the facilities are required to serve the Project, and if Landowner is not obligated to construct, or CSP landowners or other third parties have constructed the facilities, Landowner is obligated to pay its pro-rata share of the costs of such water facilities, as provided in this Section 3.8.3. There are other water facilities which either Landowner or other third party landowners may construct, the costs of which construction are subject to reimbursement to the constructing party, as set forth in Section 3.26 below (where reimbursement is by Landowner to constructing third parties), or in Section 4.2 below (where reimbursement is from third parties to Landowner). Finally, there are water facilities to be constructed by Landowner which the City may in the future determine are eligible for reimbursement from third parties currently outside the City (but excluding the Urban Reserve, which will not be served by water facilities constructed as part of ARSP infrastructure). Reimbursement for water facilities under this Agreement shall be pro-rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 3.26 and Section 4.2 of this Agreement are shown in Exhibits "O-1", "O-2", and "O-3" and listed in Exhibit "BB". Exhibit "O-2" sets forth reimbursements for infrastructure between Landowner and parties within the CSP assuming no other third parties benefit. Exhibit "O-3" sets forth reimbursement for certain water lines between Landowner, the CSP, and other third parties (namely, the Placer Ranch Specific Plan ("PRSP"), should such other third parties connect to or construct identified infrastructure.

With respect to the 24 inch waterline to be installed in Westbrook Boulevard from the southern boundary of the Property and the 24 inch waterlines to be installed in Roads B and D east of Westbrook Boulevard (the "Westbrook Boulevard 24" Water Line"), the Property, and the PRSP will all benefit from the Westbrook Boulevard 24" Water Line.

If the PRSP proceeds with a City development project prior to Landowner, and City determines that the PRSP must construct water facilities in the ARSP to serve the PRSP, then the City shall require in the PRSP development agreement the obligation

to construct such water facilities needed to serve the PRSP that are located in the ARSP, with reimbursement due to the PRSP from Landowner for its pro-rata share of the costs of construction of ARSP water facilities that are constructed by the PRSP, as set forth in this Section 3.8.3.

The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party, as set forth in Section 3.26 or Section 4.2, depending on the reimbursing party or parties (i.e., Landowner or PRSP landowners).

3.8.4 Water System Sequencing. Water system facilities shall be constructed as provided in the Phasing Plan concurrently with the construction of the road improvements described in Section 3.5 of this Agreement, and as generally shown on Exhibit "N". Extensions into the neighborhoods will be completed with development of each neighborhood. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.

3.8.5 Public Utility Easements. Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.

3.8.6 Water Softeners. As part of its development of the Project, Landowner and its successors shall not provide water stubouts for the installation of water softeners.

3.8.7 Disclosure to Buyers. Landowner shall disclose to all residential and nonresidential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities.

As further disclosure Landowner shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation. (See Section 3.24).

3.8.8 Water Service Area Boundary Modification. Landowner shall

reimburse City for all costs associated with modifying City's service area boundary to include the Project with the U.S. Bureau of Reclamation.

3.9 Recycled Water Facilities. Landowner shall construct recycled water system facilities as provided in this Section, the Phasing Plan, and as shown in Exhibit "P", attached hereto and made a part hereof. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system as generally shown in Exhibit "P". In the event that the CSP has not constructed recycled water facilities necessary to serve the Project, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the CSP in accordance with Section 4.2.2 herein.

All recycled water system facilities including transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.

3.9.1 Non-Exclusive Public Utility Easement. Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

3.9.2 Recycled Water Facilities for Reimbursement. Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties outside the Project whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement are shown in Exhibits "Q-1" and "Q-2" and listed in Exhibit "BB". For properties outside of the Specific Plan, Landowner shall submit documentation to the City to justify the requested reimbursement.

The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving

development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.

Landowner shall likewise be required to contribute its pro-rata share of the cost of expansion of the WRSP recycled water tank and pump station located north of the Pleasant Grove Wastewater Treatment Plant that is required to serve the WRSP, as set forth in Sections 3.27 and 3.28 of this Agreement, and as set forth in Exhibits "Q-1" and "Q-2". Landowner's pro-rata share of the cost of expansion of the WRSP recycled water tank and pump station referenced herein, estimated at \$2.287 million, shall be paid through the CFD for the Project, with payment from the CFD not required until after the 1,000th building permit is issued in the Project.

If City institutes a recycled water connection fee, or such fee is embedded into City's water connection fee, prior to the issuance of any building permits in the Project, Landowner shall not be responsible for the payment of the estimated \$2.287 million pro-rata share of the cost of the expansion of the WRSP recycled water tank and pump station except through the payment of the City recycled water connection fee, or City's water connection fee if a recycled water connection fee is embedded into City's water connection fee, or any special benefit fees as may be applicable to the Project to fund the expansion of the WRSP recycled water tank and pump station.

3.9.3 Recycled Water Engineering Report. Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the Project. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.

3.9.4 Recycled Water Use Disclosure to Buyers. Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.

3.9.5 Terms and Conditions for Recycled Water Operations, Use, and Service. All private commercial recycled water customers within the Project shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.

3.10 Drainage Facilities. Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the Project Drainage Master Plan (including open space transition areas), the then approved City Improvement Standards, City Storm Water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase Operation and Management Plan and/or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). Appropriate aspects of the Low Impact Development design, hydromodification, and the Flood Control Plan as specified in the Drainage Master Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices. With any phase that requires the final outfall into University Creek, such outfall shall be designed and constructed with that phase to accommodate ultimate flows from the Project. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section, the Phasing Plan and as shown in Exhibit "R", attached hereto and made a part hereof. Except for the improvements expressly described herein and as shown in Exhibit "R," Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.

3.10.1 Other Agency Approval. Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game.

Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.

3.10.2 Storm Drains. Landowner shall construct storm drain mains and

laterals in accordance with the Drainage Master Plan and Phasing Plan and with the City's then current Improvement Standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm Water Management Program and the then current MS4 permit requirements. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground constructed swales. Where constructed swales cross open space, the constructed swales shall be designed and installed in accordance with City's Open Space Preserve Overarching Management Plan to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said constructed swales until such time that the City develops the property, or City accepts the open space dedication.

3.10.3 Grant of Floodplain. Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain as shown in Exhibit "S", Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas as shown in Exhibit "Y" and the land use plan for Property, set forth in Exhibit "E".

3.10.4 Drainage Easements. Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. The City shall not be required to accept or maintain any temporary drainage improvements. Easement widths for completed permanent drainage facilities shall be granted in accordance with the City's then current Improvement Standards. When those permanent drainage facilities not located within road rights-of-way and are to be placed on property owned by someone other than the Landowner of those facilities, the Landowner shall secure all necessary rights of entry and third party easements. All drainage outfall structures for storm drain flows leaving the Project shall be built as either temporary or permanent structures wholly on properties in the Project. The City will offer no power of eminent domain for such drainage outfall structures.

3.10.5. Drainage Improvements and Work Upon City Owned Property. The drainage channels shall be generally designed as earthen structures with side slope stabilization and longitudinal slopes that will provide positive storm water flow and minimize standing water. Maintenance vehicle access across the channel in the adjacent

open space will generally be located as shown in the Open Space Transition Plan. Access roads, access ramps, fencing and landscaping shall be constructed per City standards. Where access roads cross the channel, such access roads shall be constructed to allow small tractor loader (such as a Bobcat) to pass under the access road. The channel bottom shall support the wheel loading of maintenance equipment without compromising the integrity and/or flow line of the channel. The channels and storm water pumps for Road "G" shall be maintained by City with funds from the CFD for Public Services. City may program the use of maintenance access roads for pedestrian use.

All drainage improvement work on City property shall be at the expense of Landowner, and there shall be no reimbursements or credits for any off-site channel improvements. Prior to entry upon City property, Landowner shall secure an encroachment permit from City. All outside agency fees, permits, and mitigation for work on City property shall be the responsibility of Landowner. Material excavated from the construction of improvements within City property shall remain on City property.

Where end of pipe storm water management treatment is designed within the open channels as part of the overall storm water management plan, the design of such features shall meet the design objectives and parameters of the generally accepted storm water management design.

3.10.6. Off-Site Monitoring. City acknowledges that the existing drainage channel on City's Al Johnson Wildlife Area property is currently subject to overtopping and erosion during storm events. Landowner acknowledges and takes responsibility for erosion impacts to such City owned property that are attributable to an increase in flow onto the Al Johnson Wildlife Area property. With the design of the channel, Landowner shall produce a report and initial investigation to determine the stability of University Creek across City property. Landowner and City shall work cooperatively to develop a mutually agreed upon monitoring program to assess any future stability degradation of the channel that may result from Landowner's drainage plan and design. Remedial work that is required to maintain or restore the channel to a stable condition resulting from an increase in flows from the Project shall be the responsibility of Landowner. Landowner shall be responsible to secure any necessary permits and shall bear all costs associated with testing, monitoring, and stabilization with funds from the CFD for Public Services.

3.10.7. Annexation Into Regional Flood Control Program. City administers a Regional Flood Control Program within the Pleasant Grove/Curry Creek watershed and collects drainage fees for the future mitigation of volumetric impacts to downstream properties. Landowner acknowledges that as a result of approval of the Project, City shall need to update the Regional Flood Control Program and the Drainage

Mitigation Fee in order to annex the Plan Area into the Regional Flood Control Program benefit area. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective Date of the Agreement. Until such update has been completed and approved by City, Landowner agrees to pay the then current Drainage Mitigation Fee. When a new Drainage Mitigation Fee is adopted, Landowner shall pay the new Drainage Mitigation Fee for all DUEs for which building permits have not yet been issued.

3.11 Electric. Landowner shall provide electric utility improvements as provided in this Section, the Phasing Plan and as shown in Appendix "B" of the Dry Utility Plan for the Project.

3.11.1 On-Site Electric Facilities. For purposes of this section, "on-site" means within the Property. Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on-site 12kV electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of on-site 12kV electric distribution facilities in accordance with final on-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Design of any final electric utility improvements (off-site, on-site, in-tract), including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable Project roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Landowner.

3.11.2 Off-Site Electric Facilities. For purposes of this section, "off-site" means outside of the Project. Concurrently with the construction of any phase of the Project, Landowner agrees to construct, or finance the construction of off-site 12kV electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Design of any final electric utility improvements (off-site, on-site, in-tract), including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable Project roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Landowner. The City acknowledges that pending construction of final roadways the first developments may be fed by temporary facilities, if there is available electric capacity to serve the Project, subject to the approval of the design by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. All costs associated with the design, installation, and removal of the temporary facilities will be borne by the Landowner.

3.11.3 CSP Electric Substation. Pursuant to the development agreement in the CSP, CSP landowners are required to dedicate to City, grade and provide access to a parcel in the CSP (designated Parcel C-81 in the Specific Plan) for an electric substation to serve the CSP (the "Substation Site"). Under the development agreement between CSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500th residential building permit, or combination of building permits, in the CSP. Should the Substation Site not have been dedicated to City, graded with access provided at the time that Landowner wishes to proceed with development of the Project, Landowner shall have the right to cause such dedication, grading and provision of access to the Substation Site for City to construct the electric substation that will serve both the CSP and the Project. Landowner acknowledges that, in the absence of any available capacity utilizing temporary lines that could serve the Project on an interim basis, the CSP electric substation must be in operation and 12kV circuits extended to the Project for electric service to be provided to the Plan Area. In addition to the Substation Site, Landowner shall install an all-weather access road along the south side of Pleasant Grove Creek from the southeast corner of the CSP to the Westbrook Boulevard bridge crossing over Pleasant Grove Creek sufficient to allow the construction and maintenance of the 60kV overhead power line required to feed the CSP electric substation.

3.11.4 60kV Disclosure. Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the existing 60 kV easement areas shown on Exhibit "U" and the future 60kV easement line on the east side of Westbrook Boulevard and the southern Project boundary along Road A that the City may utilize the public utility easements to construct 60kV overhead electric lines.

3.11.5 Streetlights. Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.

3.11.6 Electric Efficiency and Demand Reduction. In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established:

1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard:
 - a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 18 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12.5 or greater. The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 18 points, and an EER rating of 12.5 or greater will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department.
2. All commercial air conditioning units 5 tons or less (<65,000 btu/h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by Roseville Electric Utility.
3. Every garage of each Low Density Residential and Medium Density Residential unit must be considered "electric vehicle ready", which includes, but is not limited to, a ¾" conduit raceway to a spare electric box in the garage that is sized for a future 40-amp, 220-volt outlet. A 40-amp, 220-volt breaker space shall be made available at the residential unit's electrical panel.

3.12 Parks, Open Space, and Bike Trails. Landowner shall dedicate to City a total of 22.1 acres of active park land and 134.8 acres of open space lands, and 10.7 acres

of paseos, pay fees for construction of park improvements, trail improvements, construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit "V", and install communication conduit to each park site per City standards.

Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.

3.12.1 Park and Open Space Dedications. Landowner shall dedicate to City a total of 22.14 acres of active neighborhood parkland, and 134.8 acres of open space. The following seven park parcels, and twenty-eight open space parcels shall be dedicated to City as described below and shown in Exhibit "V":

1. A 1.28-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel AR-60;
2. A 1.87-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-61;
3. A 10.11-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-62;
4. A 1.72 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-63;
5. A 2.12 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-64;
6. A 3.04 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-66;
7. A 2.00 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-67;
8. A 0.58 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-70;
9. A 0.32 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-71;
10. A 0.98 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-72;

11. A 0.98 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-73;
12. A 0.60 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-74;
13. A 0.76 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-75;
14. A 0.36 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-76;
15. A 0.85 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-77;
16. A 0.46 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-78;
17. A 0.39 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-79;
18. A 1.10 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-80;
19. A 1.15 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-81;
20. A 3.81 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-90;
21. A 4.15 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-91;
22. A 28.67 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-92;
23. A 5.99 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-93;
24. A 2.30 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-94;

25. A 2.73 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-95;
26. A 7.72 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-96;
27. A 40.08 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-97;
28. A 7.88 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-98;
29. A 0.49 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-99;
30. A 1.22 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-100;
31. A 0.95 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-101;
32. A 0.65 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-102;
33. A 0.65 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-103;
34. A 0.88 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-104; and
35. A 28.82 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-105.

Landowner shall dedicate any park lands and Open Space Parcels as an IOD on the Large Lot Final Map. The Large Lot Final Map (which can be recorded in phases under Section 3.3.1 above) shall create separate parcels for those park and Open Space lands in the portion of the Property covered by the particular Large Lot Final Map. City shall accept such dedication of any park land Parcels in a particular phase of the Project at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, bike trail grading, parcel grading, etc.) adjacent to the parcels being dedicated, i.e., frontage along the parcel, are substantially complete, and the Public Services CFD formed under Section 3.19.1 below is generating a minimum of

\$1,000 for each acre of park land being accepted by City.

Dedication of Open Space and Preserve parcels shall be in accordance with Section 3.12.9.1 and the City's Open Space Preserve Overarching Management Plan and any 404 Permit conditions.

In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), Landowner shall, prior to acceptance by City, restore the site to a rough graded condition in accordance with an approved grading and drainage plan such that the restored condition is like what existed prior to such temporary construction or staging activity.

3.12.2 Financing for Parks. The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees and in lieu park fees established for the Property in the Project's Parks, Bike Trails and Paseos Financing Plan ("Parks Financing Plan," Exhibit "W").

3.12.2.1 Financing for Neighborhood Parks. The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees.

The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.

3.12.2.2 Maintenance District Financing. Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services ("Services CFD") District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the neighborhood parks, streetscapes, and paseos.

3.12.3 Neighborhood Park Fee. In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$2,900 per Low Density Residential unit, \$2,478 per Medium Density Residential unit, and \$2,055 per High Density Residential unit (but excluding carriage

units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund.

The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Property for construction of Neighborhood Parks within the Property. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%, provided, however, that in the case of any shift of LDR units to MDR parcels in the Property, the annual fee adjustment threshold shall be where the shift of such LDR units to MDR parcels exceeds 5% of the LDR units in the Plan Area. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s).

At the end of the development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub-phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, according to the park financing plan for the Project, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the Project, refund to Landowner a pro-rata share of any remainder fees.

3.12.3.1 Neighborhood Park Frontage Improvements. When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of such utility stubs. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner.

3.12.4 City-Wide Park Fee. Upon issuance of each residential building permit within the Project, Landowner shall pay a City-Wide park fee (the "City-Wide Park Fee") to fund the construction of City-Wide park facilities in the City. The City-Wide Park Fee, as described in Section 3.12.5 below, shall be \$1,670 per Low Density Residential unit, \$1,426 per Medium Density Residential unit, and \$1,183 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.

3.12.5 City-Wide Park In-Lieu Fee. In accordance with the park financing plan for the Property, Landowner shall pay a city-wide park in-lieu fee for the land dedication component of the Project's City-Wide Park obligation (the "City-Wide Park In-Lieu Fee"), upon the issuance of each residential building permit within the Project, to fund improvements to the City-wide park in the WRSP or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,215 per Low Density Residential unit, \$1,038 per Medium Density Residential unit, and \$861 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.

3.12.6 Paseo Facilities. Paseo facilities within the Project are located on modified primary residential streets with streetside paseos in the ARSP, consistent with the Specific Plan and Design Guidelines, and include a 10-foot wide Class 1A bikeway within a 35 foot landscaped/paseo corridor. The development of the paseos and streetscapes in the Project shall be in compliance with the then current WELo requirements. At the time of adjacent development, Landowner shall construct the entire landscape/paseo corridor and 10-foot wide Class 1A bikeway. Depending on the phased development requirements, once the elementary school in the Project is built and open, safe routes to the school shall be identified and implemented by Landowner at the small lot subdivision map stage. The costs of paseos shall be paid by Landowner.

3.12.7 Bike Trail Construction. The ARSP's Class 1 bike trails are only located either adjacent to drainage ways, an open space-fronting roadway, or along a P/QP parcel in the Specific Plan. Landowner shall design, secure necessary permits, and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "X" (the "Bikeway Master Plan") and as further described below. As more fully set forth in Exhibit "BB" hereto, the ARSP's Class I bike trails shall be constructed in the following segments, unless otherwise jointly agreed to by City and Landowner:

- (i) Segment 1 is located along the southern development portion of the ARSP from AR-63 to the connection point with the Al Johnson Wildlife Area, and shall be constructed by Landowner as part of the drainage structure maintenance road;
- (ii) Segment 2 is a Class 1 bike trail located along the east side of Westbrook Boulevard south of Road A and shall be constructed by Landowner when that portion of Westbrook Boulevard is constructed;
- (iii) Segment 3 is a Class 1 bike trail located along Road A east of Westbrook Boulevard, and shall be constructed by Landowner when that portion of Road A is constructed;
- (iv) Segment 4 is a Class 1 bike trail located along Road A adjacent to the P/QP parcel (AR-55) and shall be constructed when the City constructs

- the improvements on Parcel AR-55; and
- (v) Segment 5 is located along the western property line within or adjacent to Parcel AR-98 with an off-site connection extending southward to a connection with the drainage structure maintenance road in AR-93 as shown in the Specific Plan Design Guidelines. Segment 5 shall be constructed by Landowner as part of the drainage structure maintenance road and could be used as a Class 1 bike trail.

If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to City's acceptance of the open space, which shall include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Preparation of easement documents shall be the responsibility of Landowner. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.

3.12.8 Entire Park Land Obligation. The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City-Wide parks and open space related to development of the Property.

3.12.9 Open Space Preserve Areas. Landowner shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property. It is anticipated that the 404 Permit will include a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas, as shown on Exhibit "Y" and consist of the following three parcels:

1. A 28.67-acre, more or less, portion of the Property for the purposes of drainage, flood control, fuel modification (not fire breaks), and preservation of wetland habitat and open space, shown as Parcel AR-92;
2. A 40.08 acre, more or less, portion of the Property for the purposes of drainage, flood control, fuel modification (not fire breaks), and preservation of wetland habitat and open space, shown as Parcel AR-97; and
3. A 28.82 acre, more or less, portion of the Property for the purposes of drainage, flood control, fuel modification (not fuel breaks), and preservation of wetland habitat and open space, shown as Parcel AR-105.

3.12.9.1 Conveyance of Open Space Preserve Area. Upon the satisfaction by Landowner of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring Phase Public Services CFD as described in Sections 2.7.3, 2.7.4 and 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, outfalls, bike trail grading, flood control facilities, open space perimeter fencing as may be required by the 404 Permit, maintenance access ramps, and water quality features, Landowner shall convey to the City, in accordance with the City's Open Space Preserve Overarching Management Plan, and City shall accept, in fee, the property comprising the Open Space Preserve Area shown in Exhibit "Y". Landowner shall use its commercially reasonable best efforts, including, but not limited to, retention of consultants that specialize in Army Corps consultations, to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval from the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days, the Establishment Monitoring Phase will be considered complete. Upon completion of the Preserve improvements set forth above, Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan.

3.12.9.2 Open Space Frontage Improvements. When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping/irrigation.

- 3.13 School Fee Agreements. Landowner has entered or will enter into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District (collectively "the Districts"), to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements.

3.14 Miscellaneous Public Facilities and Services.

3.14.1 Fire Tax Equivalent Fee. The Fire Service Construction Tax set forth in Chapter 4.46 of the Roseville Municipal Code is no longer in effect. Landowner or its respective successors shall pay a fee equal in amount to the discontinued Fire Service Construction Tax at issuance of building permit. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.

3.14.2 Placer County Capital Facilities Fee. In consideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.

3.14.2.1 City Public Facilities Fee. Upon the issuance of each residential building permit within the Project, Landowner shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) .

3.14.3 Public Benefit Fee. As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner, upon the issuance of each residential building permit within the Project, shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$1,280. The Public Benefit Fee for each high density residential unit shall be \$845.

3.14.4 Liens, Encumbrances, Covenants, Conditions and Restrictions. Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.

3.14.5 Signage for Future Public Facilities. Landowner shall provide and install signage at the following public facility sites to alert residents of future facilities: fire station site (AR-54), well site (AR-55), two sewer lift station sites (AR-56 and AR-57), park sites (AR-60, AR-61, AR-62, AR-63, AR-64, AR-66, AR-67), solid waste recycling site (AR-55), bike trails where they will abut residential property, the NAPOTS Area

(where it abuts residential land uses), and the school site (AR-50), per City specifications and applicable sign permits.

3.14.6 Library Facilities. Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.

3.14.7 Construction Waste. Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.

3.14.8 Weed Abatement on P/QP Parcels. Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.

3.14.9 Orthophotography of Plan Area and GIS Support. Landowner agrees to pay its fair share of the cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$351.54. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the Property.

3.14.10. Solid Waste Recycling Site (AR-55). Landowner shall be responsible to grade Parcel AR-55, and provide Parcel AR-55 to City without environmental or other constraints as provided in this Agreement. At Landowner's expense, all site grading shall be completed prior to the dedication of the solid waste recycling site to City consistent with City's Grading Ordinance. Where retaining walls are required, the retaining wall shall be a split-faced keystone style wall or comparable quality and design, to be installed by Landowner. This work shall be completed with the construction of the roadway fronting Parcel AR-55.

3.15 EIR Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.

3.16 Waiver. In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.

3.17 Community Facilities District – Public Facilities (Project Infrastructure).

3.17.1 Formation. Landowner and City may form a Community Facilities District or Districts for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Property ("Project CFD(s)"). If requested by Landowner, City and Landowner, shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Project, including those improvements which will mitigate impacts of the Project upon areas inside and outside of the Project, and will be owned, operated and maintained by the City or another public agency.

More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, park and ride facilities, bus facilities, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City.

Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, *et seq.* Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City and Landowner, in accordance with the financing plan for the Project, provided, however, that City agrees that, to the extent

permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/or separate CFDs such that default by one portion of the Project that may no longer be owned by Landowner of its CFD obligations does not place Landowner in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.

3.17.1.1 Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.

3.17.1.2 If Landowner desires to pursue a Community Facilities District, City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner further agree that, with the consent of Landowner or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following:

- (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test).
- (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years.
- (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year.
- (d) Authorized facilities shall include, among other items, development impact fees for public improvements.
- (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Landowner, for any authorized facilities not reimbursed with bond

proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below.

- (f) Landowner may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees.
- (g) Landowner may utilize a phased bond sale or sales.
- (h) Landowner may utilize private placement of bonds.

Bonds proceeds from bond sales commencing in the year 31 timeframe shall, subject to SPRTA agreeing to the deferral of the SPRTA Tier II Traffic Fee, include an amount no greater than fifty percent (50%) of the SPRTA Tier II Traffic Fee, currently set at \$6,332.96 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, that would normally be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units.

Notwithstanding any provision in this Agreement to the contrary, any amount exceeding fifty percent of \$6,332.96, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the Project. Notwithstanding any other provision in this Agreement to the contrary, the SPRTA Tier II Traffic Fee required by City for non-residential development shall be collected upon issuance of building permit commencing with the first applicable building permit.

- (j) If a Project CFD(s) is formed, then, where adjustments (increases or reductions) in the number of allocated residential units or non-residential acreage involve transfer of residential units or non-residential acreage from one Large Lot parcel to another Large Lot parcel in the Plan Area, City may, in its sole discretion, allow for the transfer of

the assigned special tax from one Large Lot parcel to another, but only if (i) all such proposed special tax adjustments are agreed to in writing by the affected Large Lot parcel owners and City's Finance Director, and (ii) there is no reduction in the CFD maximum special tax revenue as a result of the transfer between Large Lot parcels. Should such a transfer of special taxes from Large Lot parcel to another Large Lot parcel result in an amendment to attachments 1 or 2 of the notice of special tax lien for the CFD(s), the Large Lot parcel owner requesting the transfer of special taxes shall bear the cost to affect the transfer in the CFD documents, and that property owner shall prepare the required amendments to the notice of special tax lien, including amendments to attachments 1 and 2 thereto.

Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the Project desires to pay all of the SPRTA Tier II Traffic Fee rather than defer payment to such future CFD bond proceeds, then all of the SPRTA Tier II Traffic Fee shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, fifty percent of the SPRTA Tier II Traffic Fee for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless a Project property owner desires to pay such fee at the time of issuance of building permit(s).

3.17.1.3 Concurrent with any formation of a CFD, Landowner and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.

3.17.1.4 Nothing herein shall be construed to limit Landowner's option to install the public improvements through the use of traditional assessment districts or private financing.

3.17.2 Effect of CFD Financing on Credits and Reimbursements.

Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because

improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.

3.18 Completion of Improvements. City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director.

All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.

3.19 Community Facilities District – Public Services (Services CFD).

3.19.1 Formation.

3.19.1.1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property ("Public Services CFD"). Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, *et seq.* The Public Services CFD will fund maintenance of street frontage and median landscaping, open space and neighborhood parks. The assessment amounts shall be defined in the Parks Financing Plan for street and median landscaping and neighborhood parks in the Project. The open space management and maintenance costs shall be determined prior to formation

of the Public Services CFD based on the final 404 permit, for the Project and other federal and state permits and approvals, the amount of Open Space Preserve, vehicle access into the Open Space parcels for maintenance, the quality and quantity of sensitive resources, the amount of residential interface along the open space edges, the final drainage channel design, and consistency with the City's Open Space Preserve Overarching Management Plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non-residential land uses.

3.19.1.2 Zones of Benefit. The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.

3.19.2 Public Services. The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following:

3.19.2.1 Autumn leaf cleanup for collector and local streets;

3.19.2.2 Maintain neighborhood parks;

3.19.2.3 Maintain paseos and sidewalks along collector streets and modified primary residential streets, medians and landscape corridors and all masonry walls along roadways within the Project, the masonry wall on the Project's eastern boundary and northern boundary, and the non-private property owner side of masonry walls and property between those walls and the NAPOTS Area;

3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping);

3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping;

3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR;

3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas, including the Off-Site Preservation Areas if accepted by City, described in Section 2.7.1 above. These tasks shall include any special management and monitoring actions identified in the 404 Permit (for created habitat success criteria) and as determined by a PAR analysis described in Section 2.7.4 (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's Open Space Preserve Overarching

Management Plan);

3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including open channels and drainage swales constructed between storm drain outfalls and receiving waters, and conduct all monitoring, reporting and compliance measures as required by City's MS4 Permit;

3.19.2.9 Maintain flood control and drainage facilities including storm water channels, storm water pump stations, detention basins and created wetlands;

3.19.2.10 Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;

3.19.2.11 Maintain fire breaks within open space areas, including during any required Establishment Monitoring Phase;

3.19.2.12 Maintain a Replacement Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including park features, structures, etc. included in the areas to be maintained through the Public Services CFD, as indicated in the Design Guidelines;

3.19.2.13 Maintain the bus shelters, bus stops, the park and ride lot, and bus signs; and

3.19.2.14 Maintain the NAPOTS Area referenced in Section 3.3.1 above until such time as the contract for the construction of the segment of Placer Parkway including the NAPOTS Area is executed.

3.19.3 Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.

3.20 Community Facilities District – Municipal Services.

3.20.1 Formation.

3.20.1.1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District – Municipal Services (Municipal Services CFD) has been formed or

annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, *et seq.* The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2015/16 City fiscal year, and as subsequently adjusted annually) shall be \$289.68 for LDR units, \$289.68 for MDR units, \$179.60 for HDR units, \$871 per acre for business professional land uses, and \$960 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.

3.20.2 Municipal Services. The Municipal Services CFD shall provide the funds required to offset the Project's impact on City general fund resources available to pay for municipal services citywide, including the Project. The funds shall be utilized for general fund purposes.

3.20.3 Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.

3.21 Encroachment Permits, Landscape Maintenance Easements. Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.

3.22 Grading Permit. Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards, the State Water Quality Control Board SWP3 requirements, and the State General Construction Permit. It is the Landowners responsibility to meet all criteria of any outside agency for grading adjacent to or within the Open Spaces.

Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and

reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the City Engineer shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material.

With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality/design to be installed by the Landowner.

3.22.1 Contour Grading Plan. Landowner shall submit a contour grading plan (the "Preliminary Contour Grading Plan") for City review and acceptance for the overall Project concurrently with the application for the first residential small lot tentative subdivision map in the Project. The Preliminary Contour Grading Plan shall serve as an informational tool to demonstrate how the overall earth work for the Project will balance and coincide with future improvements.

The Preliminary Contour Grading Plan shall consider underground utilities and facilities outlined in the Drainage and Sewer Master Plans. Edge conditions along the proposed developed areas and overland release points shall be delineated per City standards. The Preliminary Contour Grading Plan shall also identify cut and fill quantities for each phase and shall include a mass diagram for earthwork movement between phases and an identification of any import required to complete the Preliminary Contour Grading Plan. The Preliminary Contour Grading Plan Exhibit shall include existing topography and proposed finished grade contours in one foot (1') intervals along with depths of cut and fill in a grid pattern throughout the Project Area.

3.23 Fire Station Site. City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the ARSP. Landowner shall dedicate to City a 3.02 acre site (AR-54) for use as a fire station (the "Fire Station Site") at the location shown in the ARSP and as shown in Exhibit "E" attached hereto. The net buildable area (i.e., an area of land which may be fully and completely utilized for structures and other improvements) shall be no less than 3.0 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utility

improvements to serve the Fire Station Site and completion of the grading requirements stated below or at such later time as determined by City.

By the time of issuance of the 1200th building permit in the Project, City may request that Landowner construct all infrastructure and utility improvements, including communication conduit per City SIC standards, to the Fire Station Site to accommodate construction of the fire station and that Landowner dedicate the Fire Station Site to City. At Landowner's expense, site grading shall be completed prior to dedication of the Fire Station Site and consistent with City's Grading Ordinance, and where retaining walls are required, the retaining walls shall be split faced key stone style or comparable quality/design, to be installed by Landowner. Upon dedication of the Fire Station Site to City as provided in this Section 3.23., there shall be no further restrictions on or requirements of City approvals or permits anywhere in the Plan Area related to the provision of fire facilities in the Plan Area.

3.24 Disclosures to Subsequent Purchasers. This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/or residential units within the Property, of the following matters:

1. Designation of Westbrook Boulevard as a truck route.
2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit
3. The Project will be served by surface water supplies, with groundwater serving as the backup supply.
4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses.
5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers.
6. 60kV overhead power line easement on Parcels AR-96 and AR-55.
7. Aircraft overflights and associated noise.
8. Requirement for fifty percent (50%) reduction in construction waste stream.

9. Location of schools and parks within one mile.
10. Parcels adjacent to Open Space and storm water channels may have a public bike trail and appurtenances adjacent to said parcels.
11. Location of the well site.
12. Location of wastewater treatment plant and sewer lift stations, and proximity to the Western Regional Sanitary Landfill and Materials Recovery Facility, whose operations create the potential for occasional odors associated with operations of these facilities.
13. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks.
14. Masonry walls adjacent to landscape corridors on arterial roadways abutting Low and Medium Density Residential land uses and other public facilities are owned by the City, which is responsible for their maintenance, repair and replacement. The private property side of masonry walls adjacent to Low and Medium Density Residential lands abutting the NAPOTS Area shall be located within private property and is to be maintained by private property owners. The outside of such walls adjacent to the NAPOTS Area and any property between the masonry walls and the NAPOTS Area may be maintained by the CFD for Public Services.
15. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City-maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures and that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property.
16. Demand cycle control units operated by Roseville Electric on residential air conditioner units.
17. To the west of the northwestern portion of the Property is a parcel of land commonly known as the Gleason Ranch, APN 017-020-029-000, which is in commercial agricultural production. Should CC&Rs not be recorded against the Property as provided for

herein, a separate notice of the presence of the Gleason Ranch and its commercial agricultural production next to the northwestern portion of the Property will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located in the vicinity of the Gleason Ranch commercial agricultural production, which includes, or may include from time to time, operation of farm machinery, irrigation, noises, odor and dust generation, electrical and barbwire fencing, and aerial and ground application of pesticides, herbicides and fertilizers, as well as occasional hunting activities, all of which may occur at various times of the day or night. The notice will also notify future residents of the Property of the possibility of commercial and/or residential development on the Gleason Ranch property in the future.

18. Parcels adjacent to the NAPOTS Area shall be notified of the future Placer Parkway project and the potential for air quality and noise impacts.
19. Parcels adjacent to the Project's eastern boundary shall be notified of the potential for a future Placer Ranch Specific Plan.

If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval, with the exception of disclosure 17, which may not be omitted or deleted from CC&Rs.

3.25 General Signage.

A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, the well, sewer lift stations, pumping stations, aquifer storage and recovery facilities, and public facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, City Engineer, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/construction of any public facilities.

B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City

Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.

3.26 Masonry Walls. Landowner agrees to construct masonry walls, a minimum of 6-feet high, between the future Placer Parkway right-of-way (the NAPOTS Area) where Low Density Residential and Medium Density Residential land uses abut the future Placer Parkway right-of-way, prior to the occupancy of such residential land uses. The masonry walls shall be located on private property and, for the private lot owner side of the masonry wall, shall be maintained by the private property owners. CC&Rs for those subdivisions shall inform the private property owners of their maintenance responsibilities and shall require such walls to remain in place and maintained at all times.

3.27 Reimbursement to West Roseville Specific Plan.

A. In the event the ARSP constructs improvements in the CSP Area, Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements as set forth in Exhibits "II" and "OO" to the WRSP development agreements, which have been and/or will be oversized for the benefit of third parties such as the CSP. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in such Exhibits "II" and "OO" to the WRSP development agreements may include sewer, water, and recycled water. The reimbursements due the WRSP from the Project are also set forth in Exhibit "BB" to this Agreement. As set forth in this Section 3.27, Landowner shall pay its pro-rata share based on the number of DUEs allocated at the date of Project approval, as set forth in Exhibit "AA", to Landowner's Property in a large lot parcel. Landowner's pro-rata share for a large lot parcel shall be based on the following

LDR/MDR residential units allocated to a large lot
parcel at the date of Project approval (or DUEs for HDR
projects/non-residential projects)

Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel, subject to the following considerations:

- Landowner's pro-rata reimbursement to WRSP (as defined in this

Section 3.27) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out.

- Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.27 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel.
- Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.27.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement:
 - (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or
 - (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or,
 - (3) if such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "OO" to the WRSP development agreements and Exhibit "BB" to this Agreement.

Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation.

B. So as to not delay implementation of the Project, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Project due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City.

C. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP

improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the Project is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.27.A, and, as set forth in Section 3.27.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.27.A and yet to be invoiced or documented as set forth in this Section 3.27.C.) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.27.A (and as set forth in Exhibit "AA"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "OO" to the WRSP development agreements and Exhibit "BB" to this Agreement, and as described in this Section 3.27.C. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Landowner, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.27.A, have been paid in full, with reimbursed funds paid by Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.27.D.

D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "OO" to the WRSP development agreements and Exhibit "BB" to this Agreement may not have been completed and accepted by City. In such case, Landowner shall have the option of making payment to City for such yet-to-be built WRSP improvements as set forth in Section 3.27.C., or posting security acceptable to City, which could include a security bond. Such reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on actual costs, as set forth in Section 3.27A, or (2) to Landowner or any other landowner(s) should such landowner(s) construct such improvements.

E. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.

3.28 Reimbursement to Creekview Specific Plan.

A. Landowner acknowledges that the Creekview Specific Plan developer(s) have an obligation to construct improvements as set forth in Exhibits "Q", "V", "Y" and "KK" to the CSP development agreement, which will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to the CSP from benefiting third parties. Such oversized improvements as specified in Exhibits "Q", "V", "Y" and "KK" to the CSP development agreement are for sewer, water and recycled water. The reimbursements due the CSP from the Project are set forth in Exhibit "BB" to this Agreement, and Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", and "Q-2" to this Agreement.

The Project's share of costs based on "flow in the pipe" shall be reimbursable to the constructing CSP developer(s) pursuant to this Section 3.28. That share of costs shall be fixed as a percentage based on the number of DUEs ("EDUs" in Exhibit "AA") allocated to Landowner's large lot parcel at the time of ARSP approval and set forth in Exhibit "AA" to this Agreement. The percentage shall be calculated using the allocated DUEs for each large lot parcel as provided in Exhibit "AA" as the numerator, and the total number of DUEs in the ARSP, including the Urban Reserve parcel, as the denominator.

Any reimbursement payment required to this Section 3.28 shall be due and payable to the constructing CSP developer(s), unless otherwise stated herein, upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel, or recordation of the first final small lot residential subdivision map, in the case of low density or medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Once Landowner has made its reimbursement payment(s) in full pursuant to this Section 3.28 for a large lot parcel in the Project, Landowner shall have no further reimbursement obligation to the constructing CSP developer(s) for that large lot parcel.

Reimbursements shall be paid directly to the constructing CSP developer(s) and not the City, unless (1) the reimbursement is owed to a CFD, in which case the reimbursements would pass through the City to the applicable CFD, or (2) the improvements have not yet been constructed, or constructed but not yet accepted by the City. If the improvements are not yet constructed, and Landowner must construct the improvements to serve the Project, then no reimbursement is owed by Landowner to the CSP, but rather the CSP developer(s) owe reimbursement to Landowner according to the same terms applicable to Landowner in this Section 3.28. For such reimbursable improvements that are constructed by the CSP, reimbursements shall be paid as set forth in this Section 3.28, subject to confirmation and approval by City of costs for work completed by the CSP, based only on invoices for construction of CSP improvements

submitted by the CSP to the City. Prior to City approval of such requests for reimbursements from the CSP, Landowner shall have the right to review such requests for reimbursements, including all required documentation. Actual costs of construction include those items set forth in Section 4.2.3.

B. So as to not delay implementation of the Project, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates of occupancy regardless of use type, shall be withheld or delayed by City in the Project due to any delay in submission of requests for reimbursement and/or documentation justifying such reimbursement by the CSP to City.

C. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or for non-residential uses, on any portion of the Property, CSP developer(s) may not yet have submitted invoices for the costs of CSP improvements completed and accepted by the City (hereinafter, "Completed CSP Improvements") for which reimbursement from the Project is sought by the CSP, or provided documentation supporting payment for such reimbursement, as set forth in Section 3.28.A. In addition, certain CSP improvements for which reimbursement is sought may not have been constructed at the time that Landowner seeks recordation of a final small lot residential subdivision map or issuance of a building permit for high density residential or for non-residential uses on the Property. In the instances described in this Section 3.28.C., Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential use or non-residential use, pay to City Landowner's pro-rata share of costs of such Completed CSP Improvements (both invoiced or documented as set forth in Section 3.28.A., or yet to be invoiced or documented as set forth in this Section 3.28.C.) and the yet to be constructed CSP improvements for the DUEs allocated to the particular large lot parcel in the Project, as defined in Section 3.28.A. (and as set forth in Exhibit "BB"), based on the actual costs or costs estimates of such infrastructure, as the case may be, set forth in Exhibits "Q", "V", "Y" and "KK" to the CSP development agreement and Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", "Q-2", and "BB" to this Agreement, and as described in this Section 3.28.C. City shall pay to the CSP developer(s) 100% of such reimbursements from the amounts paid by Landowner, until such time as the actual costs of Completed CSP Improvements, as provided for in Section 3.28.A., have been paid in full, with reimbursed funds paid by Landowner or other parties, over and above the cost of Completed CSP Improvements, placed in an escrow account controlled by City, as set forth or as may be modified, as the case may be, in Section 3.28.D.

D. At the time Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density

residential uses or non-residential uses, on any portion of a large lot parcel on the Property, some CSP improvements for which reimbursement is provided for in Exhibits "Q", "V", "Y" and "KK" to the CSP development agreement and Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", "Q-2", and "BB" to this Agreement may not have been completed and accepted by City. In such case, Landowner shall have the option of making to City for such yet-to-be-built CSP improvements as set forth in Section 3.28.C., or posting security acceptable to City, which could include a security bond.

E. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the CSP. All reimbursements for improvements to the CSP shall be subject to annual adjustment for CCI from the date that the CSP developer(s) incurred the reimbursable cost to the date of reimbursement.

3.29 Reimbursements to Third Parties. In the event that third parties construct sewer, water and/or recycled facilities in Westbrook Boulevard through the Property, and/or the ARSP fire station site, that are either required of or by Landowner or for which Landowner has responsibility for a pro-rata share, Landowner shall provide reimbursement to third parties for Landowner's share of the costs of such improvements as set forth in this Section 3.29. To effectuate reimbursement to such constructing third parties, Landowner shall pay to City a per DUE fee, to be paid large lot by large lot based on the ratio set forth below and the percentages set forth in Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1" and "Q-2", comprised of the following components, all as set forth in Exhibit "BB" to this Agreement: (i) Landowner's share of wet utilities in Westbrook Boulevard; (ii) Landowner's share of the ARSP fire station site. References herein to payments on a "large lot by large lot basis" shall mean payments based on the number of DUEs planned for such large lot, as more fully described in the ratio set forth below, which payments shall be due upon the recordation of the first final small-lot map for LDR/MDR residential units or issuance of the first building permit for HDR projects or non-residential projects within such large lot.

Payments by Landowner based on estimates set forth in Exhibit "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", and "Q-2" to this Agreement for the wet utilities in Westbrook Boulevard shall be annually adjusted by the CCI from the Effective Date of this Agreement to the date of payment. Payments by Landowner based on estimates set forth in Exhibit "CC" to this Agreement for the ARSP fire station site (excluding land value), shall be adjusted annually by the CCI from the Effective Date of the ARSP development agreements, to the date of payments.

Reimbursable costs shall include costs associated with design, engineering, construction management, staking, plan check and inspection fees, habitat mitigation (excluding any costs of state and federal permitting), and construction. Reimbursement

for costs for design, engineering, construction management and staking shall equal twenty percent (20%) of identifiable costs of construction, as set forth in Section 4.2.3.

(i) In the case of the on-site sewer, water and recycled water facilities in Westbrook Boulevard in the ARSP, if third parties are required by City to construct such facilities, City shall pay to such third parties, as such construction costs are incurred by such third parties and approved by City, the fees described herein that have been paid, large lot by large lot, by Landowner, which Landowner shall continue to pay, large lot by large lot, until such time as City determines that such wet utilities would have otherwise have been required to support development of the Property, at which time Landowner shall pay, in one single payment, the unpaid balance of Landowner's share of the actual costs of construction of such facilities, adjusted annually as set forth in Section 4.2.5 of this Agreement, after the fees previously paid by Landowner to City as described in this Section 3.29 have been paid to the constructing third parties. All reimbursements to and from third parties for wet utilities shall be based on the percentages as set forth in Exhibit "AA".

(ii) For Landowner's pro-rata share of the ARSP fire station site Landowner, via the fee described in this Section 3.29, shall pay to City, to be paid to the constructing third parties at the time of construction as construction costs are incurred by such other constructing third parties and approved by City, its pro-rata share, as set forth in Exhibit "CC", of the estimated costs for grading, any required access road, any frontage improvements as defined in Exhibit "CC", and any other improvements specified in Exhibit "CC", adjusted annually by the CCI (but excluding the land value of the fire station site, whose costs shall not be adjusted annually by the CCI) from the Effective Date of the ARSP development agreements, to the date of payment, according to the pro-rata shares therefore set forth in Exhibit "CC". After the ARSP fire station site has been constructed by such other third parties (or, in the case of the CSP electric substation site, by Landowner, as set forth in Section 4.2.2.1 below), Landowner's payment, large lot by large lot, of its pro-rata share of the fire station site to such other constructing third parties shall be based on actual costs of construction, adjusted annually as provided for in Section 4.2.5.

Payment by Landowner for reimbursements due for the facilities set forth in Exhibit "BB" shall satisfy in full Landowner's obligation for payment of its pro-rata share of the costs of improvements due from Landowner to CSP developer(s). For all reimbursement payments by Landowner to third parties or to City to be paid to third parties provided for in this Section 3.28, once such payment by Landowner has been made for residential units or DUEs, as the case may be, for a large lot based on estimated costs of improvements, Landowner shall have no further obligation for those residential units or DUEs, as the case may be, should actual costs of construction for the improvements exceed the estimated costs. Likewise, if actual costs of construction are less than the estimated costs of improvements for which reimbursement has been made

by Landowner for residential units or DUEs, as the case may be, for a large lot, there shall be no repayment of the overpayment from the reimbursed party or parties to Landowner for those residential units or DUEs for which reimbursement payments were previously made based on estimated costs.

In all cases of payment by Landowner for its pro-rata share of costs for improvements as provided in this Section 3.29, Landowner shall pay its pro-rata share of costs based on estimates set forth in Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", and "Q-2" and "CC" to this Agreement until such time as actual costs of construction have been reviewed and confirmed by City.

ARTICLE 4. CITY OBLIGATIONS

4.1 City Cooperation. City agrees to cooperate with Landowner in securing all permits that may be required by City and, to the extent applicable, state and federal agencies. In the event State or Federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent, delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

4.2 Credits and Reimbursements. Landowner may, pursuant to this Agreement, finance construction of certain improvements, including but not limited to roadways, sewer, water, recycled water, solid waste, park, bike trails, drainage and/or electrical facilities which would otherwise be paid for by the City or other parties and which serve and benefit other properties or which would be financed by existing or future City fees.

City and Landowner agree that, in consideration of Landowner financing of such improvements that may be part of a City project for which the City is collecting development impact fees, Landowner, upon entering into an improvement agreement with City and posting security for improvements, shall be entitled to credits and/or reimbursements (reimbursements are applicable when improvements are completed, or as otherwise provided in Sections 3.5.2, and 3.5.7), as set forth below, which credits and reimbursements are owned personally by Landowner and do not run with the Property to successors and assigns, unless Landowner provides written notice to City that said credits and reimbursements have been assigned by Landowner to a third party.

City shall make best efforts to collect reimbursements from third parties outside the ARSP that have been financed by the Landowner, for infrastructure improvements

benefiting those third parties, as set forth in Sections 4.2.2 – 4.2.7.

Such personal ownership of credits and reimbursements by Landowner apply to all credits and reimbursements set forth in this Section 4.2 and all subsections thereto, and all other credits and reimbursements provided under this Agreement. City shall use its reasonable best efforts to establish a program to track credits owned by Landowner as provided in this Section 4.2, provided that Landowner hereby agrees to hold the City harmless for any credits that are misapplied by City.

4.2.1 City Extension of Credits. To the extent Landowner advances the cost for the construction of infrastructure included within existing, or to be included in future, City fee programs, City shall provide, if funds are available, reimbursement to Landowner, and if funds are not available for reimbursement, then City shall grant to Landowner a credit for such costs applied against their respective fee obligations for the Project, subject to the provisions of Sections 3.5.2, 3.5.7, 3.12.8 and 3.12.9 above, and provided that in no case shall the amount of credits exceed Landowner's costs of construction of such infrastructure, as defined in Section 4.2.3 below.

4.2.2 Reimbursement by Third Parties. In the case of public road, sewer, water, recycled water, drainage or electric improvements which abut property or traverse through property owned by third persons and other public improvements which are oversized or are constructed by Landowner, even if not oversized, to benefit property owned by third persons outside of the Project, including property designated Urban Reserve, Landowner shall be entitled to receive a reimbursement from the benefited property owner(s) (and not the City) for the pro rata cost of the improvements, and, in the case of any over sizing, the pro rata cost of the improvements which exceed Landowner's obligation.

Reimbursement may be provided directly from the owner abutting such improvements or from a community facilities district or any such other infrastructure financing district if such a district is formed by or includes such properties and includes monies for the construction of said improvements. Exhibit "BB" contains a listing of improvements subject to reimbursement to Landowner from benefited property owners for improvements, including improvements that exceed Landowner's obligations.

City shall use its best efforts, to the extent City has the authority to do so, to impose the foregoing obligation to pay said reimbursement, as a condition of development of such benefited property owned by third parties, at the time such property owner requests a discretionary approval or other such entitlement from City for development of the benefited property whereby such condition can be imposed. Such reimbursement shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third

party.

4.2.3 Reimbursable Hard Costs. The "hard costs" of construction to be credited to Landowner by the City, and to be reimbursed to Landowner by a third party, shall consist of the identifiable costs of construction, plus 20% assumed for the "soft costs" of design, engineering, construction, construction management, permitting, environmental mitigation requirements, staking, and plan check and inspection fees as set forth in Exhibit "BB," and, as to the "hard costs" of construction, confirmed by City for the reimbursable or credited work.

4.2.4 [Reserved].

4.2.5 Increased Amount of Reimbursements. Reimbursements from third parties for improvements shall be annually increased by the CCI from the date that Landowner incurred the reimbursable cost to the date of reimbursement.

4.2.6 Term for Credits and Reimbursements. City's obligation to provide any credits or to pay or assist in obtaining any reimbursements to Landowner that accrues hereunder shall terminate thirty (30) years after the Effective Date of this Agreement.

4.2.7 Not a Limitation. Nothing in the foregoing Section 4.2 shall be construed to limit Landowner from receiving, in consideration of the improvements to be constructed by Landowner hereunder, any other credits or reimbursements from City otherwise provided under then existing City policy, rule, regulation or ordinance.

4.3 Applications for Permits and Entitlements.

4.3.1 Action by City. City agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Entitlements and this Agreement, and shall exercise its best efforts to act upon such applications in an expeditious manner.

4.3.2 Maps and Permits. Provided that the Public Facilities CFD, if applicable, has been formed and is duly authorized to levy the special tax therefore in accordance with Section 3.17 hereof, and further provided that the Public Services CFD and Municipal Services CFD have been or will at the time of the requested final approval be formed and authorized to levy the special taxes against the applicable portion of the Property in accordance with this Agreement, and further provided that Landowner is not in default of this Agreement, City shall not refrain from approving final residential lot subdivision maps nor shall it cease to issue building permits, certificates of occupancy or final inspections for development of the Property that is

consistent with the Entitlements. The acceptance, review and approval of any application for a final residential lot subdivision map, final non-residential subdivision map or building permit may be conditioned upon the formation of the Public Facilities CFD, if applicable, and the submission of petitions to form the Public Services CFD and Municipal Services CFD or annex the Property into the Public Services CFD and/or Municipal Services CFD, as applicable. Prior to such formation and/or annexation, City shall accept, for review, processing and approval, consistent with the Entitlements, applications for tentative residential lot and non-residential subdivision maps and for tentative and final large lot subdivision or parcel maps consistent with the Parcels described by the Specific Plan for the Property.

City acknowledges that under Government Code Section 66452.6, the term of a tentative subdivision map will be automatically extended for a period of time where a sub-divider is obligated to install certain improvements located outside the boundaries of the subdivision. In determining the term of any tentative subdivision map approved by the City for the Property, or any portion thereof, and without limiting the effect of any other provisions of the Government Code dealing with map extensions, the City agrees that the CFD Improvements described hereunder shall be treated as such off-site improvements for purposes of applying Section 66452.6 of the Government Code.

A subdivision, as defined in Government Code Section 66473.7, shall not be approved unless any tentative map prepared for the subdivision complies with the provisions of said Section 66473.7; this provision is included in this Agreement to comply with Government Code Section 65867.5.

4.3.3 Personnel. Nothing in this Agreement shall be construed to require City to hire or retain personnel for the purposes of evaluating, processing or reviewing applications for permits, maps or other entitlements or for the design, engineering or construction of public facilities in excess of those for which provision is made in the normal and customary budgeting process or fee schedules of City.

4.4 Subdivision Map Act Waiver. Notwithstanding any other provisions of this Agreement, or of Sections 66452.1, 66452.2, 66456.2 and 66458, of the Government Code (or any successor or replacement statute), Landowner expressly waives the time limits for review and approval by City of tentative subdivision maps to the extent that each such period does not exceed one hundred fifty (150) days beyond the time otherwise provided by law, unless Landowner and City mutually agree to another time limit.

4.5 Limited Waiver of Protest Rights. In conjunction with any proceedings creating an assessment district or other applicable financing mechanism for which provision is made in this Agreement, Landowner waives herewith any right to protest

which it may have under Section 2825 of the Streets and Highways Code to the extent that such protest would arise under Section 2825(a) through 2825(f) and Section 2825(h); but expressly retains the right of protest with respect to Section 2825(g).

4.6 Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that except as otherwise provided herein, this Agreement shall vest the Entitlements against subsequent City resolutions, ordinances, growth control measures and initiatives or referenda, other than a referendum that specifically overturns City's approval of the Entitlements, that would directly or indirectly limit the rate, timing or sequencing of development, or would prevent or conflict with the land use designations, permitted or conditionally permitted uses on the Property, design requirements, density and intensity of uses as set forth in the Entitlements, and as further set forth in Section 2.4.1 above, and that any such resolution, ordinance, initiative or referendum shall not apply to the Entitlements and the Project. Notwithstanding any other provision of this Agreement, Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted and applied on a uniform, City-Wide basis and directly concerns an imminent public health or safety issue. In such case, City shall apply such ordinance, resolution, rule, regulation or policy uniformly, equitably and proportionately to Landowner and the Property and to all other public or private owners and properties directly affected thereby. By way of example only, an ordinance which would preclude the issuance of a building permit due to a City-Wide lack of adequate sewage treatment capacity to meet additional demand would directly concern an imminent public health issue under the terms of this paragraph and would support a denial of a building permit within the Property or anywhere else in the City if approval would require additional sewage treatment capacity. However, an effort to limit the issuance of building permits because of a general increase in traffic congestion levels in the City would not be deemed to directly concern an imminent public health or safety issue under the terms of this paragraph.

4.7 Subsequent Proposed Development. City and Landowner acknowledge that the terms of this Agreement provide for substantial financial commitments by Landowner to ensure that the Project results in a net positive fiscal effect on the City and its residents. City agrees to use its best efforts to assure that the development agreements in connection with any subsequent annexation and associated specific plan shall be subject to financial commitments of the same or greater magnitude as those made by Landowner under this Agreement, to the extent allowed by law. This provision shall not apply to development of infill areas within the City.

4.8 Essence of Agreement. Sections 2, 3, 4, 5 and 6 are the essence of this Agreement.

ARTICLE 5. DEFAULT, REMEDIES, TERMINATION

5.1 General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty-day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and regulations of City implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and City regulations implementing such Sections.

Following consideration of the evidence presented in said review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normally scheduled periodic review, said party may give written notice of default of this Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the other party may terminate this Agreement.

No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement.

5.2 Annual Review. City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with

the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs.

Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement.

In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission.

If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

5.3 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, acts of terrorism, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.4 Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

Provided, however, that the Landowner, its successors and assigns hereby waive any and all claims for monetary damages against City arising out of this Agreement at any time. All legal actions shall be initiated in the Superior Court of the County of Placer, State of California, or in the Federal District Court in the Eastern District of California.

5.5 Effect of Termination. If this Agreement is terminated following any event of default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

5.6 Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement, or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

ARTICLE 6. HOLD HARMLESS AGREEMENT

Landowner and its successors-in-interest and assigns, hereby agrees to, and shall defend and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of Landowner, or of Landowner's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Landowner or Landowner's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation of Landowner shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by City. In addition to the foregoing indemnity obligation, Landowner agrees to and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement, exclusive of any such actions brought by Landowner, its successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Landowner shall be limited to its interest in the Property and that

neither Landowner nor any of its partners, officers, shareholders, employees or agents shall have any personal liability therefore.

ARTICLE 7. PROJECT AS A PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.

ARTICLE 8. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action.

ARTICLE 9. GENERAL

9.1 Enforceability. The City agrees that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by City, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the development of the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

9.2 City Finding. The City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

9.3 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns, no other person shall have any right of action based upon any provision in this Agreement.

9.4 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect

thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

9.5 Construction. This Agreement shall be subject to and construed in accordance and harmony with the Roseville Municipal Code, as it may be amended, provided that such amendments do not impair the rights granted to the parties by this Agreement.

9.6 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

9.7 Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Landowner.

9.8 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Landowner, in any manner, at Landowner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, except as limited by the provisions of this section. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Landowner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

- a. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

- b. The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Landowner in the performance of Landowner's obligations under this Agreement.
- c. If City receives a timely request from a Mortgagee requesting a copy of any notice of default given to Landowner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Landowner under this Agreement.
- d. Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Landowner's obligations or other affirmative covenants of Landowner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Landowner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Article 11 of this Agreement.

ARTICLE 10. NOTICES

All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

Development Services Director
City of Roseville
311 Vernon Street
Roseville, California 95678

Notice required to be given to the Landowner shall be addressed as follows:

Brookfield Sunset, LLC
2271 Lava Ridge Court, Suite 220
Roseville, CA 95661
Attention: John Norman

Jennifer M. Amoruso, Successor Trustee of the
Amoruso Family Living Trust Dated March 14, 2005
P.O. Box 640
Plymouth, CA 95669

With a copy to:

Marcus J. Lo Duca, Esq.
Law Office Of Marcus J. Lo Duca, P.C.
3200 Douglas Boulevard, Suite 300
Roseville, CA 95661

Steve Crosbie
Crosbie Real Estate
2545 E. Bidwell Street
Folsom, CA 95630-6440

Any of the parties may change the address stated herein by giving notice in writing to the other parties, and, thereafter, notices shall be addressed and delivered to the new address.

ARTICLE 11. ASSIGNMENT

From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit "DD" and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner", with all rights and obligations related thereto, with respect to such conveyed property.

ARTICLE 12. FORM OF AGREEMENT, EXHIBITS

This Agreement is executed in two duplicate originals, each of which is deemed

to be an original. This Agreement, inclusive of its Recitals and Exhibits, constitutes the entire understanding and agreement of the parties.

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 Ordinance No.____, adopted by the Council of the City of Roseville on the ____day of _____, 2016.

CITY OF ROSEVILLE,
A municipal corporation

By: _____
Rob Jensen
City Manager

LANDOWNER:

BROOKFIELD SUNSET, LLC,
a California limited liability company

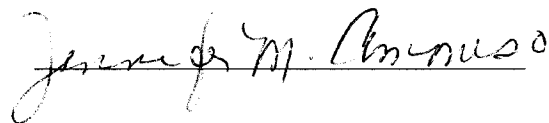
By: _____
John Norman
Vice President

By: _____
Rick Whitney
Chief Financial Officer

ATTEST:

By: _____
Sonia Orozco
City Clerk

JENNIFER M. AMORUSO, Successor
Trustee of the Amoruso Family Living
Trust Dated March 14, 2005



APPROVED AS TO FORM:

By: _____
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Kevin Payne
Development Services Manager

CALIFORNIA ALL PURPOSE 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)

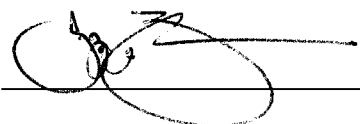
)ss.

County of Amador)

On May 9, 2016 before me Sarah Zulim, Notary Public,
personally appeared Jennifer M. Amoroso

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)



to be an original. This Agreement, inclusive of its Recitals and Exhibits, constitutes the entire understanding and agreement of the parties.

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 Ordinance No.____, adopted by the Council of the City of Roseville on the ____ day of _____, 2016.

CITY OF ROSEVILLE,
A municipal corporation

By: _____
Rob Jensen
City Manager

LANDOWNER:

BROOKFIELD SUNSET, LLC,
a California limited liability company

By: _____
John Norman
Vice President

By: _____
Rick Whitney
Chief Financial Officer

ATTEST:

By: _____
Sonia Orozco
City Clerk

JENNIFER M. AMORUSO, Successor
Trustee of the Amoruso Family Living
Trust Dated March 14, 2005

APPROVED AS TO FORM:

By: _____
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Kevin Payne
Development Services Manager

CALIFORNIA ALL PURPOSE 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)

)ss.

County of PLACER)

On Nov 12, 2016 before me HELEN MARIA TAYLOR, Notary Public,
personally appeared JOHN W. NORMAN

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 Helen Maria Taylor (Seal)



LIST OF EXHIBITS

Exhibit A	Property Legal Description
Exhibit B	Property Map
Exhibit C	Annexation Area and Plan Area
Exhibit D	Specific Plan Property Ownership
Exhibit E	Land Use Plan
Exhibit F	Affordable Housing Sites
Exhibit G	Phasing Plan
Exhibit H	Road Improvements
Exhibit H-1	Offsite Road Facilities for Reimbursement
Exhibit H-2	Offsite Roadway Reimbursement Schedule
Exhibit H-3-A	Sunset Boulevard West Improvements – Typical Section
Exhibit H-3-B	Sunset Boulevard West Improvements – Road G Intersection
Exhibit H-3-C	Sunset Boulevard West Improvements – Westbrook Blvd. Intersection
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Exhibit J-1	Wastewater Facilities
Exhibit J-2	Wastewater Facilities
Exhibit K-1	Offsite Wastewater Facilities for Reimbursement
Exhibit K-2	Offsite Wastewater Reimbursement Schedule
Exhibit L	Groundwater Well
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Exhibit N	Water Facilities

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Exhibit O-3	Water Reimbursement Schedule
Exhibit P	Recycled Water Facilities
Exhibit Q-1	Offsite Recycled Water Facilities for Reimbursement
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Exhibit R	Drainage Facilities
Exhibit S	Post Development 100 Year Floodplain
Exhibit T	Fiber Optic Improvements
Exhibit U	60kV Easement Areas
Exhibit V	Parks and Open Space
Exhibit W	Parks Financing Plan
Exhibit X	Bikeway Master Plan
Exhibit Y	Open Space Areas
Exhibit Z-1	Westbrook Boulevard Maintenance Access
Exhibit Z-2	University Creek Crossing
Exhibit AA	DUE Allocation to Specific Plan Parcels for CSP Reimbursements
Exhibit BB	Infrastructure Phasing and Reimbursement Schedule
Exhibit CC	Fire Station Site Reimbursements
Exhibit DD	Sample Assignment and Assumption Agreement

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 11, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M. AND BEING A PORTION OF THAT REAL PROPERTY DESCRIBED IN THAT GRANT DEED TO PETER AMORUSO & JENNIFER M. AMORUSO, TRUSTEES OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005, RECORDED AS INSTRUMENT NO. 2005-0105020, OFFICIAL RECORDS OF PLACER COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE ALONG THE EAST LINE THEREOF, NORTH 00°12'11" WEST, 880.57 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE ALONG THE FOLLOWING 12 COURSES:

1. THENCE SOUTH 76°07'24" WEST, 104.21 FEET;
2. THENCE NORTH 77°38'46" WEST, 331.04 FEET;
3. THENCE TO THE LEFT, ALONG THE ARC OF A 476.00 FOOT RADIUS, NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIAL BEARING OF NORTH 80°31'50" WEST, A CENTRAL ANGLE OF 06°47'22", AND AN ARC LENGTH OF 56.40 FEET;
4. THENCE TO THE RIGHT ALONG THE ARC OF A 524.00 FOOT RADIUS, REVERSE CURVE, HAVING A CENTRAL ANGLE OF 85°05'31", AND AN ARC LENGTH OF 778.21 FEET;
5. THENCE SOUTH 87°46'19" WEST, 204.70 FEET;
6. THENCE NORTH 01°46'01" WEST, 1,554.79 FEET;
7. THENCE SOUTH 88°13'59" WEST, 773.11 FEET;
8. THENCE TO THE LEFT, ALONG THE ARC OF A 743.51 FOOT RADIUS, NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIAL BEARING OF SOUTH 86°54'36" EAST, A CENTRAL ANGLE OF 04°51'25", AND AN ARC LENGTH OF 63.03 FEET;
9. THENCE NORTH 01°46'01" WEST, 1,018.17 FEET;
10. THENCE TO LEFT, ALONG THE ARC OF A 93.88 FOOT RADIUS, NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIAL BEARING OF SOUTH 14°45'43" EAST, A CENTRAL ANGLE OF 56°11'20", AND AN ARC LENGTH OF 92.07 FEET;
11. THENCE NORTH 88°13'59" EAST, 703.80 FEET;
12. THENCE NORTH 01°46'01" WEST, 2,183.68 FEET TO THE SOUTH LINE OF SUNSET BOULEVARD WEST, COUNTY ROAD NO. (A3042) AS CONVEYED TO THE COUNTY OF PLACER BY DEED RECORDED AUGUST 18, 1966 IN BOOK 1123, AT PAGE 612, OFFICIAL RECORDS OF PLACER COUNTY; THENCE ALONG SAID SOUTH LINE, NORTH 89°21'05" EAST, 1,273.09 FEET TO A POINT ON SAID EAST LINE OF SECTION 11; THENCE ALONG SAID EAST LINE, SOUTH 00°12' 11" EAST, 4,372.54 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 148.710 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED ALONG THE BOUNDARY OF THE PROPERTY DESCRIBED IN DOC. NO. 2005- 0105020 ARE NOT BASED UPON A FIELD SURVEY AS DESCRIBED IN L.S. ACT SECTION 8762. THEY DO NOT ESTABLISH THE BOUNDARY OF SAID PROPERTY AND ARE INCLUDED TO ASSIST IN LOCATING THE NEW BOUNDARY APPROVED BY MINOR BOUNDARY LINE ADJUSTMENT NO. PLN15-00351 ONLY.

Exhibit B
Property Map

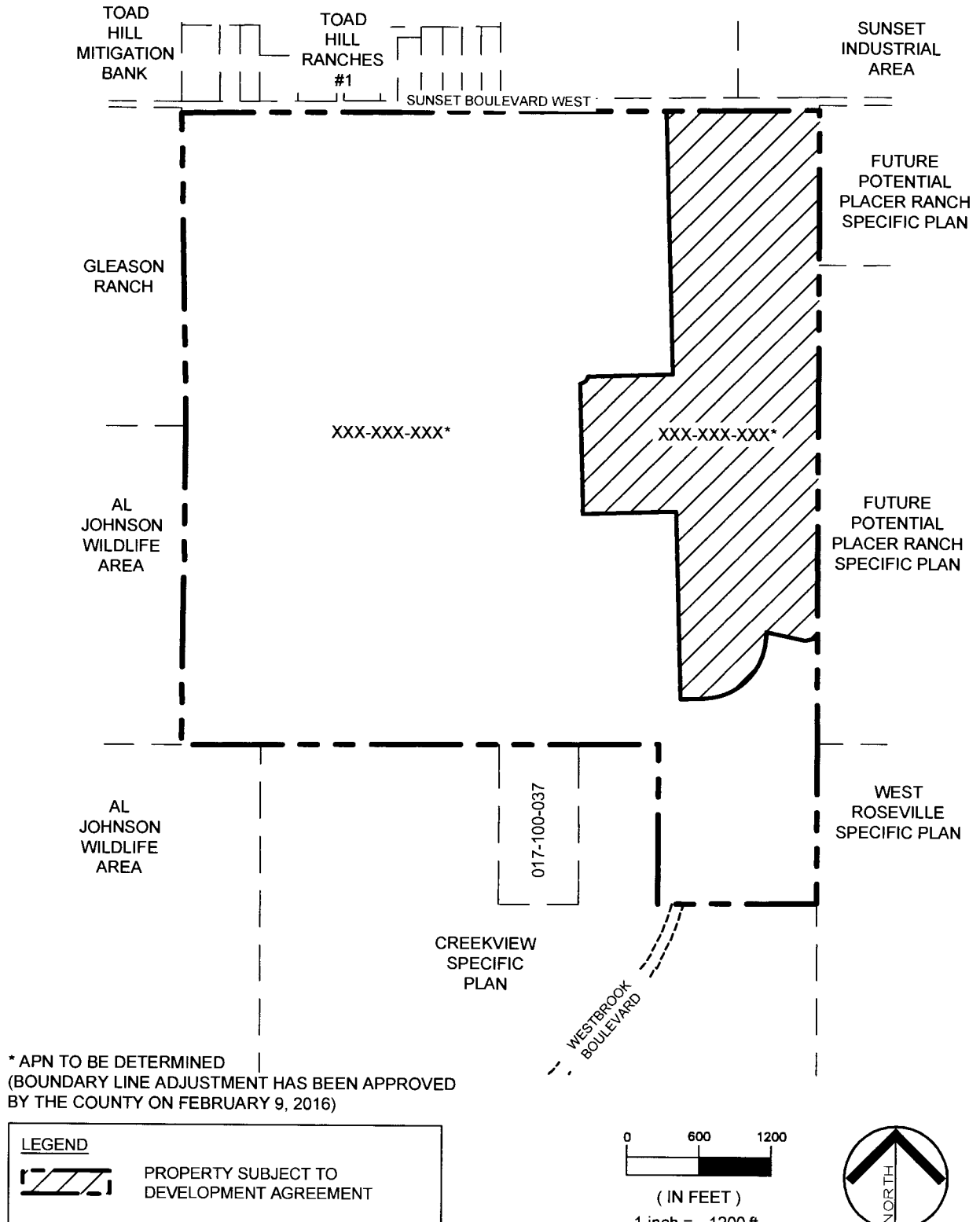


Exhibit C
Annexation Area and Plan Area

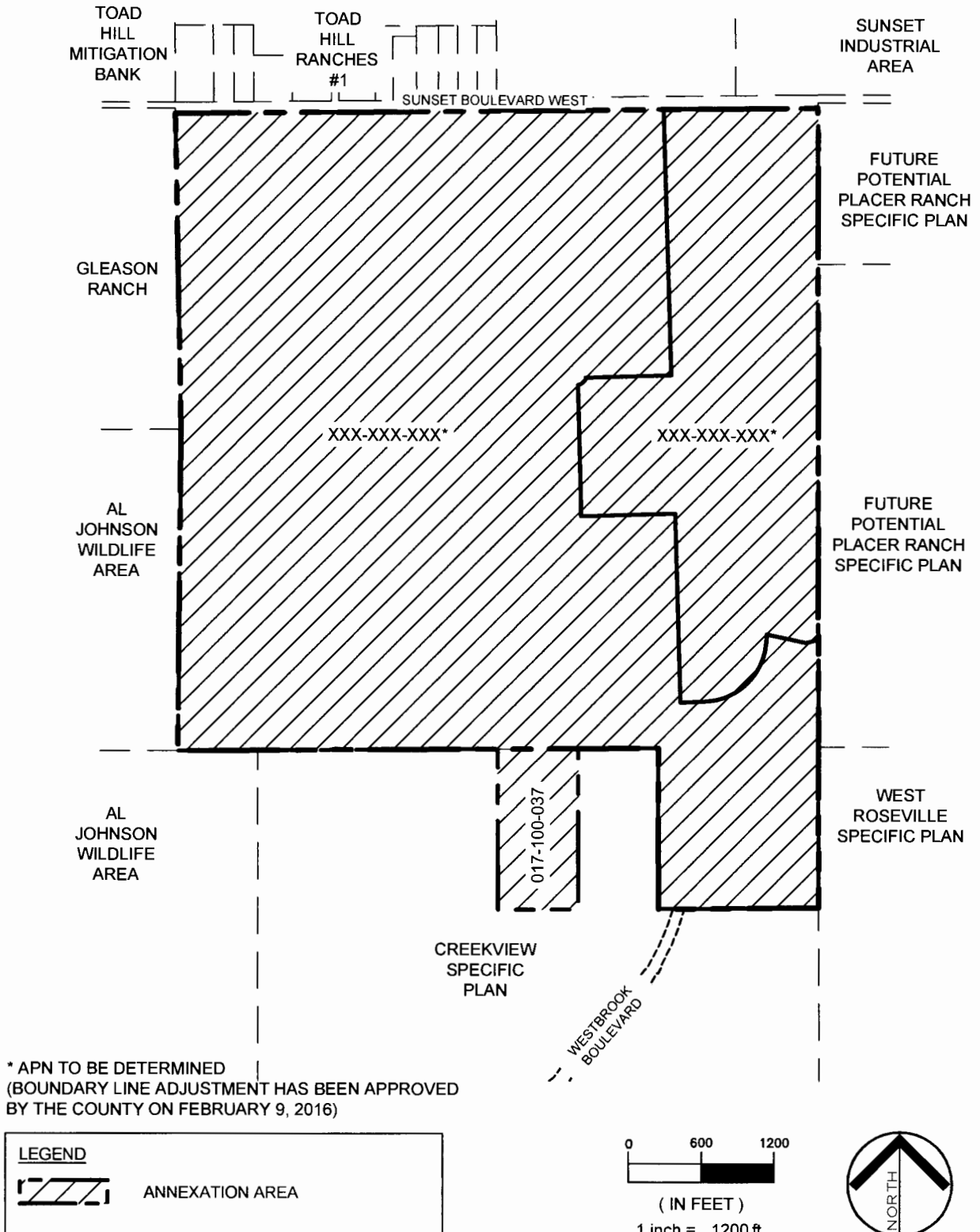
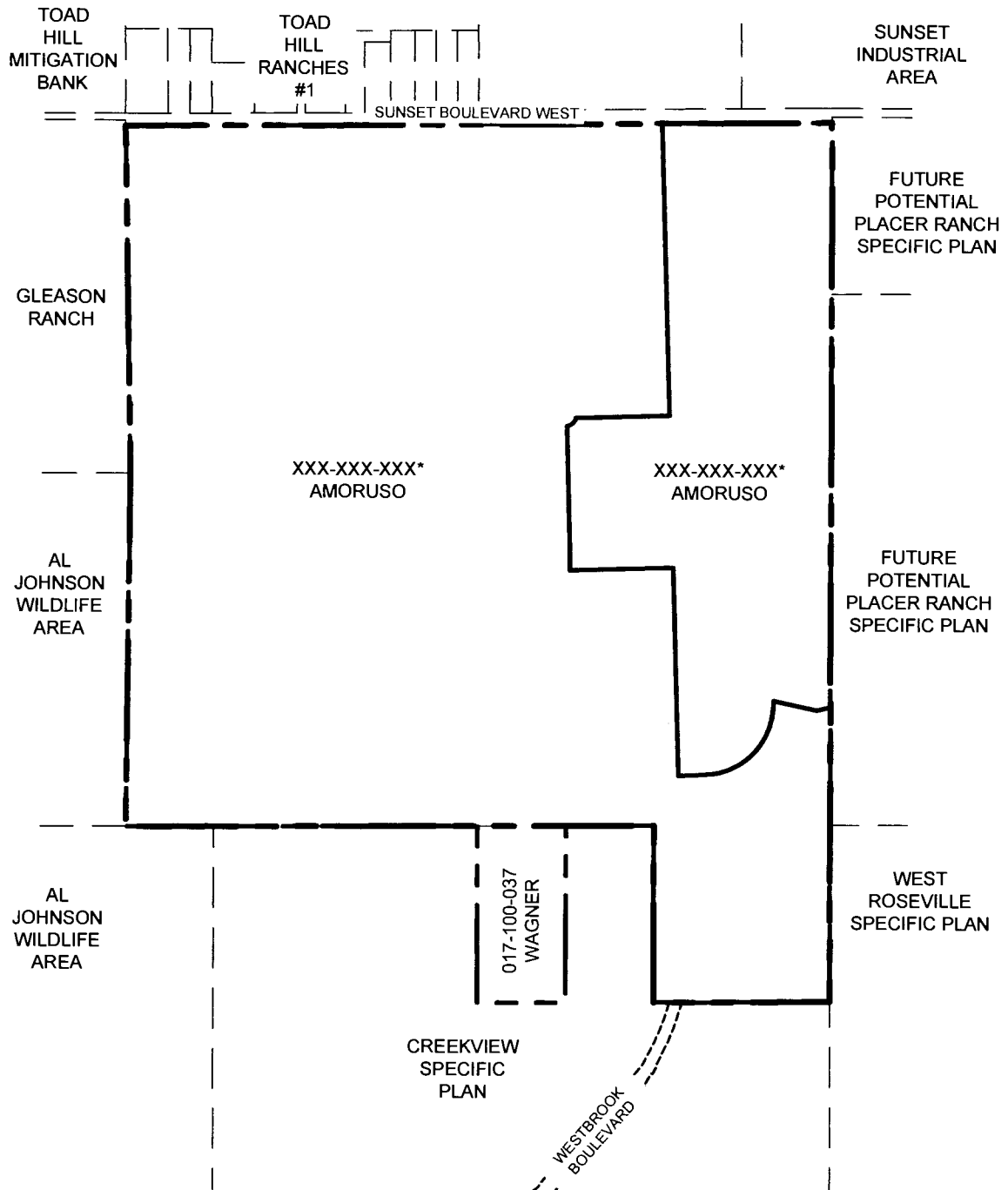


Exhibit D
Specific Plan Property Ownership



* APN TO BE DETERMINED
(BOUNDARY LINE ADJUSTMENT HAS BEEN APPROVED
BY THE COUNTY ON FEBRUARY 9, 2016)

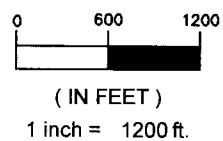
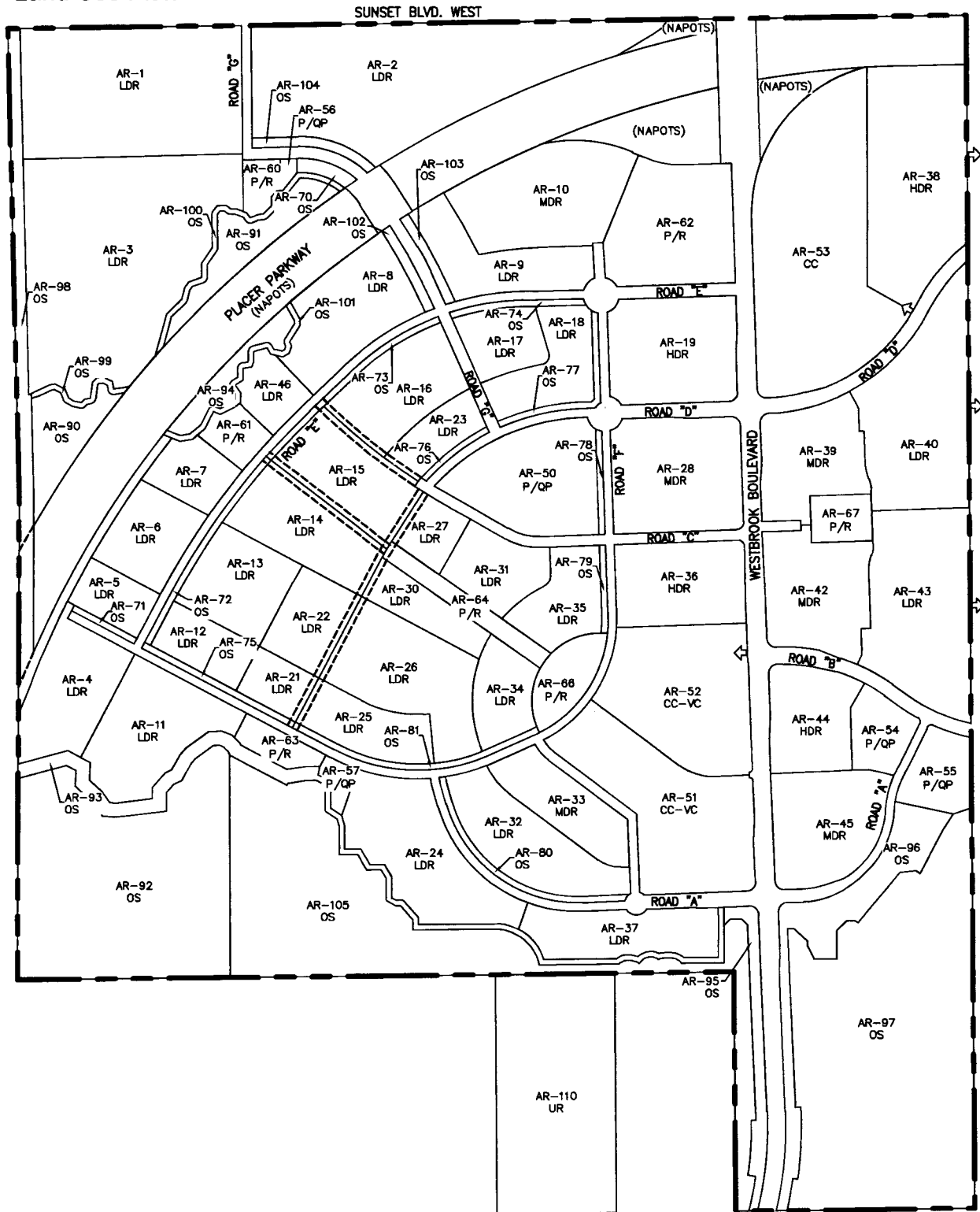


Exhibit E
Land Use Plan



(IN FEET)
1 inch = 800 ft.

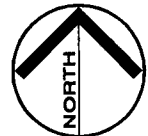
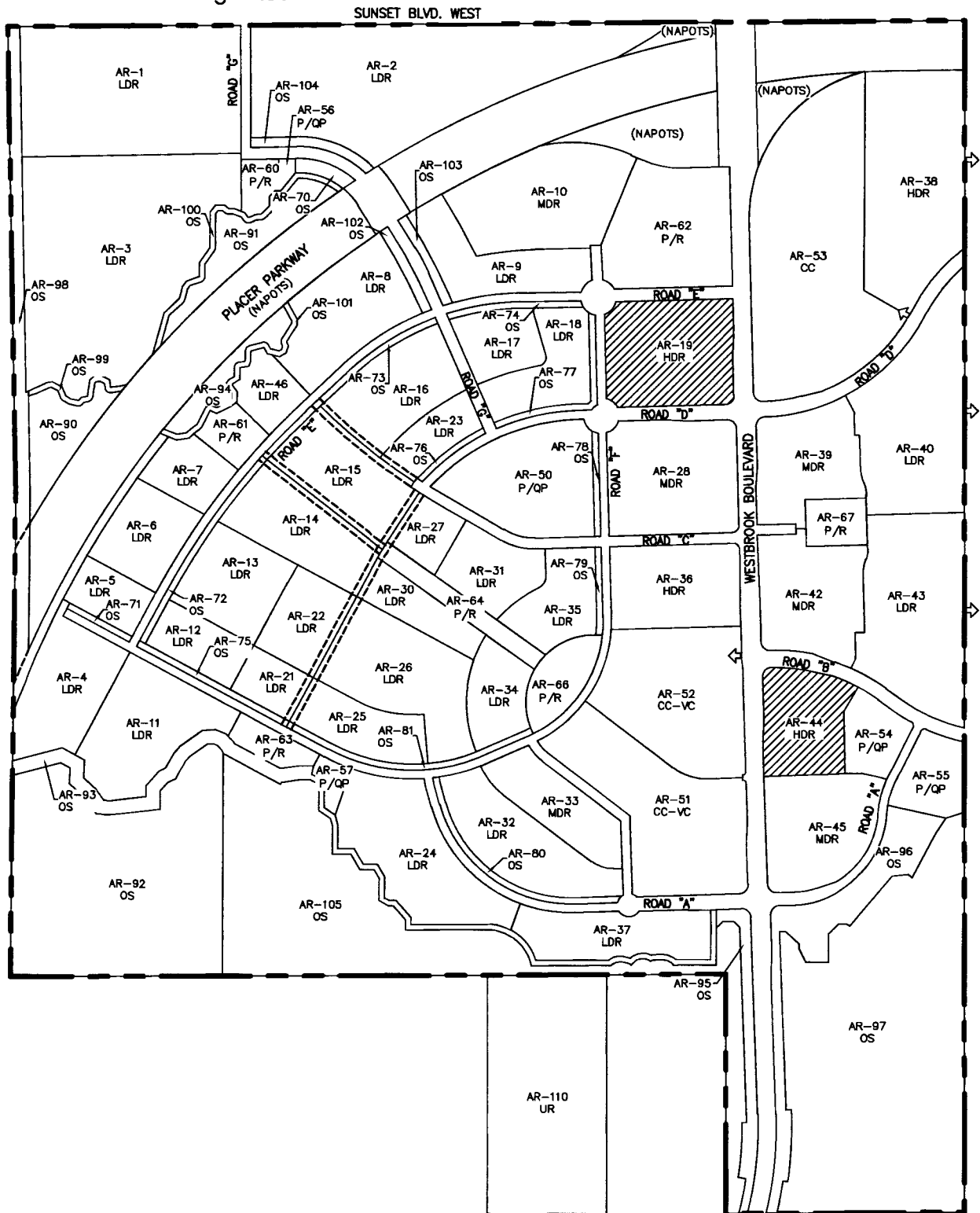


Exhibit F Affordable Housing Sites



LEGEND



AFFORDABLE HOUSING SITES



(IN FEET)

1 inch = 800 ft.



Exhibit G
Phasing Plan

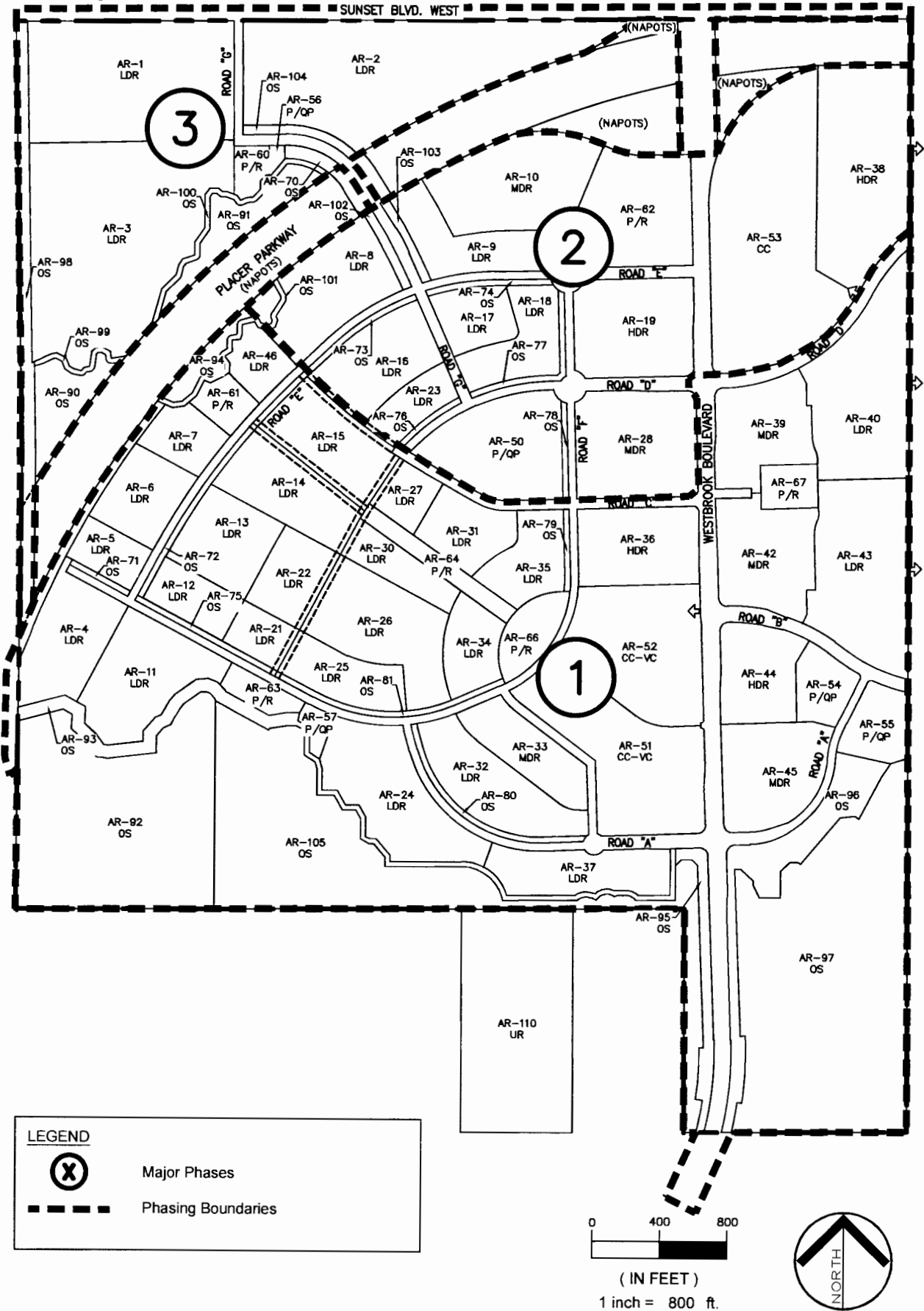


Exhibit H

Road Improvements

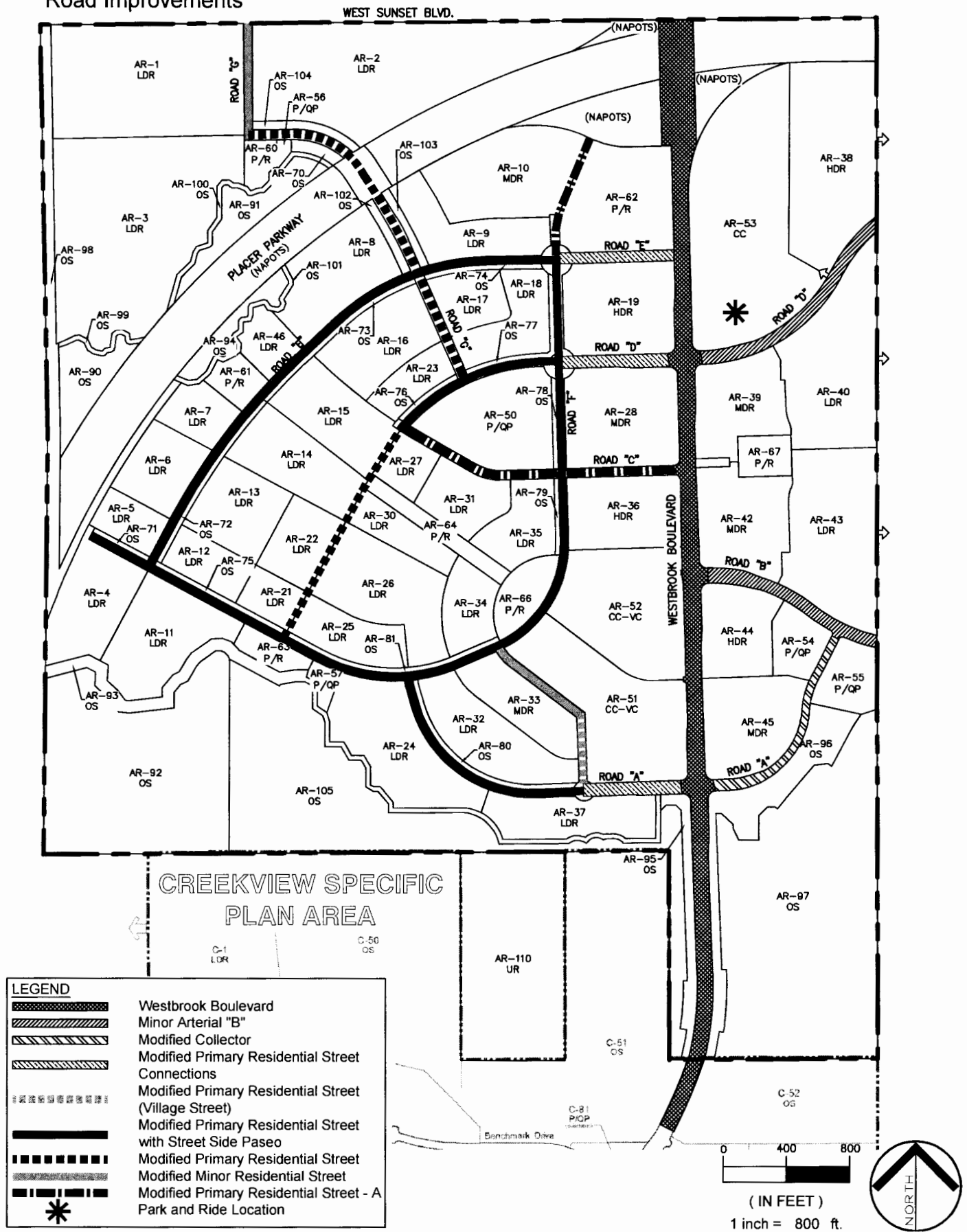


Exhibit H-1 Offsite Road Facilities For Reimbursement

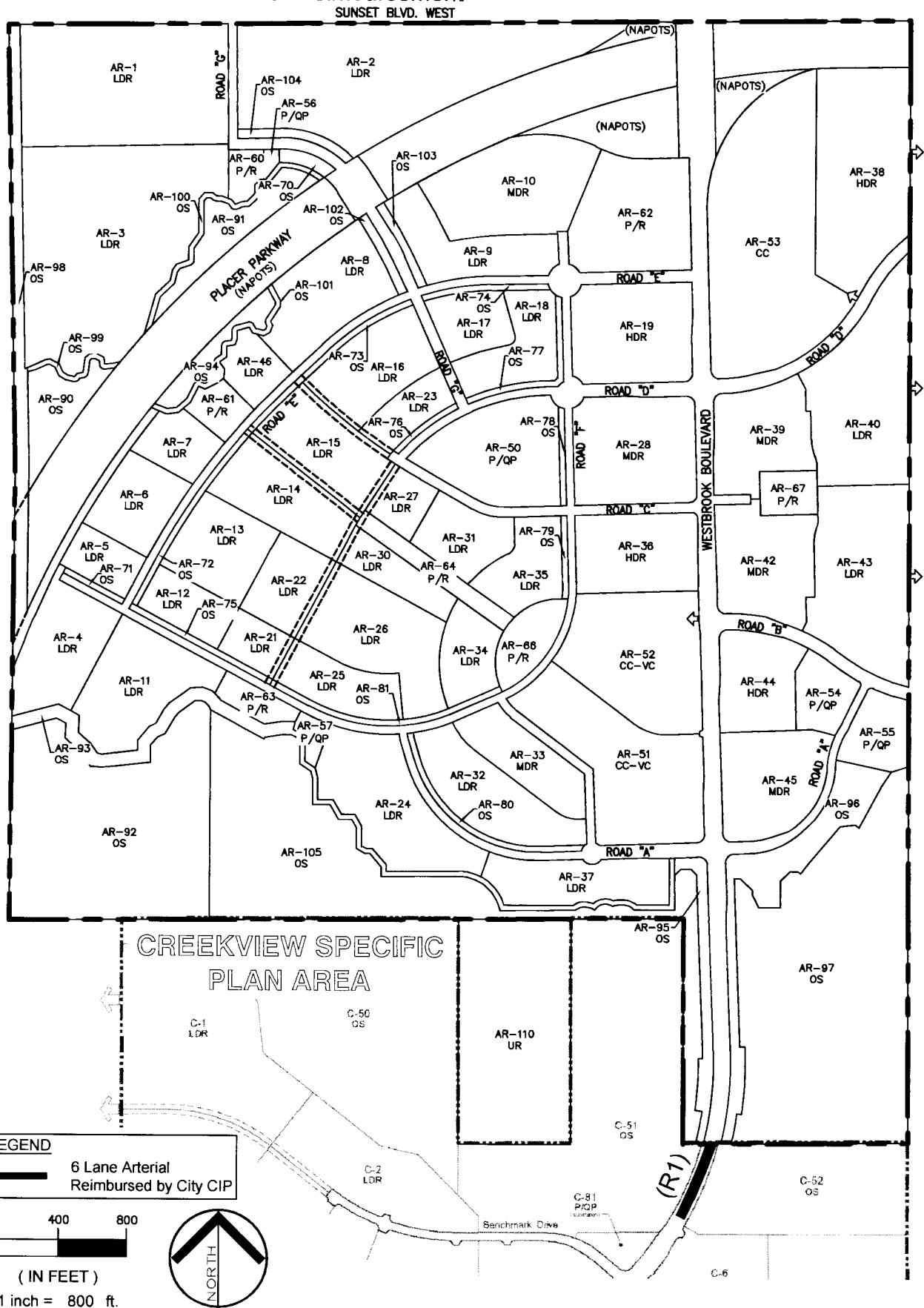


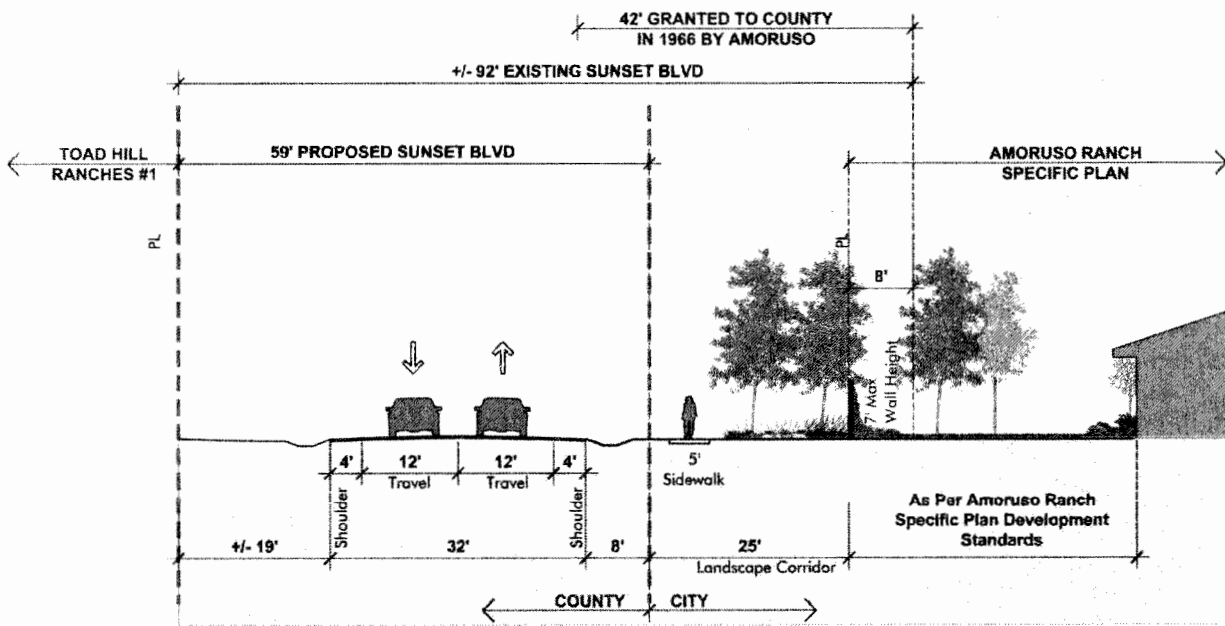
EXHIBIT H-2
OFFSITE ROADWAY REIMBURSEMENT SCHEDULE

ROADWAY REIMBURSEMENTS						
Reimbursements to ARSP						
No	Roadway Segment	Approx. Length	Reimbursement From	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed to ARSP
1	R1	510'	City CIP	\$ 1,228,324	100.00	\$ 1,228,324

Note:

1. Improvements are subject to annual adjustments for CCI.
2. Reimbursement estimate is based on the Creekview Specific Plan Development Agreement.

Exhibit H-3-A
Sunset Boulevard West Improvements - Typical Section



Proposed Future Sunset Boulevard West - 59' ROW

Exhibit H-3-B

Sunset Boulevard West Improvements - Road G Intersection

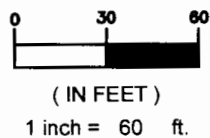
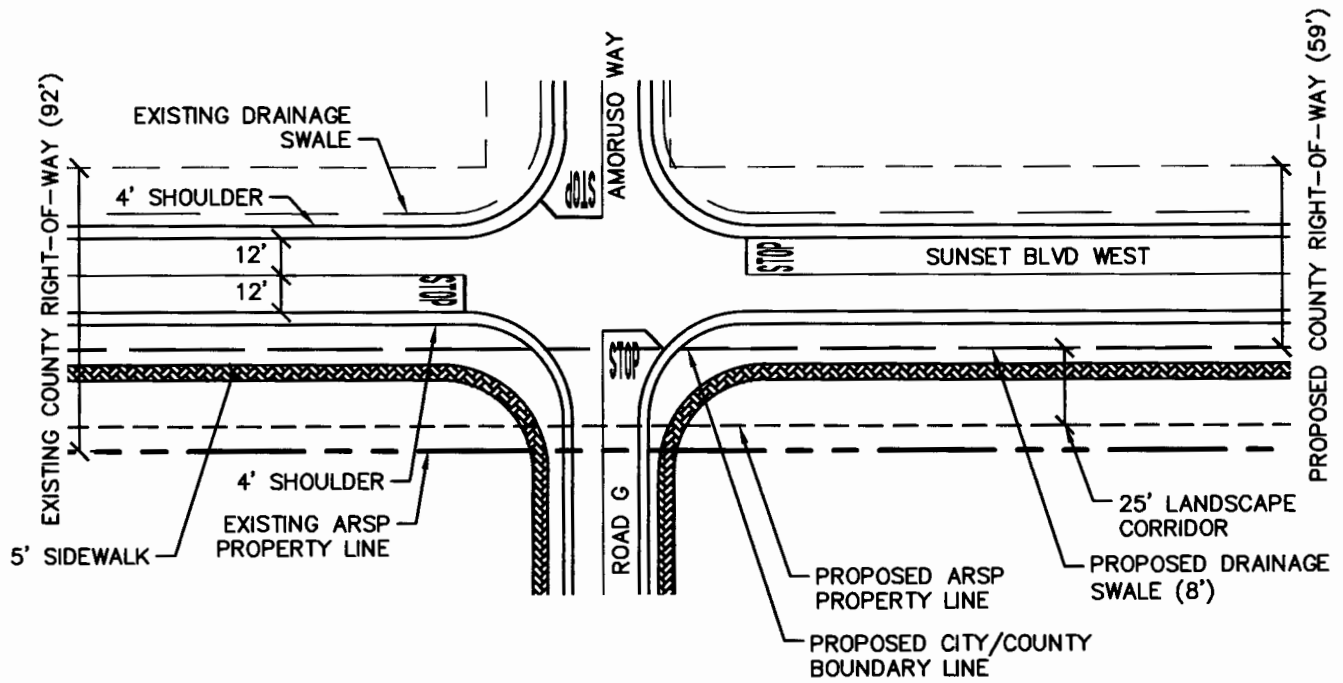


Exhibit H-3-C

Sunset Boulevard West Improvements - Westbrook Boulevard Intersection

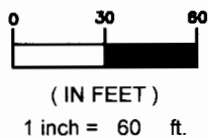
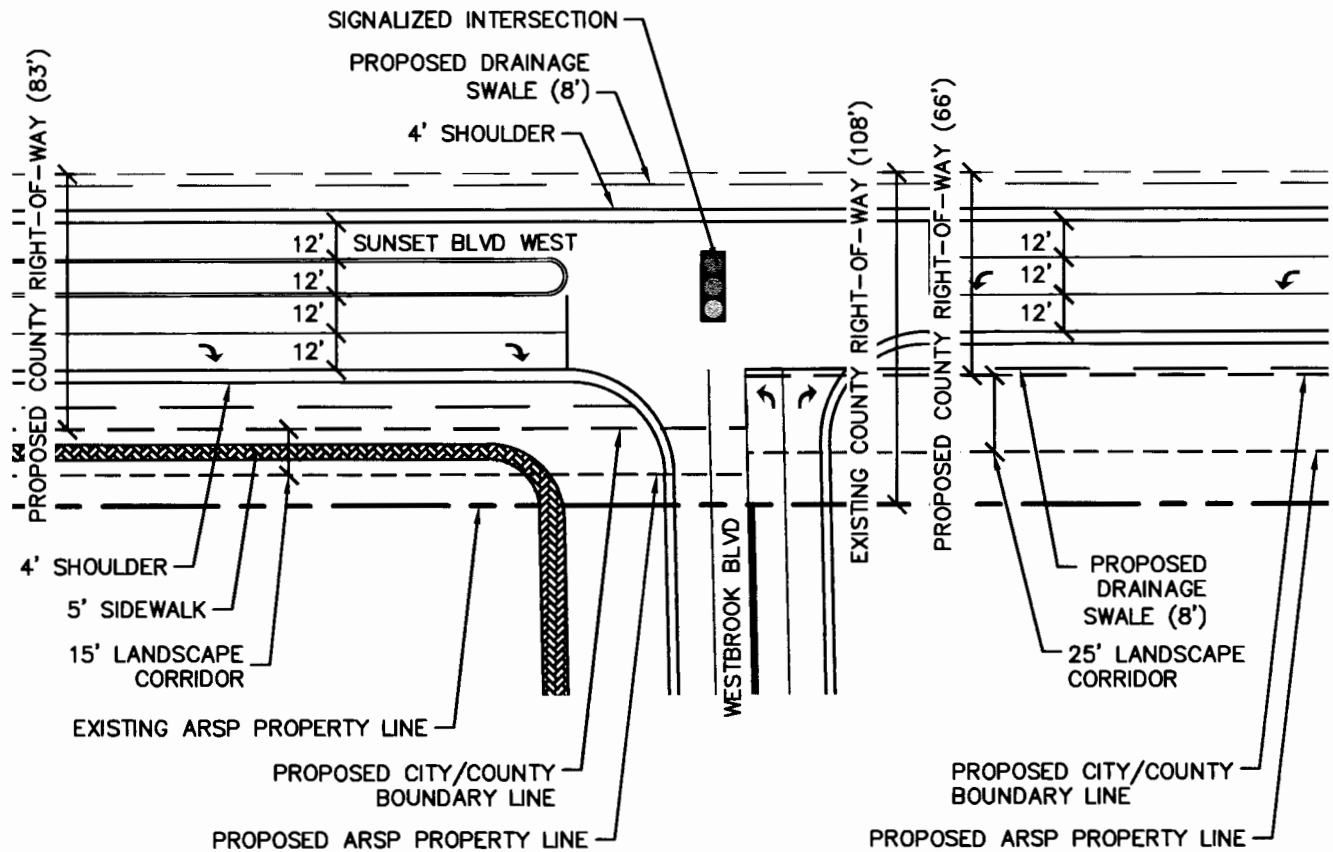


Exhibit I

Traffic Signals

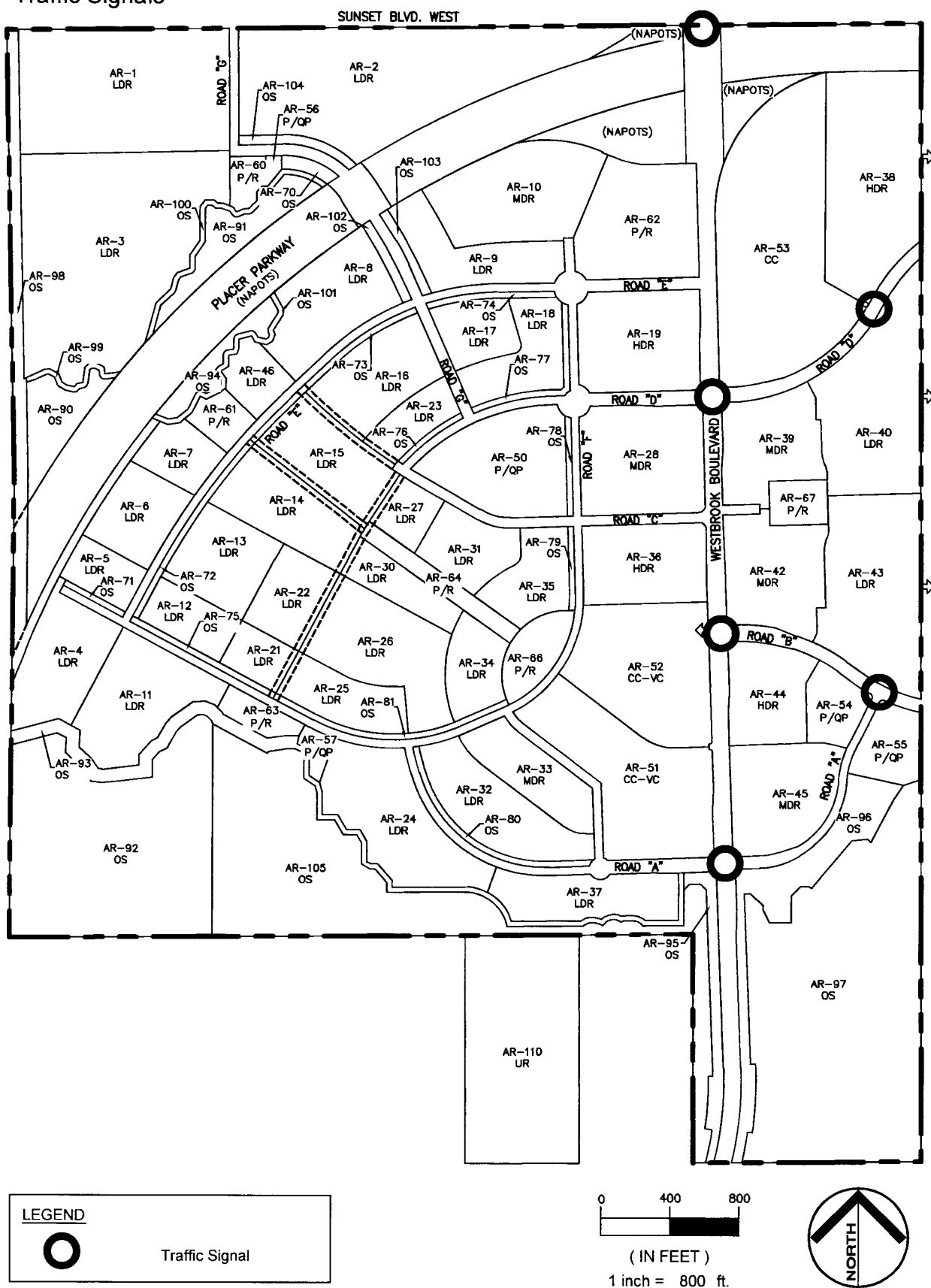


Exhibit J - 1 Wastewater Facilities

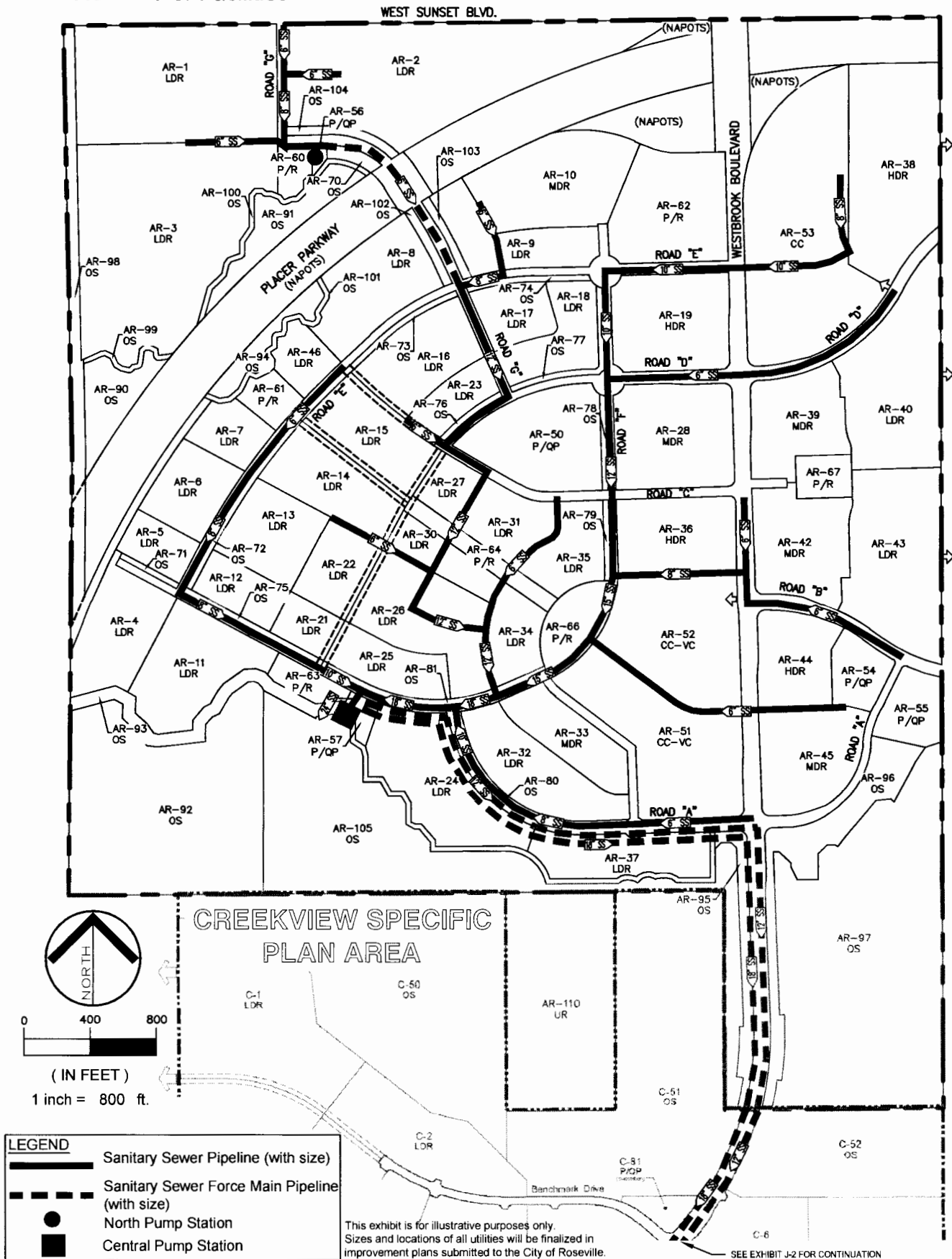


Exhibit J - 2 Wastewater Facilities

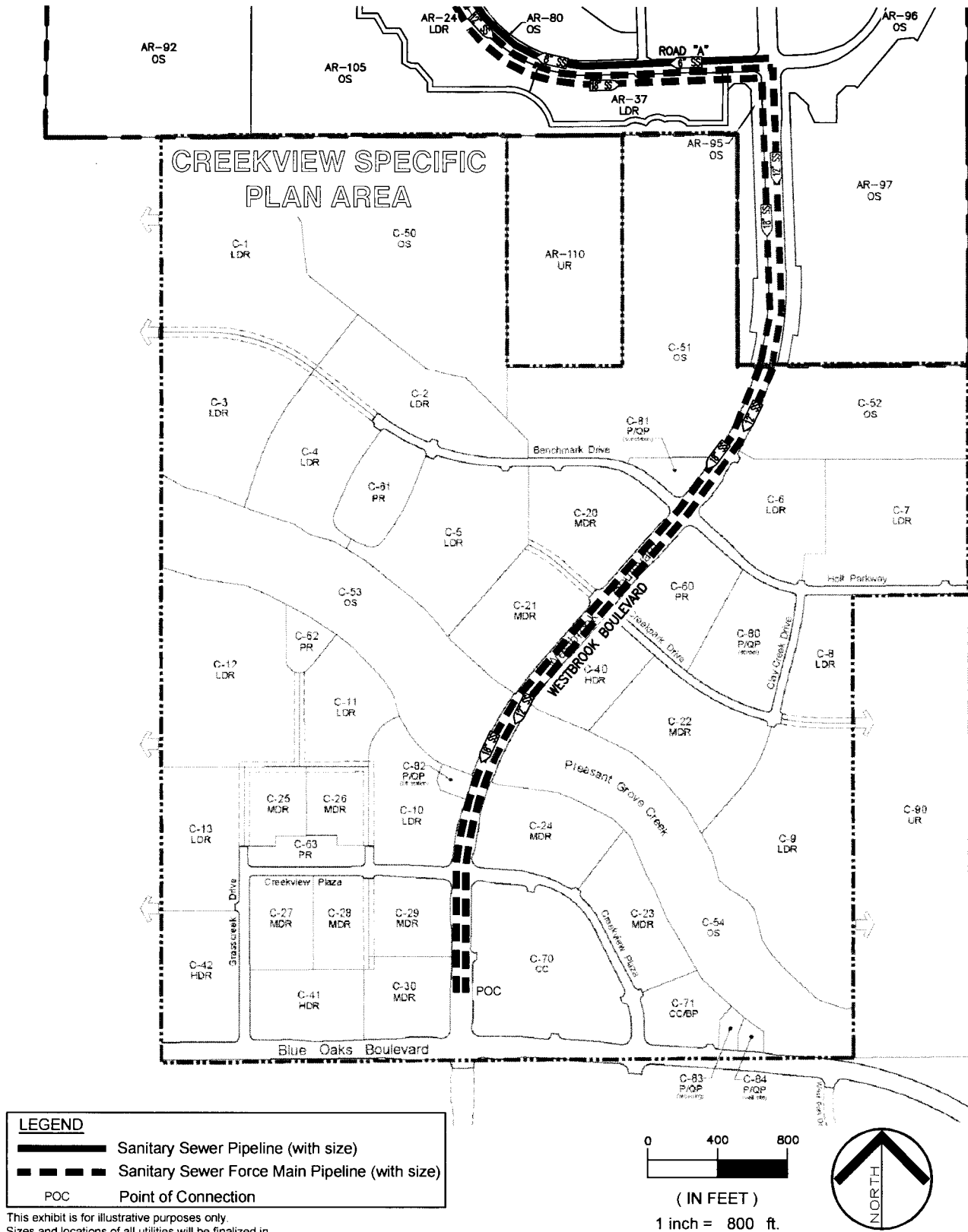
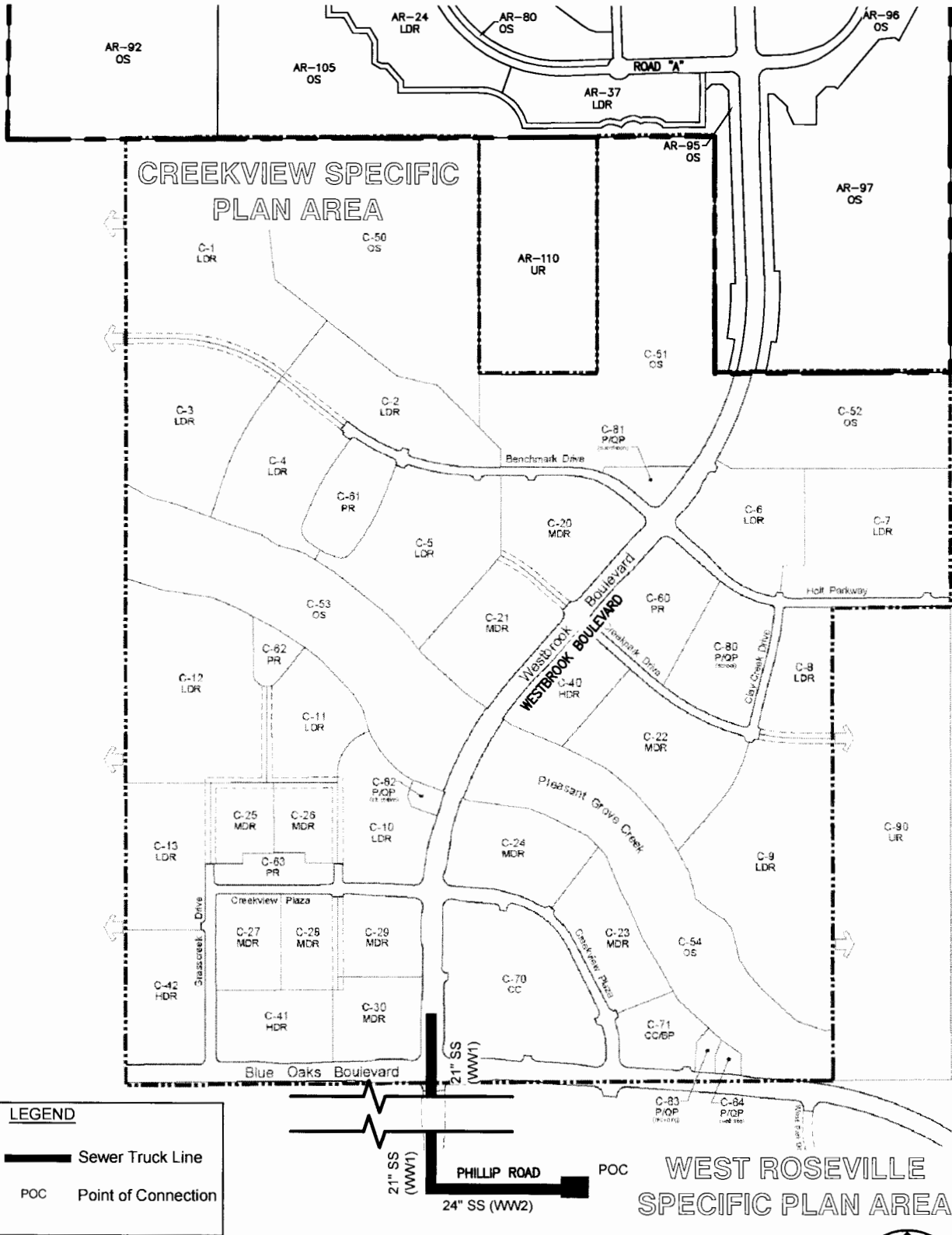


Exhibit K-1
Offsite Wastewater Facilities For Reimbursement



This exhibit is for illustrative purposes only.
Sizes and locations of all utilities will be finalized in
improvement plans submitted to the City of Roseville.

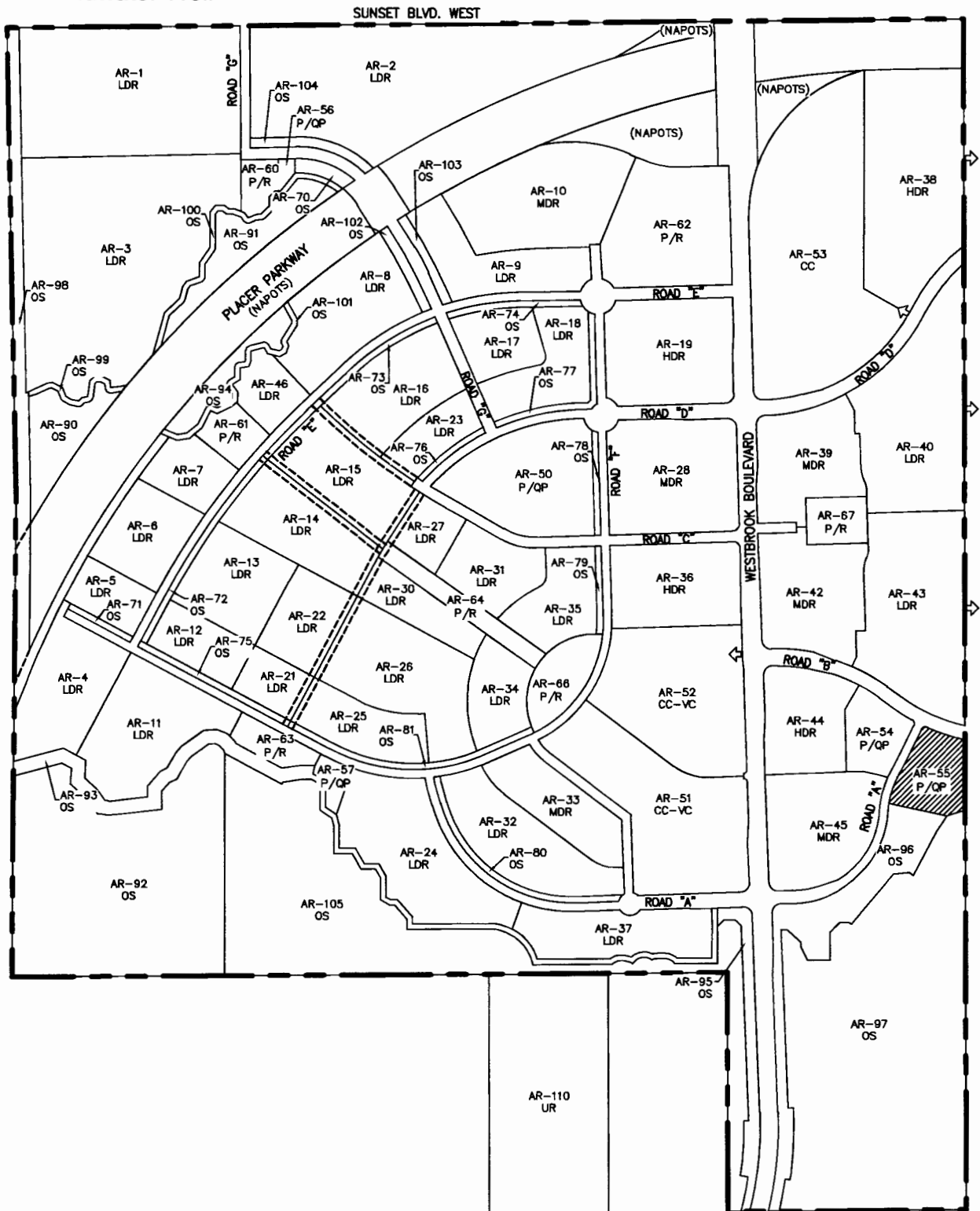
**EXHIBIT K-2
OFFSITE WASTEWATER REIMBURSEMENT SCHEDULE**

WASTEWATER REIMBURSEMENTS									
Reimbursements From ARSP									
No	Wastewater Segment	Size	Approx. Length	ARSP Flow (mgd)	Total Flow (mgd) ⁴	Reimbursable Party	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed
1	WW1	21"	1,790'	0.606	1.039	CSP	\$ 243,256	58.33%	\$ 141,880
2	WW2	24"	Per WRSP DA	0.606	1.214	WRSP	\$ 378,000	49.92%	\$ 188,689

Note:

1. Improvements are subject to annual adjustments for CCI.
2. Reimbursement estimate is based on the Creekview Specific Plan Development Agreement and West Roseville Specific Plan Development Agreement.
3. ARSP is responsible for ARSP force main system within CSP.
4. Total flow includes Creekview SP and may include other third parties. See Creekview DA Exhibit P and Exhibit Q.

Exhibit L Groundwater Well



LEGEND



Groundwater Well Site

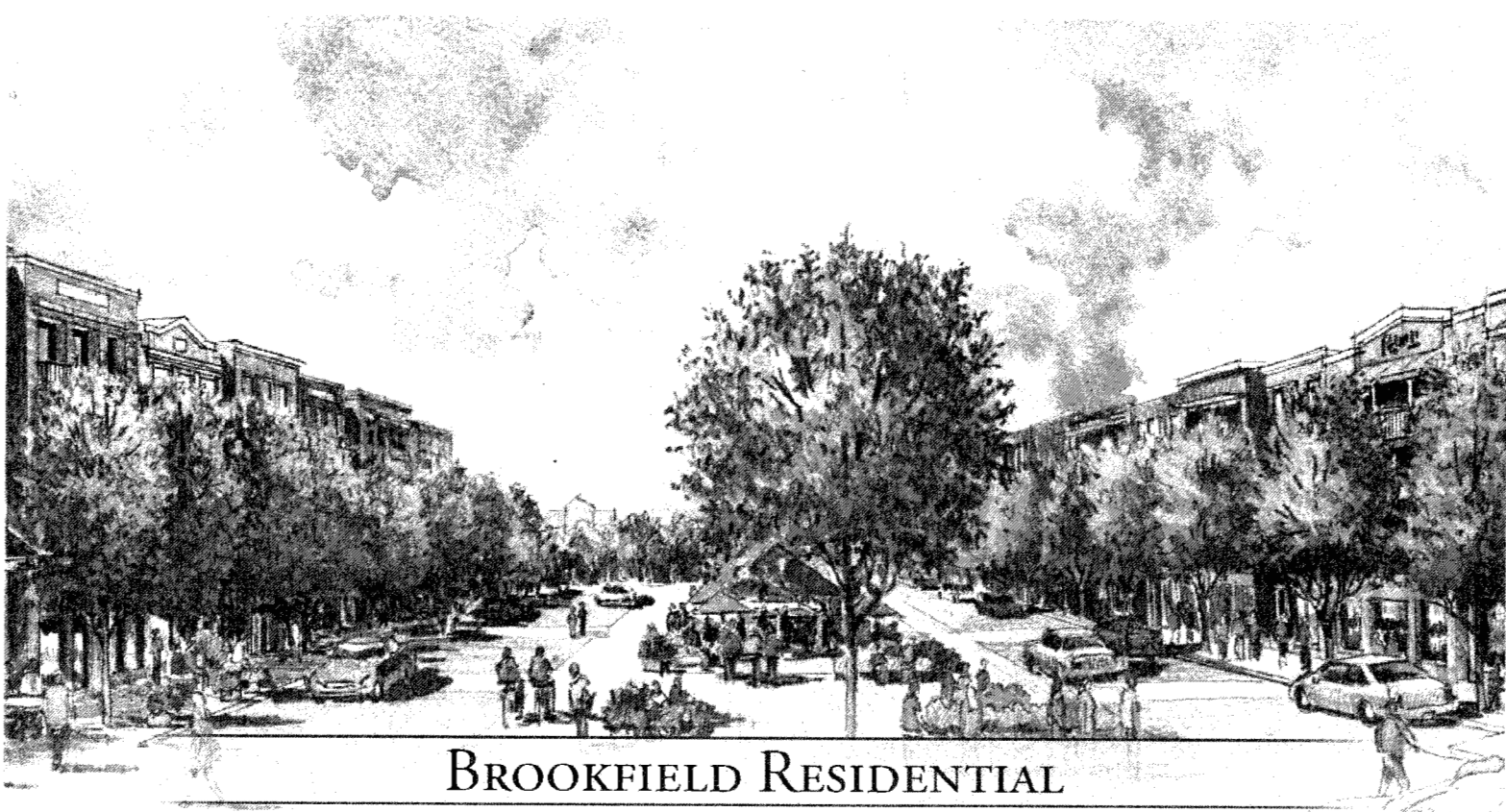


(IN FEET)

1 inch = 800 ft.



Exhibit M
Water Conservation Plan



BROOKFIELD RESIDENTIAL

Amoruso Ranch Specific Plan Area

April 2016

WATER CONSERVATION PLAN



Prepared for:

Brookfield
Residential

Prepared by:

Kimley»Horn

Brookfield Residential

Amoruso Ranch Specific Plan Area

Water Conservation Plan

Prepared By:

Kimley»Horn



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Figure 5: Front Yard Water Conservation Comparison.....16

INTRODUCTION

The Amoruso Ranch Specific Plan (ARSP) Area Water Conservation Plan (Plan) has been prepared at the request of Brookfield Residential Properties, Inc. (Brookfield) to meet the City of Roseville's (City) requirements and in support of the ARSP process.

WATER CONSERVATION PLAN PURPOSE

In February 2008, then California Governor Arnold Schwarzenegger introduced a seven-part comprehensive plan for improving the Sacramento-San Joaquin Delta. As part of this effort, the Governor directed state agencies to develop a plan to reduce statewide per capita urban water use by 20 percent by the year 2020. In February 2010, the State Water Resources Control Board issued the 20x2020 Water Conservation Plan.

As part of the response to the 20x2020 Plan, the City has a requirement that all new specific plan projects incorporate water conservation measures into the overall project design such that the overall water demands (both potable and recycled) are reduced. The City has an overall conservation goal of 20% for potable and irrigation water usage throughout the City.

This Plan presents potentially feasible measures and guidance that can result in a reduction of the projected overall water usage within the ARSP Area, which will contribute towards the City-wide conservation goal. The projected reduction in water use will be established as part of this Plan through a process of: estimating the baseline water demands without conservation measures; identification of potentially feasible conservation measures; and estimation of the resultant water demands with application of the identified conservation measures. This Plan has been developed in conformance with the Water Efficient Landscape Ordinance (WELO) as a minimum.

ARSP AREA LOCATION AND DESCRIPTION

Project Vicinity

The ARSP Area consists of approximately 694.4 acres located in the northwest edge for the City of Roseville. Prior to the Specific Plan's adoption, the plan area was recognized as a logical growth extension for the City. The Specific Plan Area is bounded on the southwest by the Al Johnson Wildlife Area, to the west by the Gleason property, to the south by the Creekview Specific Plan Area, to the east by the future proposed Placer Ranch Specific Plan Area and to the north by the existing Toad Hills Ranches #1 area and unincorporated Placer County. The project vicinity is shown on Figure 1.

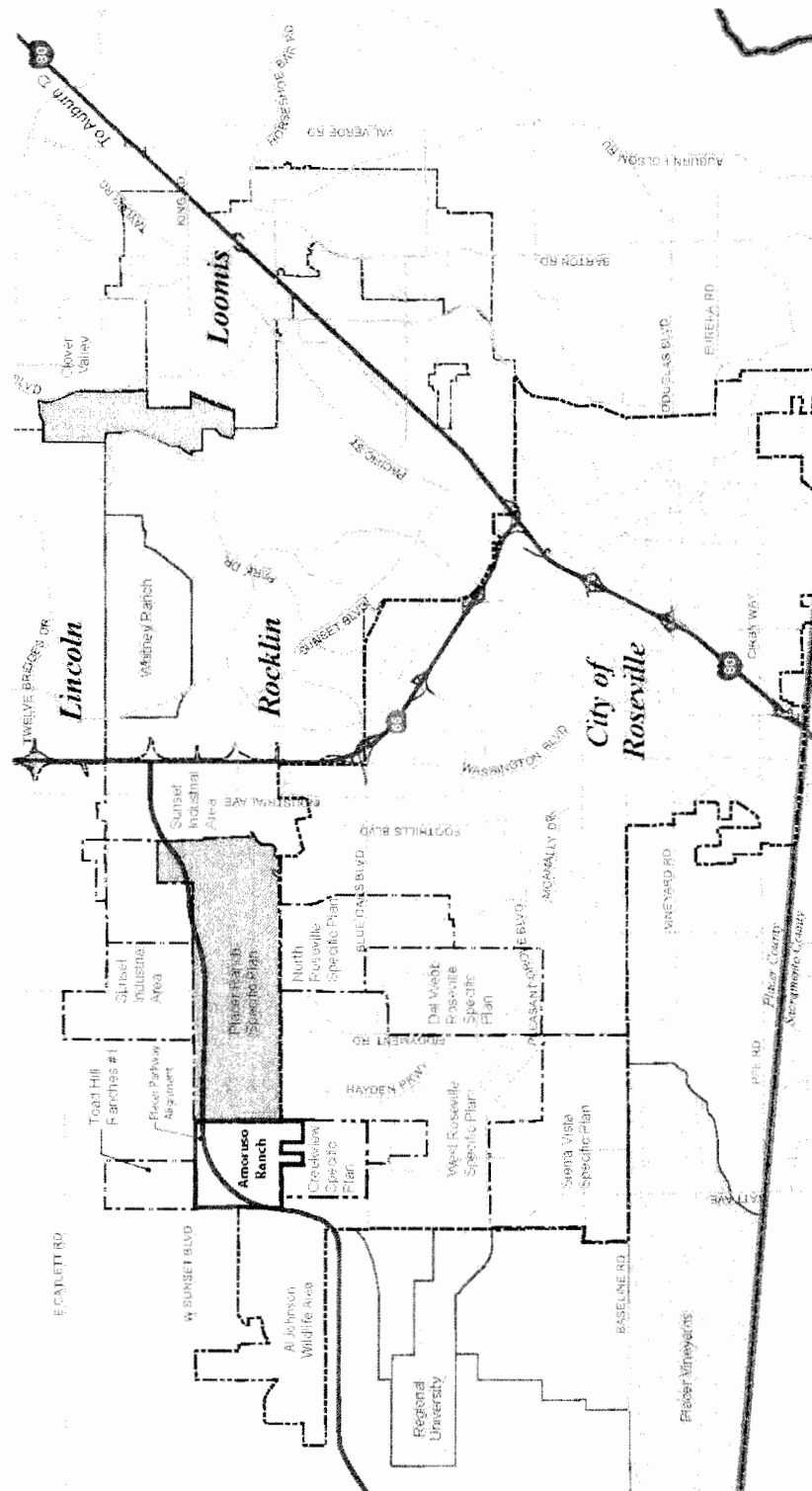


Figure 1 – ARSP Area Project Vicinity

Pre-Development Conditions

The pre-development conditions of the ARSP Area were as a cattle ranch and for irrigated crops. The primary use was open grazing land, but included a small ranch house and out buildings. The land is gently rolling terrain generally trending to the west and south. Minor drainages flow in a radial pattern from a slight rise in the northeast quadrant of the property. The elevation changes from approximately 115 feet to 71 feet gently from the northeast down to the southwest.

The site vegetation is generally limited to short, seasonal grasses. There are several oak trees located along University Creek and a number of non-native trees located around the former ranch house. Wetland conditions and their associated flora and fauna are located in small areas typically along the drainage corridors and in flats along the southern boundary. Figure 2 highlights the ARSP Area pre-development conditions.

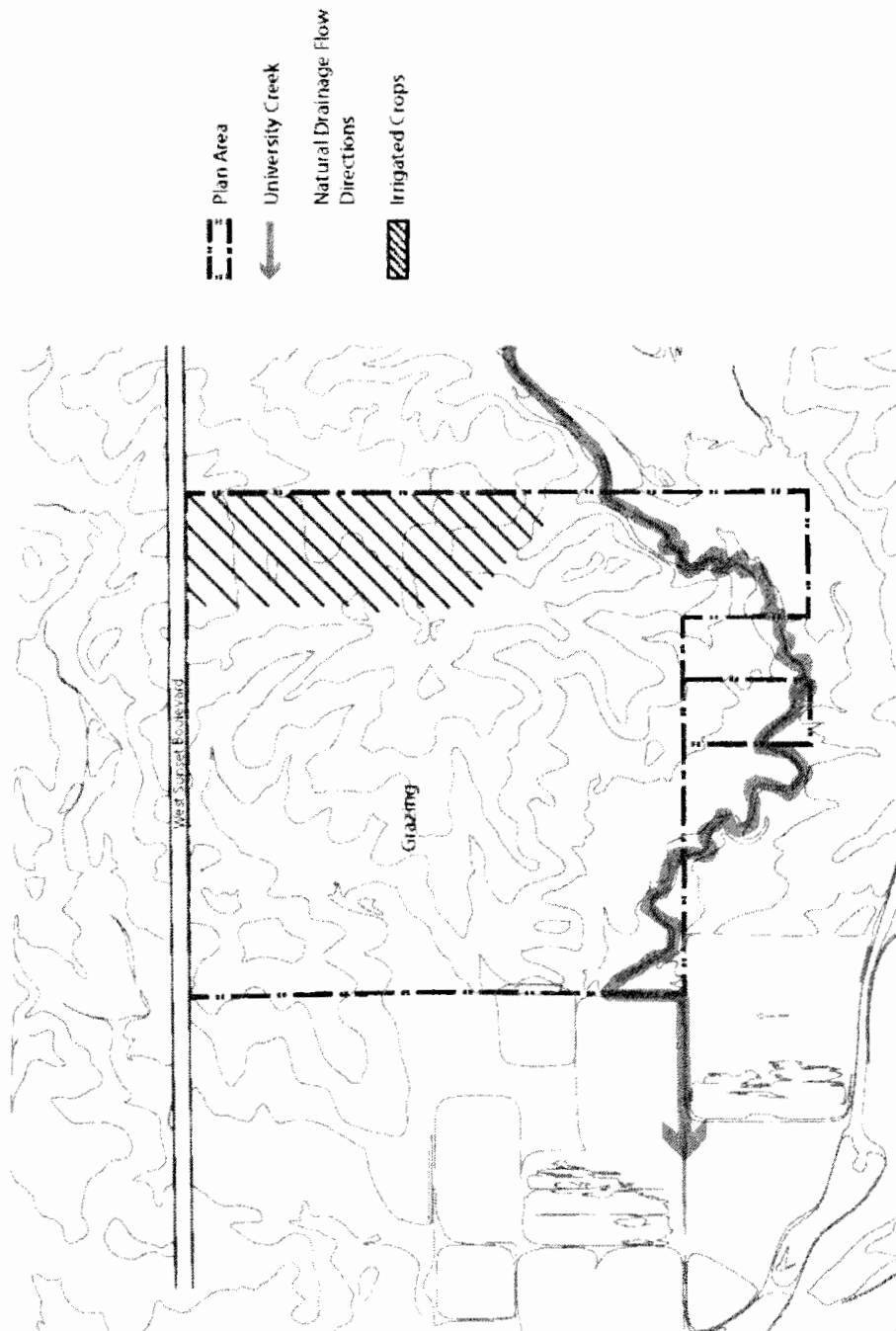


Figure 2 – ARSP Area Pre-Development Conditions

ARSP Area Development Opportunities and Constraints

The proposed ARSP Area land use plan is influenced by several factors, including the physical setting, land use and circulation conditions, and public policies. Two significant aspects that influence the development of the land plan are described below and depicted on Figure 3.

Placer Parkway

The proposed Placer Parkway will be a dominant feature that sweeps through the ARSP Area. Interchanges at Fiddymont Road and Santucci Boulevard will provide access to the ARSP Area.

Open Space and Resources Preservation

The ARSP Area will support open space and resource preservation by providing permanent open space. In combination with the 1,700-acre open space afforded by the City of Roseville Al Johnson Wildlife Area, this open space provides connectivity with open space within the Creekview Specific Plan Area, and lands to the east of the ARSP Area.

The Amoruso Ranch Specific Plan will provide an open space corridor that includes a pedestrian and bike path linkage between this major open space area and the City's regional trail system. In addition, the corridor will provide a permanent preservation area for wetland resources.

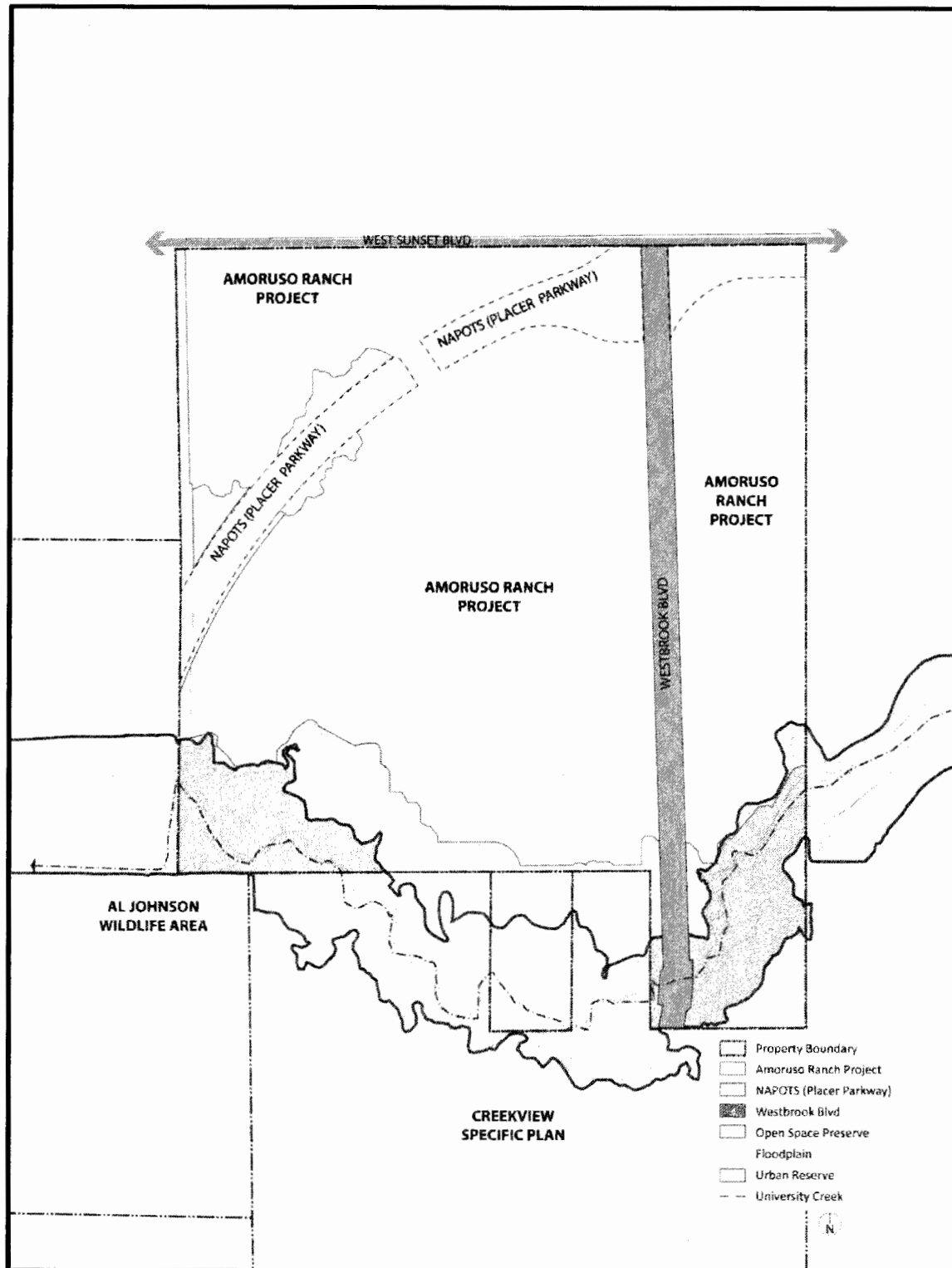
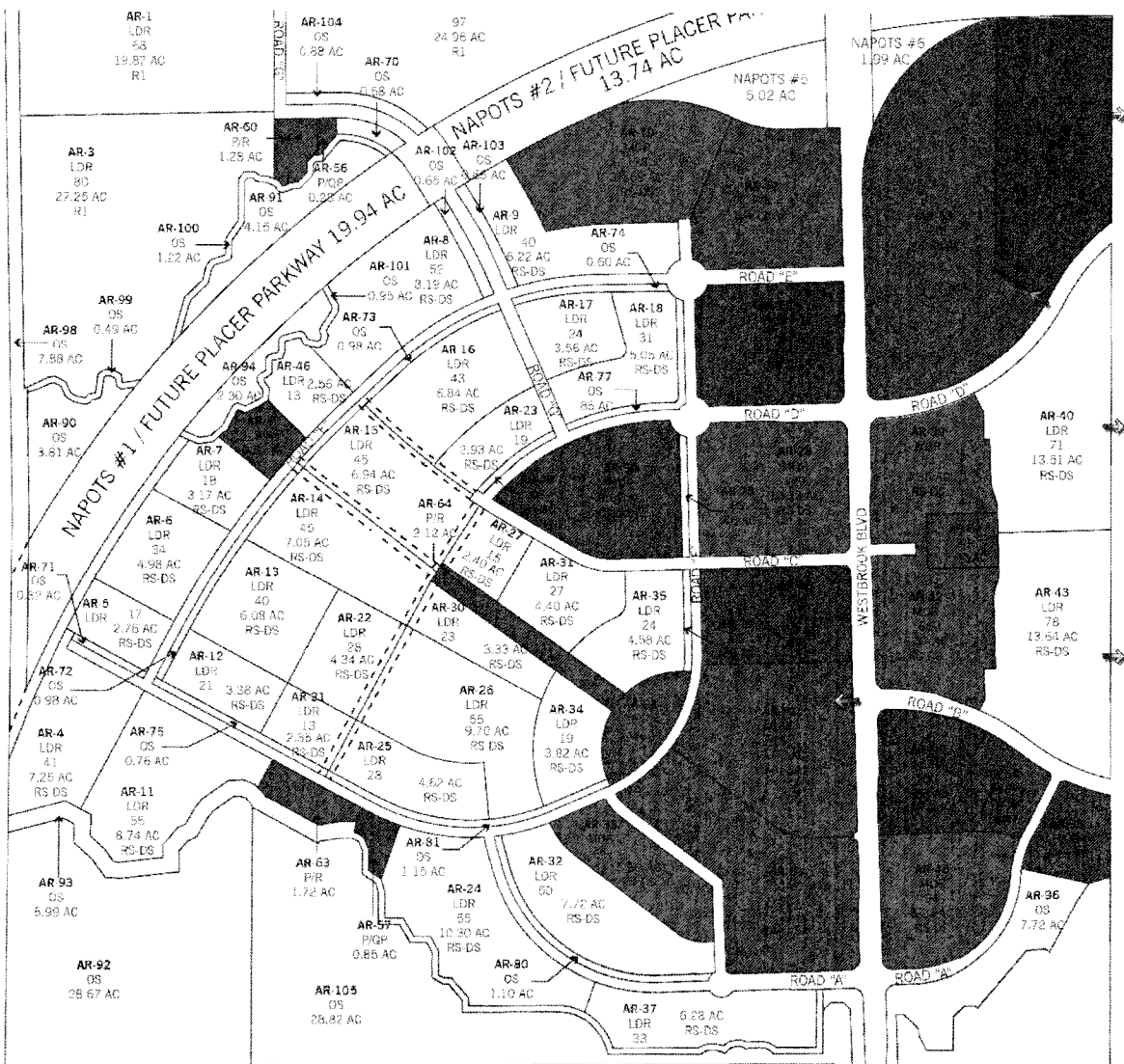


Figure 3 – ARSP Area Opportunities and Constraints

ARSP Area Land Use Plan

The ARSP Area provides for a mix of land uses to achieve the desired community form and objectives. These land use designations include low-, medium- and high density residential uses; commercial and office uses; which in some cases are sited with one another and/or with residential uses, public and quasi-public uses for the schools and civic activities such as a fire station, parks and open space uses, and an urban reserve.

At buildout, the ARSP Area will provide for 2,827 dwelling units, it adds approximately 51 acres of commercial retail and office land uses, and provides approximately 22-acres of parks and 146-acres of open space. The ARSP Area Land Use Plan is shown in Figure 4.



- LOW DENSITY RESIDENTIAL (LDR) (0.5-6.9 D.U./AC)
- MEDIUM DENSITY RESIDENTIAL (MDR) (7.0-12.9 D.U./AC)
- HIGH DENSITY RESIDENTIAL (HDR) (13.0-30.0 D.U./AC)
- COMMUNITY COMMERCIAL (CC)
- PUBLIC/QUASI PUBLIC (P/QP)
- PARKS AND RECREATION (P/R)
- OPEN SPACE (OS)
(PRESERVED OPEN SPACE/GENERAL OPEN SPACE)
- URBAN RESERVE (UR)
- MISC. ROADS
- NAPOTS (NOT A PART OF THIS SUBDIVISION)

Map key

AR-1: Parcel Number
LDR: General Plan Designation
100: Allocated Dwelling Units
12.00 AC: Parcel Acreage
RS-DS: Zoning Designation

EXCEL FILE: 15_0904 LAND USE PLAN
 AUTO CAD: 15_0904_AR.psd

AMORUSO RANCH - 15_0904 LAND USE PLAN

BROOKFIELD RESIDENTIAL, ROSEVILLE, CA

DAHLIN group

JOB NO. 316.002
DATE 09-04-2015
 5865 Owens Drive
 Pleasanton, CA 94588
 925-251-7200

Figure 4 – ARSP Area Land Use Plan

BASELINE WATER USE ESTIMATION

The calculation of the baseline water use estimation was established based on the land use designations developed as part of the ARSP Area Land Use Plan shown on Figure 4.

The baseline water use for the project was established using the City's standard water use factors, as developed for the City by MWH in 2006. The City of Roseville employs standard demand factors for residential land uses of varying densities, as well as standard demand factors for commercial/other land uses. The residential demands are presented as gallons per day (GPD) per dwelling unit (DU), and the commercial/other demands are presented as GPD per acre. The City's demand factors are listed in Table 1.

Table 1
Amoruso Ranch Specific Plan
Water Conservation Plan
City of Roseville Demand Factors

General Plan Land Use Category	Average Day Demand
Residential GPD/DU	
LDR1: < 3.5 DU / Acre	728 GPD/DU
LDR2: > 3.5 to 5 DU / Acre	600 GPD/DU
LMDR1: > 5 to 6 DU / Acre	521 GPD/DU
LMDR2: > 6 to 8 DU / Acre	430 GPD/DU
MDR: > 8 to 12 DU / Acre	323 GPD/DU
HDR1: > 12 to 16 DU / Acre	288 GPD/DU
HDR2: > 16 DU / Acre	177 GPD/DU
Non-Residential GPD/Acre	
Commercial / Retail	2598 GPD/Acre
Business Professional	2598 GPD/Acre
Light Industrial	2598 GPD/Acre
Industrial	2562 GPD/Acre
Railroad Yard	109 GPD/Acre
Elementary School	3454 GPD/Acre
High School	4068 GPD/Acre
Public (Fire Station, etc)	1780 GPD/Acre
Park / Recreation	2988 GPD/Acre
Open Space / ROW	0 GPD/Acre
Vacant	0 GPD/Acre

Utilizing the City's demand factors, the estimated annual water use for the Low-, Medium- and High-Density Residential units proposed within the ARSP Area have been calculated. The basis of the Low-, Medium- and High-Density Residential water use is presented within Table 2.

Table 2
Amoruso Ranch Specific Plan
Water Conservation Plan
Water Use Estimation – LDR, MDR and HDR

Land Use Category Density	Number of Units	Average Day Demand (GPD/DU)	Total Average Day Demand (GPD)	Total Average Day Demand (AFY)	Total Average Day Demand with 2% (AFY) ¹
LDR1: < 3.5 DU / Acre	148	728	107,744	120.7	123.1
LDR2: > 3.5 to 5 DU / Acre	116	600	69,600	78.0	79.5
LMDR1: > 5 to 6 DU / Acre	401	521	208,921	234.0	238.7
LMDR2: > 6 to 8 DU / Acre	757	430	325,510	364.6	371.9
MDR: > 8 to 12 DU / Acre	155	323	50,065	56.1	57.2
HDR1: > 12 to 16 DU / Acre	380	288	109,440	122.6	125.0
HDR2: > 16 DU / Acre	760	177	134,520	150.7	153.7
Community Commercial - Village Center – Residential	109	288	31,392	35.2	35.9
Urban Reserve	1	728	728	0.8	0.8
Total	2,827	-	1,037,920	1,162.6	1,185.9

The water use estimation, as established by the City for purposes of water conservation does not distinguish between potable water and recycled water. Table 3 includes a summary of the estimated baseline water demands. Consistent with previous similar analyses completed by the City, a factor for water system losses has not been included in the water conservation calculations. It has, however, been included for informational purposes in both Tables 2 and 3.

¹ Demand accounts for 2% system losses.

Table 3
Amoruso Ranch Specific Plan
Water Conservation Plan
Water Use Factors and Demands

Land Use	Land Use Abbreviation/ Zoning	Total Area (Acres)	Dwelling Unit Count	Water Use Factor	Daily Demand (GPD)	Annual Demand (AFY)	Annual Demand with 2% (AFY) ¹
Low Density Residential	LDR	248.77	1,302	Varies	660,175	739.5	754.3
Medium Density Residential	MDR	50.27	542	Varies	178,561	200.0	204.0
High Density Residential	HDR	38.13	873	Varies	167,064	187.1	190.9
Community Commercial - Village Center - Residential	CMU-SA (Commercial Mixed-Use - Special Area)	Included On Next Line	109	288	31,392	35.2	35.9
Community Commercial - Village Center - Non-Residential	CMU-SA (Commercial Mixed-Use - Special Area)	27.27	-	2,598	70,847	79.4	80.9
Community Commercial	CC (Community Commercial)	23.85	-	2,598	61,962	69.4	70.8
Open Space (Paseos)	OS	10.71	-	2,988	32,001	35.8	36.6
Open Space (General)	OS	37.24	-	0	0	0	0
Open Space (Preserve)	OS	97.58	-	0	0	0	0
Parks & Recreation	PR	22.14	-	2,988	66,154	74.1	75.6
Public / Quasi Public (school)	P/QP (School)	9.62	-	3,454	33,227	37.2	38.0
Public / Quasi Public (Fire Station & Utility Site)	P/QP	7.61	-	1,780	13,546	15.2	15.5
Urban Reserve	UR	20.00	1	728	728	0.8	0.8
Rights-of-Way	ROW	52.04	-	0	0	0	0
Not a Part of This Subdivision	NAPOTS	49.16	-	0	0	0	0
Total		694.4	2,827	-	1,315,659	1,473.7	1,503.2

¹ Demand accounts for 2% system losses.

SINGLE FAMILY RESIDENTIAL WATER USE DISTRIBUTION

Single family residential water use for land use designations for Low-, Medium- and High-Density (LDR, MDR and HDR) parcels can be further divided by the use within the home and the landscape irrigation demands outside of the home.

Table 4 represents the typical single family residential water usage that would be attributable to residential units within the land use designation of LDR and MDR. The percentage of total use will have a different distribution for HDR primarily attributable to the reduction in irrigated landscaped area.

Table 4
Amoruso Ranch Specific Plan
Water Conservation Plan
Single Family Residential Water Usage

Residential Use	Percentage of Total¹
Landscaping	51%
Toilets	13%
Faucets, Cooking, Cleaning	10%
Showers	9%
Clothes Washing	8%
Bath	6%
Toilet Leaks	2%
Dishwasher	1%

Based on historic data the typical split between backyard and front yard irrigation of typical LDR and MDR parcels is approximately sixty-forty, with 60% of the landscape irrigation demand attributable to the backyard and 40% of the landscape irrigation attributable to the front yard. This is the result of typically smaller front yards than backyards along with less

¹ Percentage of total water use was derived from information obtained from the City of Roseville Frequently Asked Questions (FAQ) on the subject of water conservation.

landscape area in the front yard due to driveways and walks. Utilizing this ratio of front yard to backyard irrigation use, results in a further breakdown of the 51% total water use to 20.4% for the front yards and 30.6% for the backyards. The separation of front yard and backyard irrigation demands for LDR and MDR parcels allows analysis and application of different conservation measures between the two distinct areas.

The HDR units typically do not have front yard and backyard irrigation demand; however, there are common area irrigation demands that are attributable to HDR units. Average planning numbers for irrigation demands for HDR units is 20% of the estimated overall water usage. This value is expressed as 20% of the annual irrigation demand and not based on designation of demands split between front and back yard area designations. Table 5 presents a summary of demands based on the assumptions listed above.

Table 5
Amoruso Ranch Specific Plan
Water Conservation Plan
Residential Irrigation Water Demands

Land Use	Annual Demand (AFY)	Annual Demand Front Yard (AFY)	Annual Demand Backyard (AFY)	Annual Total Irrigation Demand (AFY)
Low Density Residential	739.5	150.86	226.29	377.15
Medium Density Residential	200.0	40.80	61.20	102.00
High Density Residential ¹	187.1	N/A	N/A	37.42
Urban Reserve	0.8	0.16	0.24	0.40
Total	1,127.4	191.82	287.73	516.97

¹ Demand for HDR parcels was calculated differently from LDR and MDR parcels, as described above. Demand for HDR parcels was not separated into front yard and backyard demand since traditional front and back yards are not present on HDR parcels.

WATER USE REDUCTION STRATEGIES

A series of implementable water use reduction strategies have been identified for the ARSP Area. These strategies are discussed in more detail in the following subsections of this document, including the estimated percentage of water use reduction.

The water use reduction strategies identified for the ARSP Area include:

- Reduction of Residential Turf Areas
- Reduction of Park and Recreation and Common Area Turf (Non-Residential)
- Irrigation Management
- Water Conservation Methods

REDUCTION OF RESIDENTIAL TURF AREAS

As represented in the previous sections and tables, turf areas account for a significant portion of the water demand of the residential development. In turn, this correlates to one of the greatest opportunities to reduce the projected water demands. The ARSP project will adopt a strategy to encourage the new residential developments to reduce the magnitude of front yard turf areas and plant these areas with vegetation that uses far less water.

The City of Roseville estimates that for a same sized area of turf, in comparison to utilization of low-water consumption vegetation, could result in a savings of up to 70% in the amount of water required. Therefore, 30% of the amount of water would be required for the low consumption vegetation as compared to the lawn area's water demand.

Low water consumption vegetation, benefits not only from the reduced requirement for uptake by the plants, it also benefits from more efficient landscape irrigation systems. Low water consumption vegetation is typically irrigated by drip systems, as opposed to overhead spray systems for lawn and turf areas.

Typical front yard landscaping generally ranges between 75% and 85% irrigated area. For purposes of this analysis, the low-point of 75% irrigated area has been selected with 70% being lawn area and the remaining irrigated area being lower water using plants and planters.

It is reasonable to reduce irrigated lawn areas from 70% of the typical front yard for LDR and MDR, as well as reduce the common area lawns on HDR, to 42%. This results in an increase of low water consumption vegetation from 5% to 33%. An example of the potential reductions in turf area is shown in Figure 5. The comparisons of water demands for irrigation are shown in Table 6.

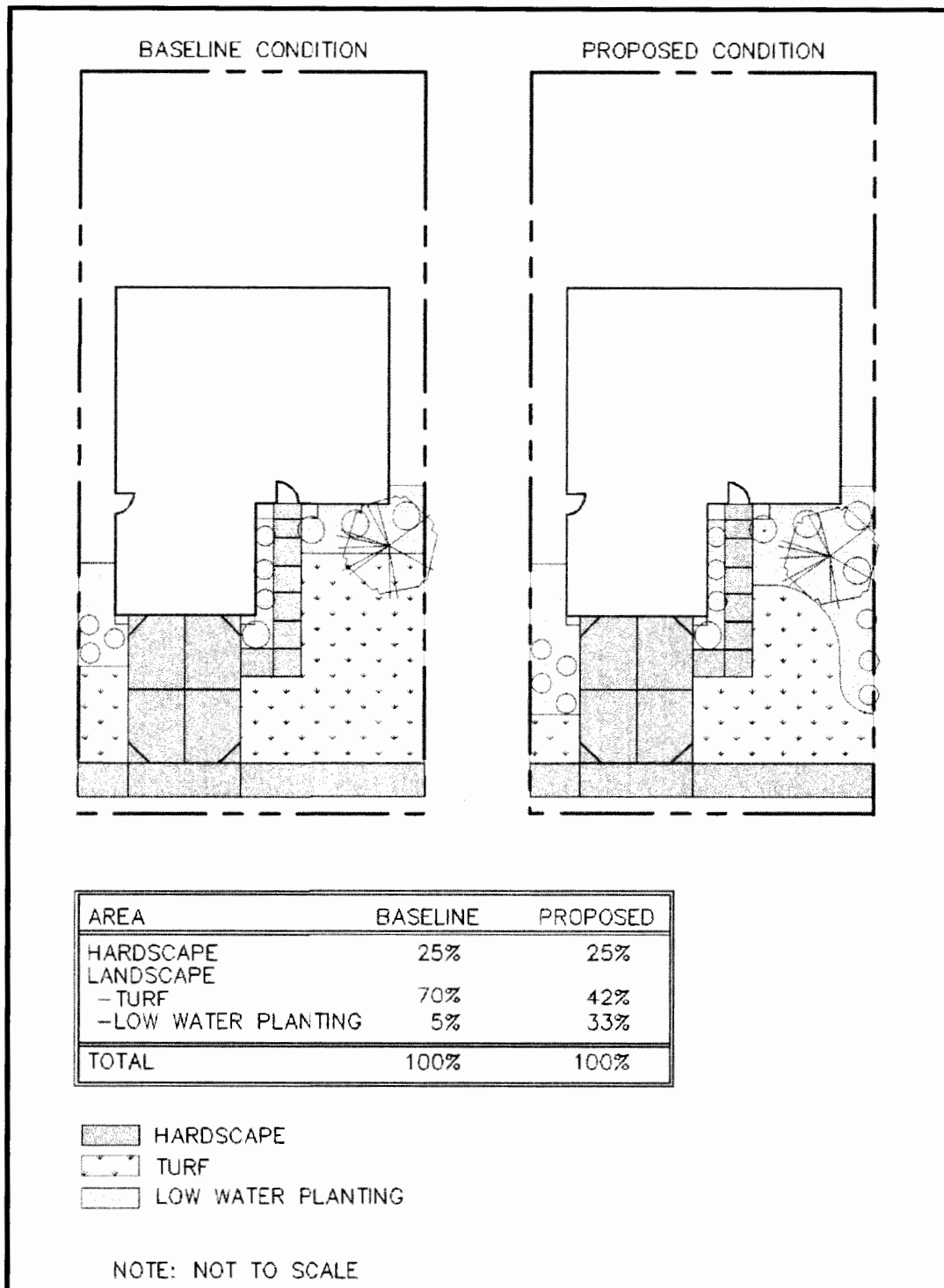


Figure 5 – Front Yard Water Conservation Comparison

Table 6
Amoruso Ranch Specific Plan
Water Conservation Plan
Reduced Landscape Turf Area

Land Use	Front Yard Irrigated Area ¹	Base Condition		Base Condition with Water Conservation	
		Turf Area	Low Water Use Area	Turf Area	Low Water Use Area ²
LDR, MDR and HDR ³	75%	70%	5%	42%	33%

Table 7 is a comparison of the water use efficiencies that result from reduction in front yard turf areas. Since assumptions are based on similar reductions in turf areas for LDR, MDR and HDR product types, the water demands have been combined for presentation.

Table 7
Amoruso Ranch Specific Plan
Water Conservation Plan
Front Yard Irrigated Area Water Efficiencies

Land Use	Annual Demand Front Yard (AFY) ⁴	New Front Yard Demand (AFY)	Annual Demand Savings (AFY)	Annual Demand Savings (%)	Water System Savings
Residential Properties LDR and MDR	191.82	139.24	52.58	27.4%	Potable
HDR	37.42	27.16	10.26	27.4%	Recycled
Total	229.24	166.40	62.84	27.4%	

As an example of how these values were calculated, the calculation for the annual front yard turf demand and the reduced annual front yard demand is presented below.

For the annual front yard turf demand, as calculated for low and medium density residential land uses, 75% of the front yard is landscaped with 70% turf and 5% low water use plantings. Since low water use plantings use 30% of the water required for turf, this 5%

¹ As a percentage of the front yard.

² Includes 5% existing low water use plantings plus 28% new low water use plantings.

³ Represents the percentage of the entire exterior area for HDR.

⁴ Front yard demand from Table 5. HDR is total since there is not a distinction between front and back yards.

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area is equal to 1.5% turf area water demand. This results in the following annual front yard demands:

Turf (LDR & MDR):

$$191.82 \text{ AFY} * \left(\frac{70\%}{71.5\%} \right) = 187.80 \text{ AFY}$$

Low Water Use (LDR & MDR):

$$191.82 \text{ AFY} * \left(\frac{1.5\%}{71.5\%} \right) = 4.02 \text{ AFY}$$

For the reduced annual front yard demand, as calculated for low and medium density residential uses, reducing the base turf area in the front yards from 70% to 42% and replacing that (equivalent to 28%) with low water use plantings resulted in the following annual demands:

Reduced Demand Equation (LDR & MDR):

$$187.80 \text{ AFY} * \left(\frac{42\%}{70\%} + \frac{28\% * 30\%}{70\%} \right) + 4.02 \text{ AFY} = 139.24 \text{ AFY}$$

The same equations were generated for the HDR parcels as follows:

Turf (HDR):

$$37.42 \text{ AFY} * \left(\frac{70\%}{71.5\%} \right) = 36.63 \text{ AFY}$$

Low Water Use (HDR):

$$37.42 \text{ AFY} * \left(\frac{1.5\%}{71.5\%} \right) = 0.79 \text{ AFY}$$

Reduced Demand Equation (HDR):

$$36.63 \text{ AFY} * \left(\frac{42\%}{70\%} + \frac{28\% * 30\%}{70\%} \right) + 0.79 \text{ AFY} = 27.16 \text{ AFY}$$

REDUCTION OF PARK AND RECREATION AND COMMON AREA TURF (NON-RESIDENTIAL)

In addition to the turf areas for residential properties there are additional and significant turf areas throughout a typical development. These areas include the parks, irrigated paseos, commercial centers and school play fields. The estimated turf irrigation demand at each of these uses is as follows:

- It is estimated that parks utilize approximately 98% of their water demand for irrigation and 80% of their irrigated area for turf. This area is assumed to be reduced to 60% with the conversion of turf area (20%) to low water consumption vegetation or other uses.
- For the Roseville area, low water plantings were assumed to use 30% of the water used on turf (a 70% water savings).
- Low water use areas will utilize low volume irrigation systems like a drip or spray system (such as Netafim) designed to achieve a uniformity of 90% rather than an overhead spray irrigation system.
- Paseos are estimated to utilize 100% of their water demand for landscape irrigation. 80% of the paseo area is irrigated turf area. This area is assumed to be reduced to 60% with the conversion of turf area (20%) to low water consumption vegetation or other uses.

Based on these assumptions the water use efficiencies for the parks and paseos have been calculated and are presented in Table 8.

Table 8
Amoruso Ranch Specific Plan
Water Conservation Plan
Non-Residential Irrigated Area Water Efficiencies

Land Use	Annual Water Demand (AFY) ¹	Annual Irrigation Demand (AFY)	Base Turf Area	New Turf Area	Low Water Use Area	New Irrigation Demand (AFY)	Annual Demand Savings (AFY)	Annual Demand Savings (%)	Water System Savings
Park	4.3	4.21	80%	60%	20%	3.48	0.73	17.3%	Potable
Parks	69.8	68.40	80%	60%	20%	56.43	11.97	17.5%	Recycled
Paseos	4.8	4.80	80%	60%	20%	3.96	0.84	17.5%	Potable
Paseos	31.0	31.00	80%	60%	20%	25.58	5.42	17.5%	Recycled
Total	109.9	108.41				89.45	18.96	17.5%	

The new irrigation demand for the Parks is calculated as follows:

$$\frac{68.40 \text{ AFY} * 60\%}{80\%} = 51.30 \text{ AFY}$$

Demand remaining after turf reduction:

$$68.40 \text{ AFY} - 51.30 \text{ AFY} = 17.10 \text{ AFY}$$

Low water plants use 30% of turf demand:

$$17.10 \text{ AFY} * 30\% = 5.13 \text{ AFY}$$

New irrigation demand:

$$51.30 \text{ AFY} + 5.13 \text{ AFY} = 56.43 \text{ AFY}$$

Similarly the new irrigation demand for the Paseos is calculated as follows:

$$\frac{31.00 \text{ AFY} * 60\%}{80\%} = 23.25 \text{ AFY}$$

¹Annual water demand derived from Table 3.

Demand remaining after turf reduction:

$$31.00 \text{ AFY} - 23.25 \text{ AFY} = 7.75 \text{ AFY}$$

Low water plants use 30% of turf demand:

$$7.75 \text{ AFY} * 30\% = 2.33 \text{ AFY}$$

New irrigation demand:

$$23.25 \text{ AFY} + 2.33 \text{ AFY} = 25.58 \text{ AFY}$$

IRRIGATION MANAGEMENT

Smart and centrally located irrigation controllers restrict irrigation to times and rates necessary to maintain landscaping. They account for changes in the demand for water, which varies with weather patterns, seasonal influences and soil moisture content. In the ARSP, smart irrigation controllers, as defined in WELO, will be required for residential, commercial, and quasi-public parcels subject to turf reduction measures, and centrally controlled irrigation controllers for larger commercial and publicly maintained parcels.

As referenced in previous studies for the City of Roseville, a number of studies have been completed specifically on the conversion to smart irrigation controllers and the resultant water savings. Those studies suggest that water use reductions can be expected between 7% and 41%. This is a wide range of variability. Since ARSP is an entirely new development all significant irrigation applications will employ the use of smart irrigation controllers (per WELO). Therefore, a water use reduction value of 20% has been estimated for purposes of this analysis, consistent with previous analyses completed for similar developments within the City of Roseville. The sample calculation is presented below and the values are summarized in Table 9.

Smart Irrigation Equation:

$$139.24 \text{ AFY} * (80\%) = 111.39 \text{ AFY}$$

Table 9
Amoruso Ranch Specific Plan
Water Conservation Plan
Smart Irrigation Controller Water Efficiencies

Land Use	Annual Irrigation Demand (AFY)	New Irrigation Demand w/Controller (AFY)	Annual Demand Savings (AFY)	Annual Demand Savings (%)	Water System Savings
Residential Properties (Front) ¹	139.24	111.39	27.85	20%	Potable
Residential Properties (Back) ²	287.73	230.18	57.55	20%	Potable
Residential Properties (HDR) ³	27.16	21.73	5.43	20%	Recycled
Parks ⁴	3.48	2.78	0.70	20%	Potable
Parks ⁵	56.43	45.14	11.29	20%	Recycled
Paseos ⁶	3.96	3.17	0.79	20%	Potable
Paseos ⁷	25.58	20.46	5.12	20%	Recycled
Total	543.58	434.85	108.73	20%	

WATER CONSERVATION METHODS

There are many water conservation measures that can be implemented throughout the ARSP project. The reality is that a majority of the typical water conservation measures are already required or anticipated to be included in any new projects. These include low flow toilets, low flow shower heads, faucet aerators, etc.

One additional water conservation measure that will be considered for the ARSP project is the inclusion of recirculating hot water systems. Recirculating hot water systems feature a pump on a residential hot water line system which reduces the time necessary to receive hot water at any hot water faucet throughout the home. They provide hot water at the tap

¹ Annual irrigation demand derived from Table 7.

² Annual irrigation demand derived from Table 5.

³ Annual irrigation demand derived from Table 7.

⁴ Annual irrigation demand derived from Table 8.

⁵ Annual irrigation demand derived from Table 8.

⁶ Annual irrigation demand derived from Table 8.

⁷ Annual irrigation demand derived from Table 8.

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immediately upon engaging the hot water faucet, eliminating the waste of water as you wait for the water to transition from the cold water in the pipes to hot water. This type of system can be included on all residential units to generate additional water conservation. The amount of water savings with these systems varies based on the number of times hot water is utilized throughout the day. A typical conservative estimate indicates a water savings of approximately 1.25 gallons per use is saved by having “instant” hot water from the recirculation system. We have estimated that on average this would occur six times per day per residential unit, consistent with previous studies for the City of Roseville.

Re-Circulating Hot Water Equation:

$$2,827 \text{ DU} * 7.5 \frac{\text{gal}}{\text{day}} * \frac{\text{AF}}{325851 \text{ gal}} * 365 \text{ day/yr} = 23.75 \text{ AFY}$$

The estimated savings based on the installation of recirculating hot water systems is shown in Table 10.

Table 10
Amoruso Ranch Specific Plan
Water Conservation Plan
Recirculating Hot Water System Water Efficiencies

Land Use	Dwelling Unit Count	Savings per Dwelling Unit (Gal)	Annual Demand Savings (AFY)	Annual Demand Savings (%)	Water System Savings
Residential Units	2,827	7.5	23.75	1.6%	Potable

SUMMARY

A series of water conservation methods have been proposed for implementation as part of the ARSP project. These methods are readily implemented and are consistent with the goals and objectives of the Amoruso Ranch Specific Plan and the City of Roseville.

Table 11 provides a summary of the water conservation measures and their estimated savings in water use. As shown on Table 11, with implementation of all of the measures an estimated conservation of 14.5% of the projected water use would be realized within the ARSP Area.

Table 11
Amoruso Ranch Specific Plan
Water Conservation Plan
Summary of Water Efficiencies

Water Conservation Opportunity	Total Water Demand (AFY)	Potable Water Savings (AFY)	Recycled Water Savings (AFY)	Annual Demand Savings (AFY)	Annual Demand Savings (%)
Residential Properties Irrigation – Front ¹	1,473.7	52.58	10.26	62.84	4.3%
Non-Residential (Parks, ROW, School) ²		1.57	17.39	18.96	1.3%
Smart Irrigation Controllers ³		86.89	21.84	108.73	7.4%
Recirculating Hot Water System ⁴		23.75	0	23.75	1.6%
Total		164.79	49.49	214.28	14.5%

The actual water conservation savings will be dependent on a number of factors including the participation and adherence by the actual homeowners. Constructing the residential units with a number of these measures already integrated (such as the hot water recirculation systems) will be beneficial to achieving the objective.

For the single family residential land uses there is anticipated to be ongoing outreach by the City to remind and reinforce the need for water conservation. This can include attachments to the water bill, water audits that can be made available to homeowners, the promotion of the City's water conservation website, and the availability of City water conservation staff to respond to specific questions. In addition, outreach can include educating homeowners on how to use and set up smart irrigation controllers along with including the installation and integration into their backyard irrigation system.

Guidance and education for the homeowners with regards to the landscaping of front and backyards will also be part of the overall plan including education in conformance with WELO.

¹ Annual demand savings derived from Table 7.

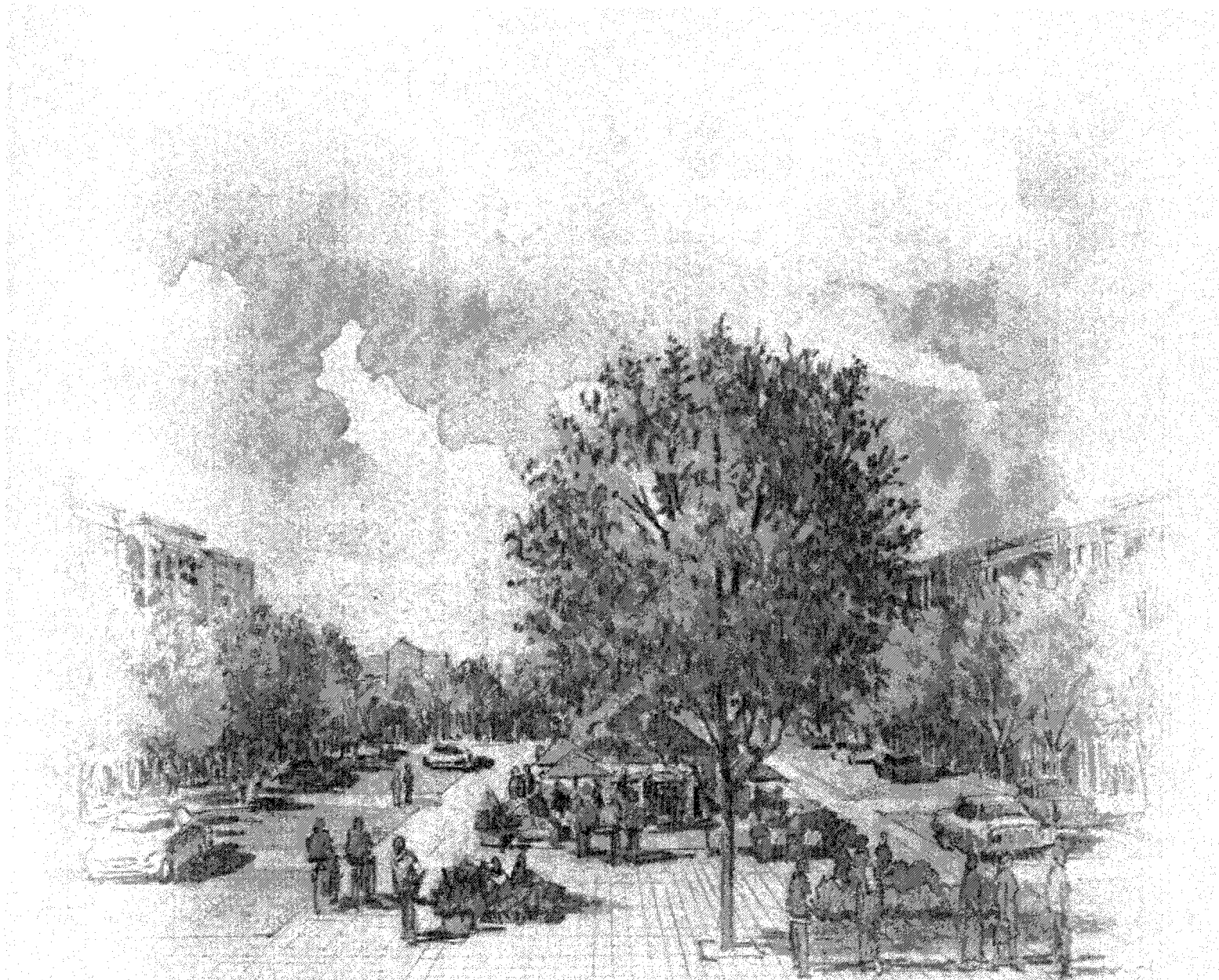
² Annual demand savings derived from Table 8.

³ Annual demand savings derived from Table 9.

⁴ Annual demand savings derived from Table 10.

References

WMH. 2006. *TM 1 - Unit Water Demand Factor Verification and Water Demand Evaluation and Update*. September.



Kimley»Horn

555 Capitol Mall, Suite 300
Sacramento, CA 95814
Phone: 916.858.5800

www.kimley-horn.com

Exhibit N

Water Facilities

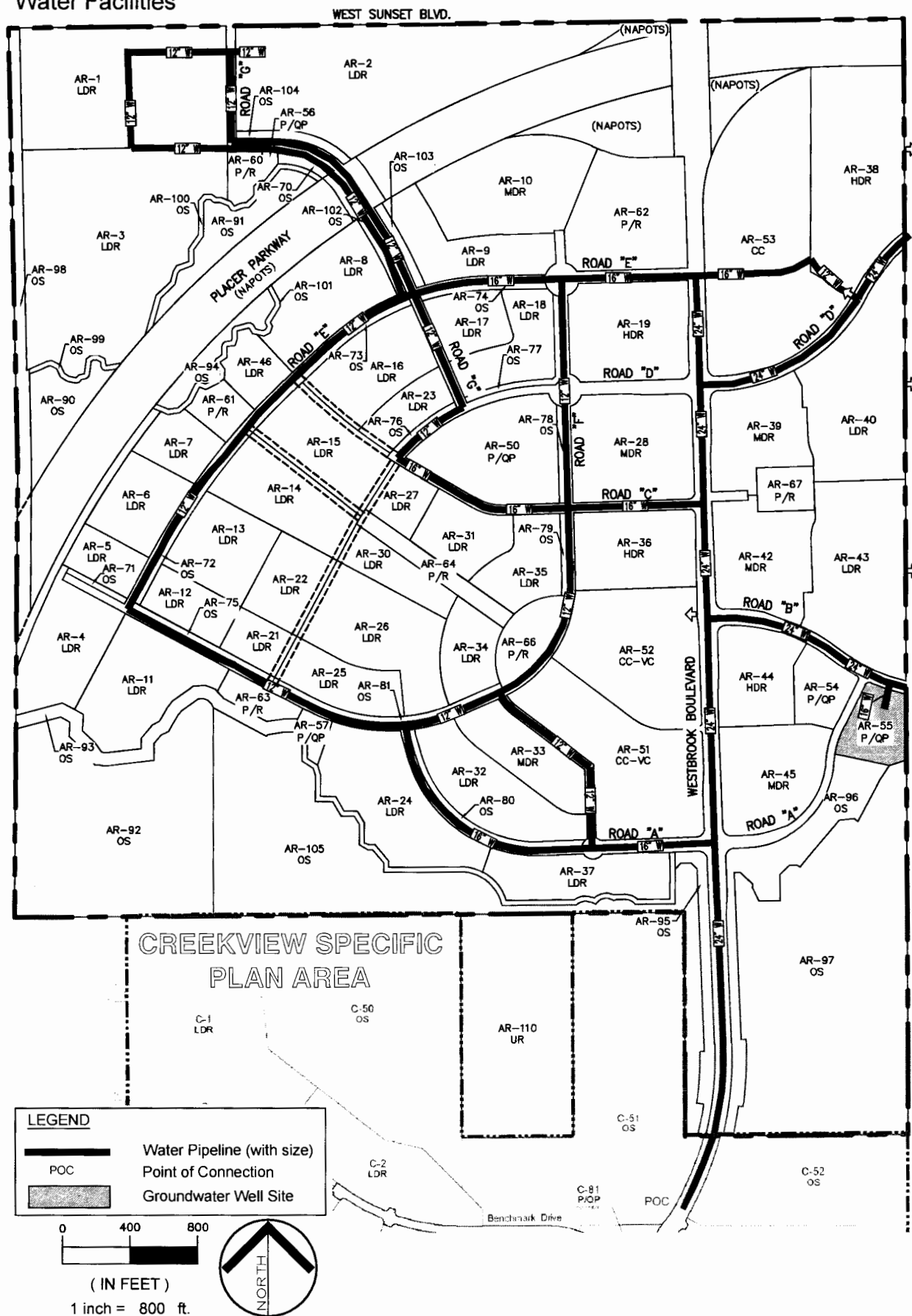
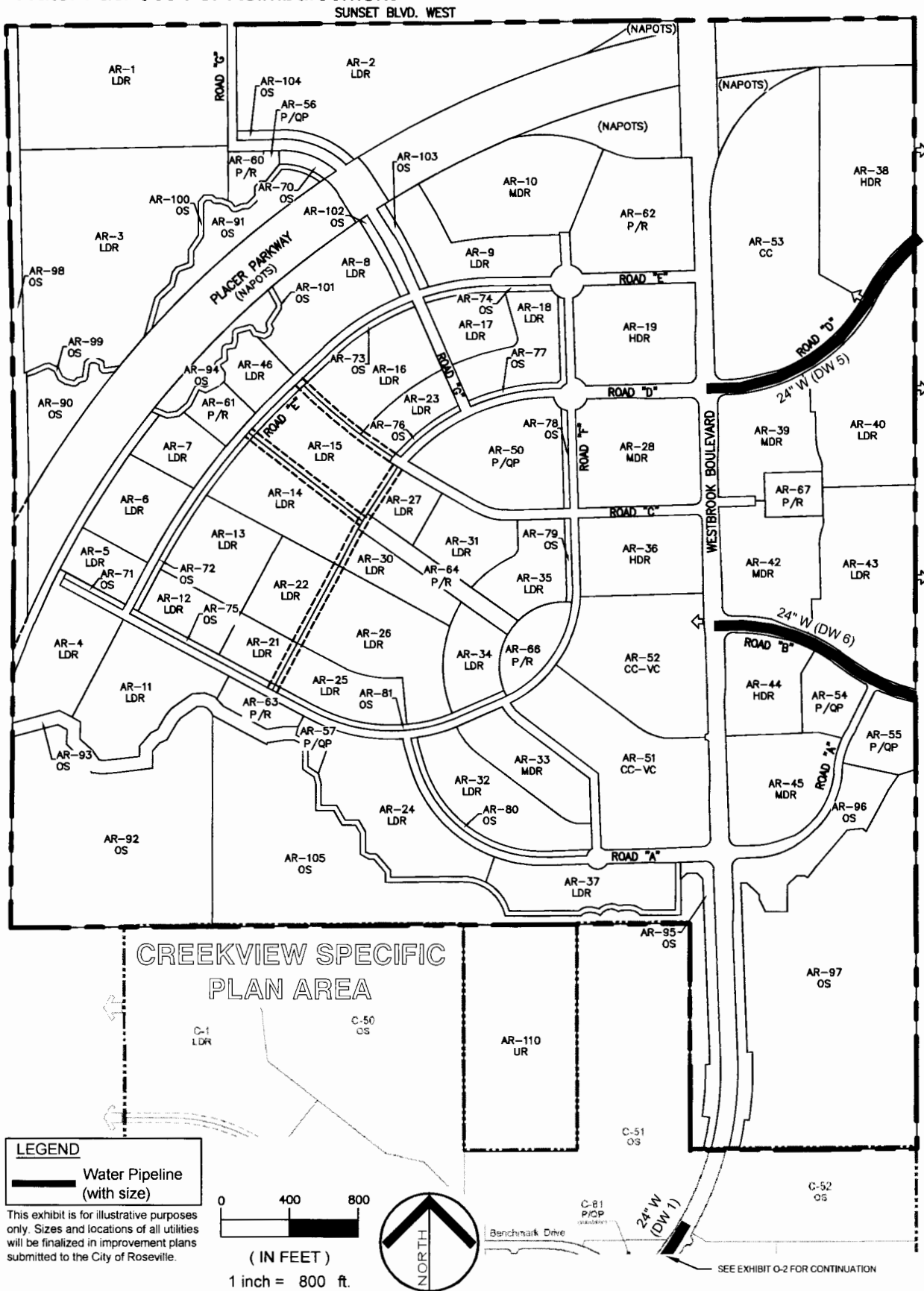
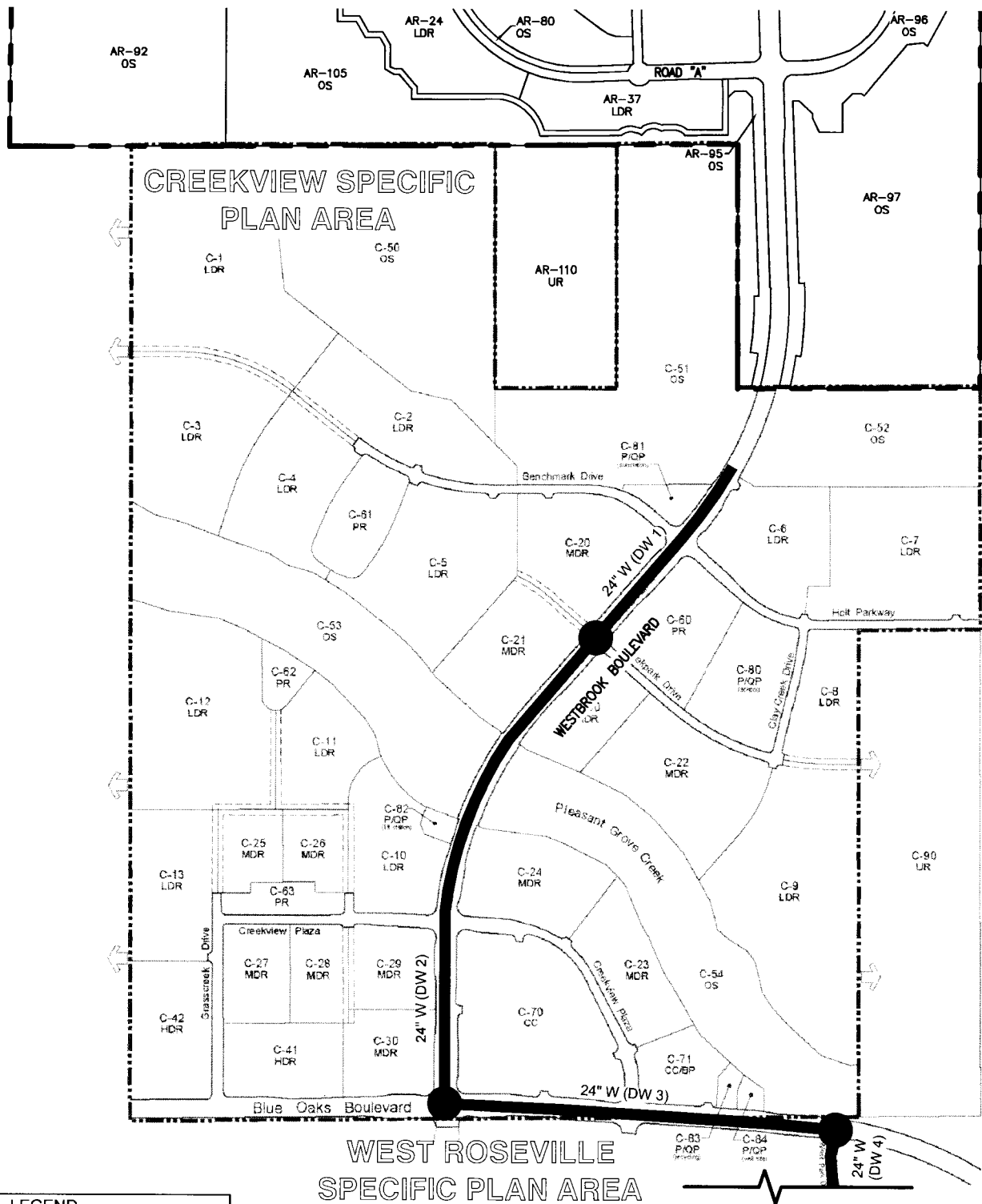


Exhibit O-1 Water Facilities For Reimbursement





**EXHIBIT O-3
WATER REIMBURSEMENT SCHEDULE**

WATER REIMBURSEMENTS									
Reimbursements From ARSP									
No	Water Segment	Size	Approx. Length	Average Day Demand ARSP Flow (gpm)	Average Day Demand Total Flow (gpm) ⁴	Reimbursable Party	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed
1	DW1	24"	1,210'	932	1,603	CSP	\$ 318,240	58.14%	\$185,028
2	DW2	24"	2,790'	932	1,675	CSP	\$ 815,040	55.64%	\$453,503
3	DW3	24"	2,390'	1,328	3,039	CSP	\$ 630,000	43.70%	\$275,301
4	DW4	24"	Per CSP DA ⁷	78	180	CSP	\$ 389,000	43.33%	\$168,567
Reimbursements to ARSP									
No	Water Segment	Size	Approx. Length	Average Day Demand ARSP Flow (gpm)	Average Day Demand Capacity Total Flow (gpm) ⁵	Reimbursable From	Overall Reimbursement Cost	% Reimbursement ⁶	Reimbursement Owed to ARSP
1	DW5	24"	1,610'	106	TBD	Other 3rd Party	\$ 192,480	TBD	TBD
2	DW6	24"	1,280'	37	TBD	Other 3rd Party	\$ 160,250	TBD	TBD

1. Improvements are subject to annual adjustments for CCI.
2. Reimbursement estimate is based on the Creekview Specific Plan Development Agreement.
3. No water conservation measures were factored into the analysis.
4. Total flow includes Creekview SP and may include other third parties. See Creekview DA Exhibit U and Exhibit V.
5. Based on the ability to provide water to the potential future Placer Ranch with the 24" water line. Flows to be determined at time of development application for future Placer Ranch.
6. % Reimbursement to be determined at time of development processing for Placer Ranch.
7. Flowrates from Table 5 CSP Exhibit V - Scenario 2.

Exhibit P Recycled Water Facilities

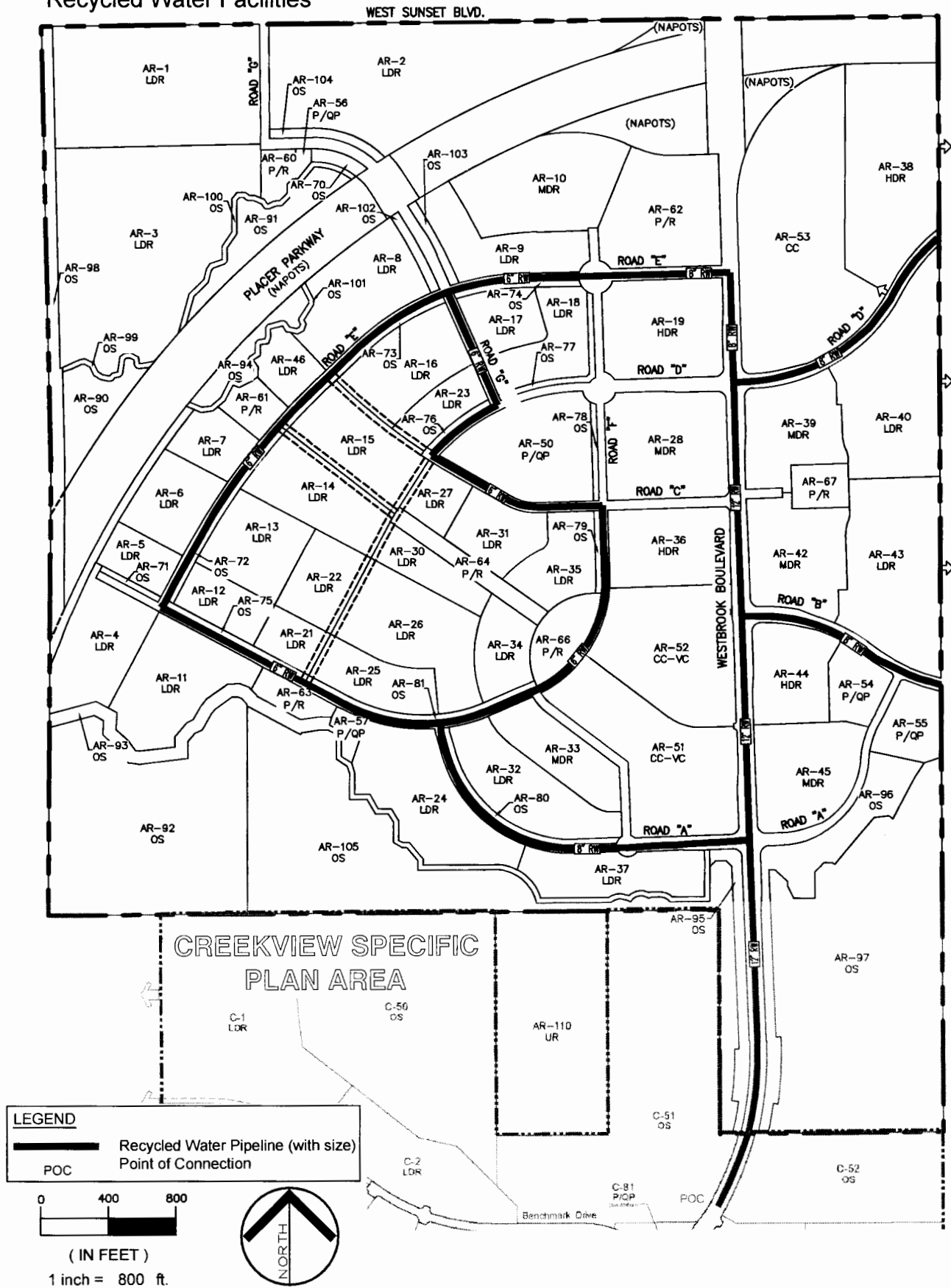


Exhibit Q-1

Offsite Recycled Water Facilities For Reimbursement

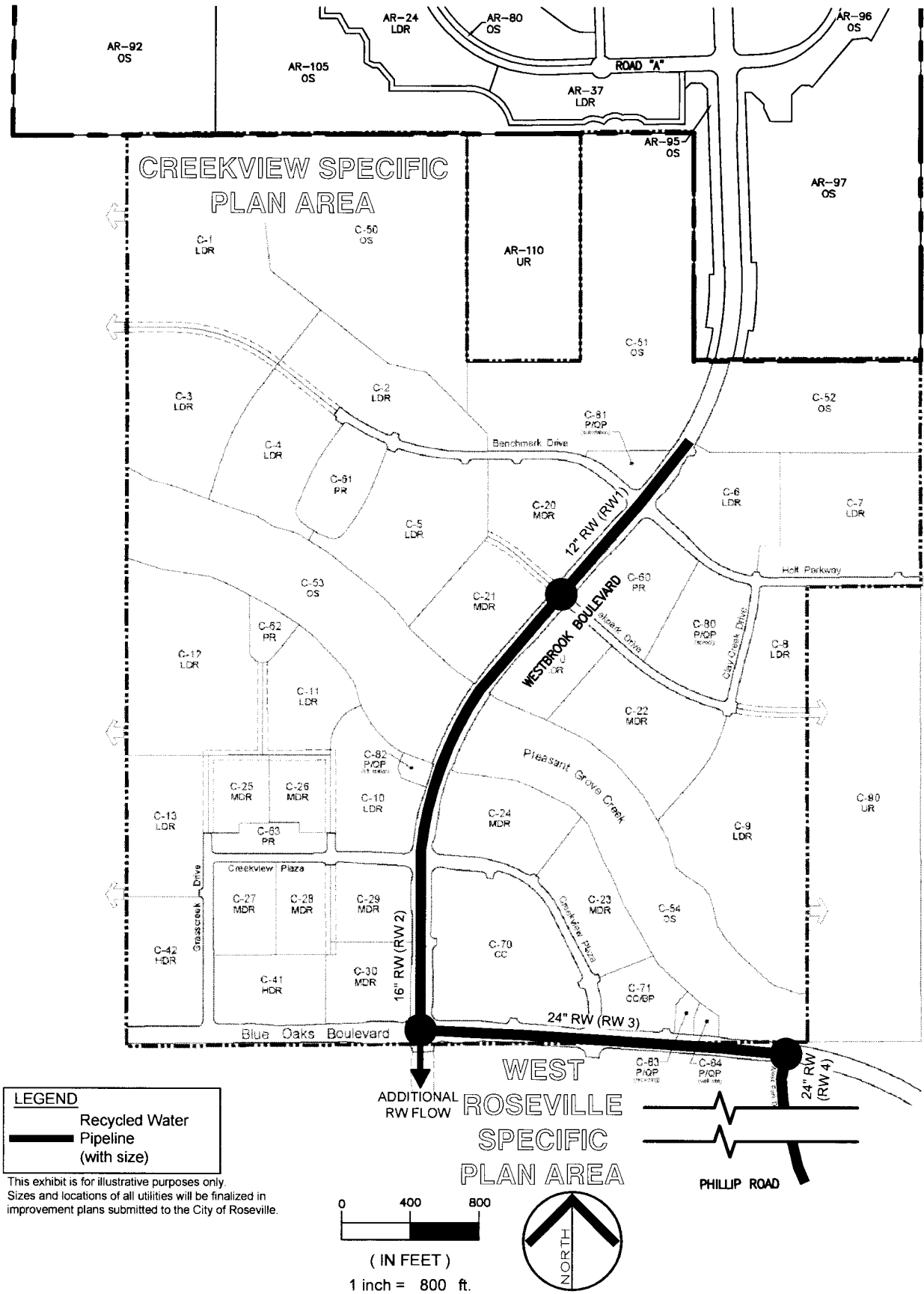


EXHIBIT Q-2
OFFSITE RECYCLED WATER REIMBURSEMENT SCHEDULE

RECYCLED WATER REIMBURSEMENTS									
Reimbursements From ARSP									
No	Recycled Water Segment	Size	Approx. Length	Peak Day Demand ARSP Flow (gpm)	Peak Day Demand Total Flow (gpm) ⁴	Reimbursable Party	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed
1	RW1	12"	1,210'	1,726	2,995	CSP	\$ 121,608	57.63%	\$70,082
2	RW2	16"	2,820'	1,726	3,101	CSP	\$ 477,648	55.66%	\$265,856
3	RW3	24"	2,400'	1,726	13,061	CSP	\$ 510,000	13.21%	\$67,396
4	RW4	24"	2,235'	1,726	13,061	CSP/WRSP	\$ 475,000	13.21%	\$62,771

Note:

1. Improvements are subject to annual adjustments for CCI.
2. Reimbursement estimate is based on the Creekview Specific Plan Development Agreement.
3. No recycled water conservation measures were factored into the analysis.
4. Total flow includes Creekview SP and may include other third parties. See Creekview DA Exhibit X and Exhibit Y. Utilized Scenario 2 (CSP Exhibit Y), updated for projected ARSP demands.

Exhibit R Drainage Facilities

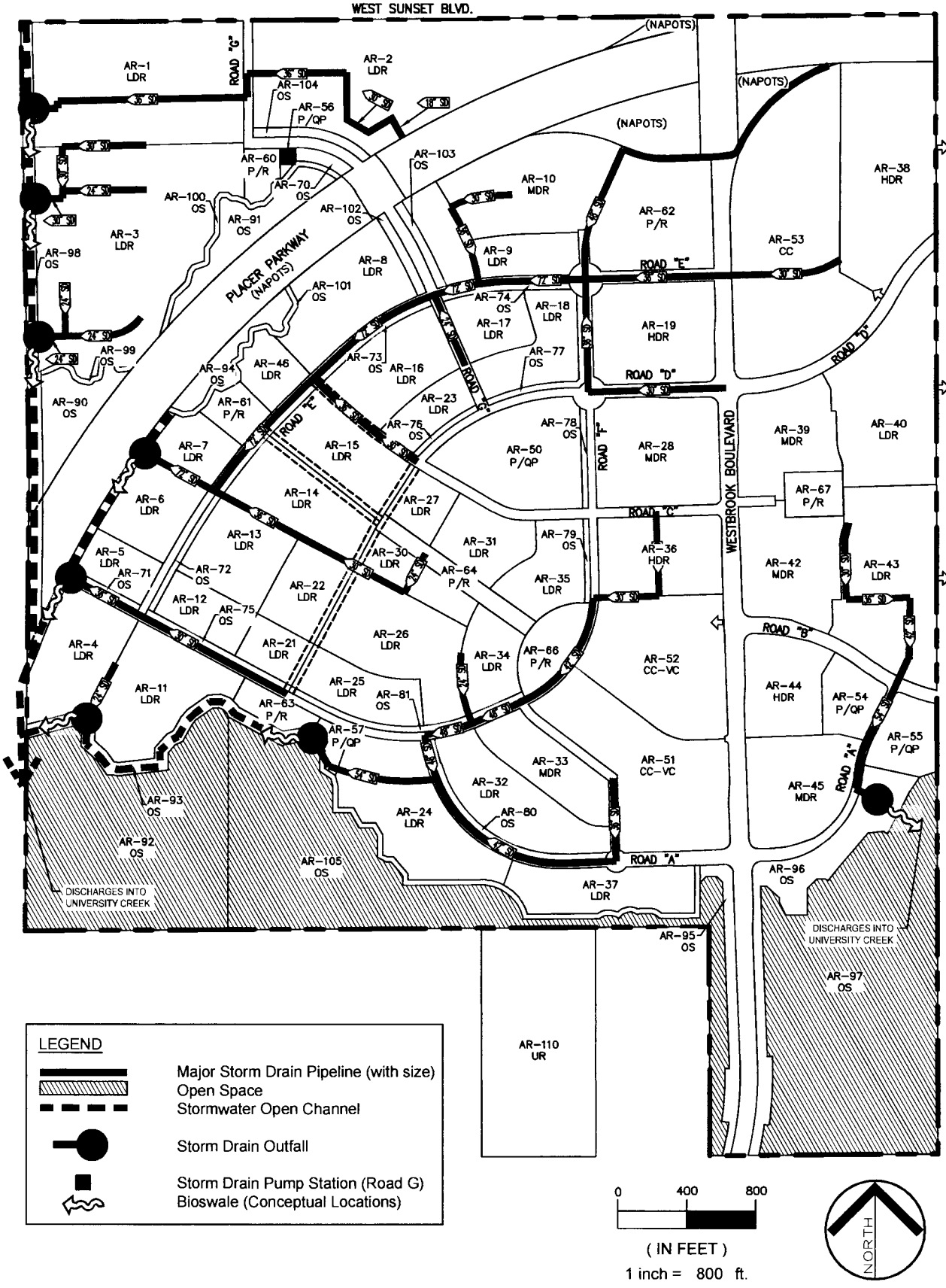
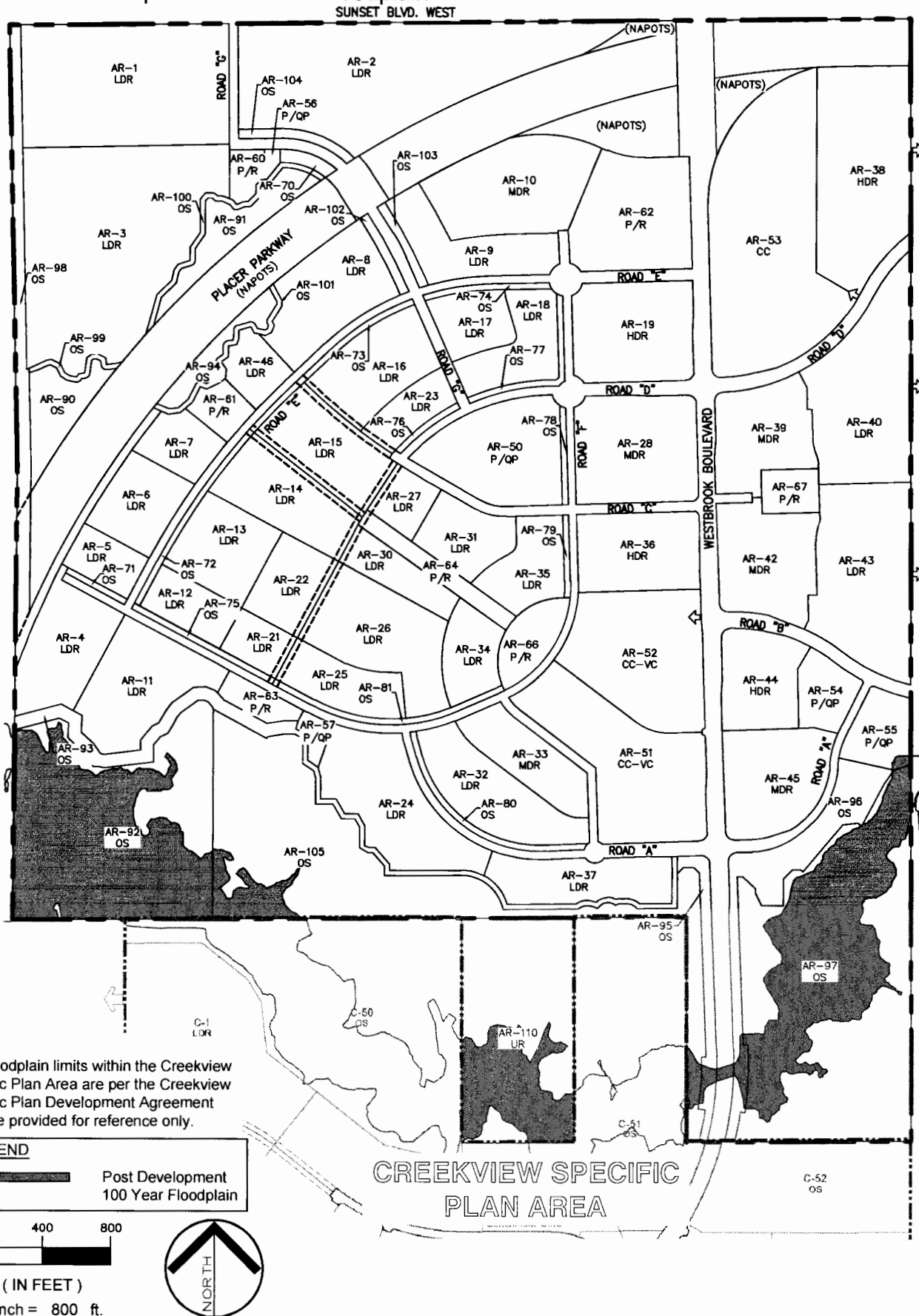


Exhibit S Post Development 100 Year Floodplain



Note:
The floodplain limits within the Creekview
Specific Plan Area are per the Creekview
Specific Plan Development Agreement
and are provided for reference only.

Exhibit T Fiber Optic Improvements

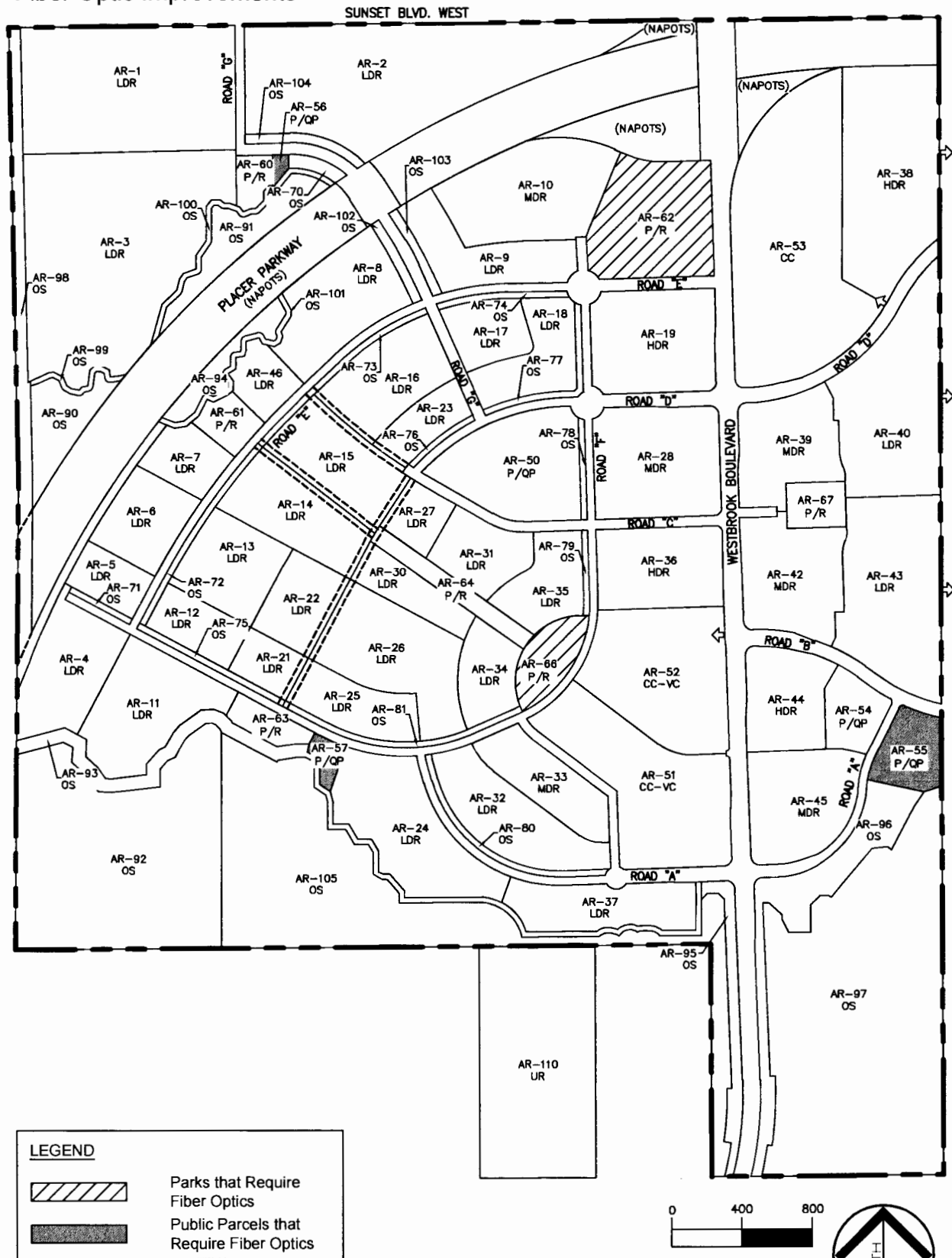
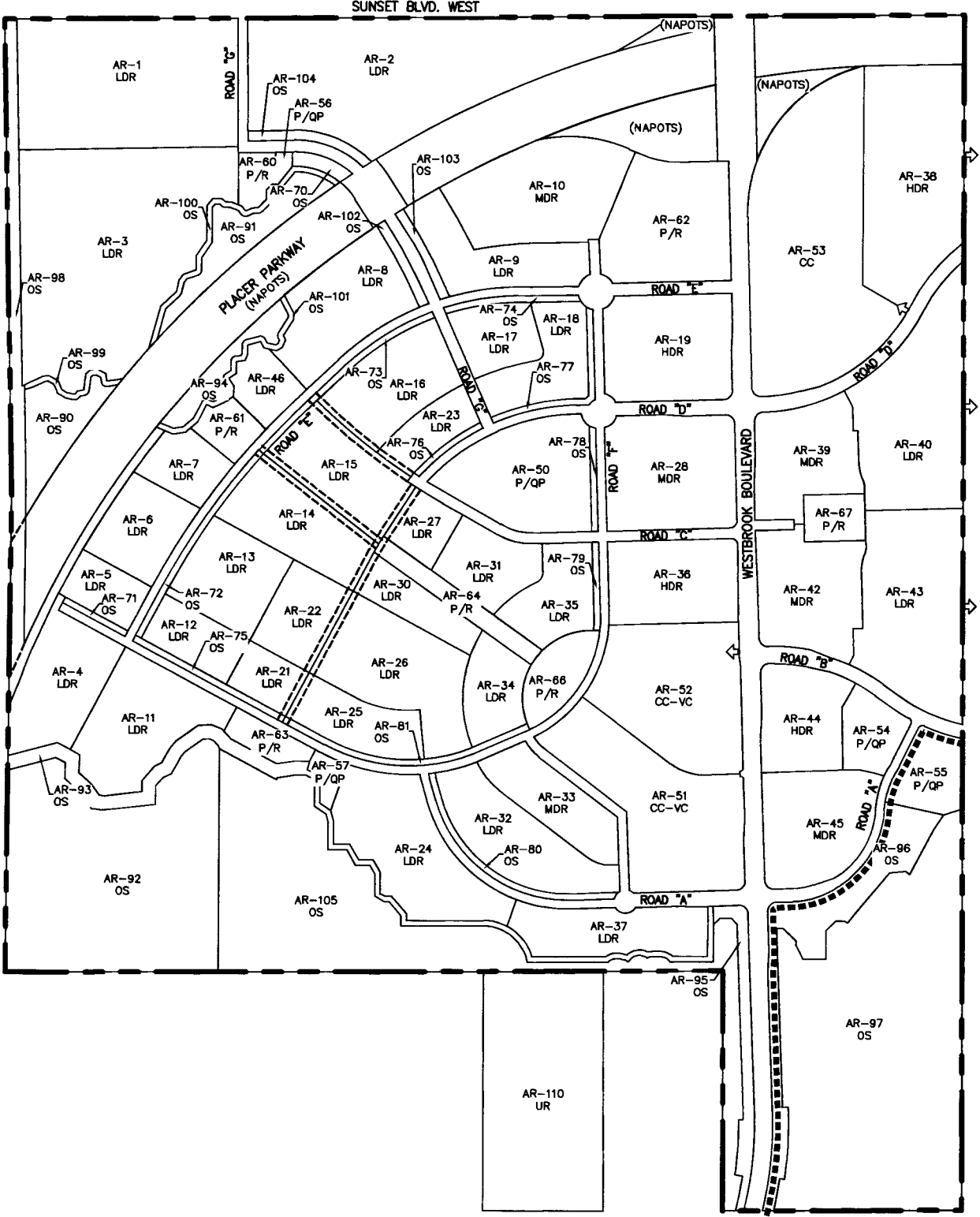


Exhibit U
60kV Easement Areas



LEGEND

----- 60kV Easement

0 400 800

(IN FEET)

1 inch = 800 ft.

NORTH

Exhibit V

Parks and Open Space

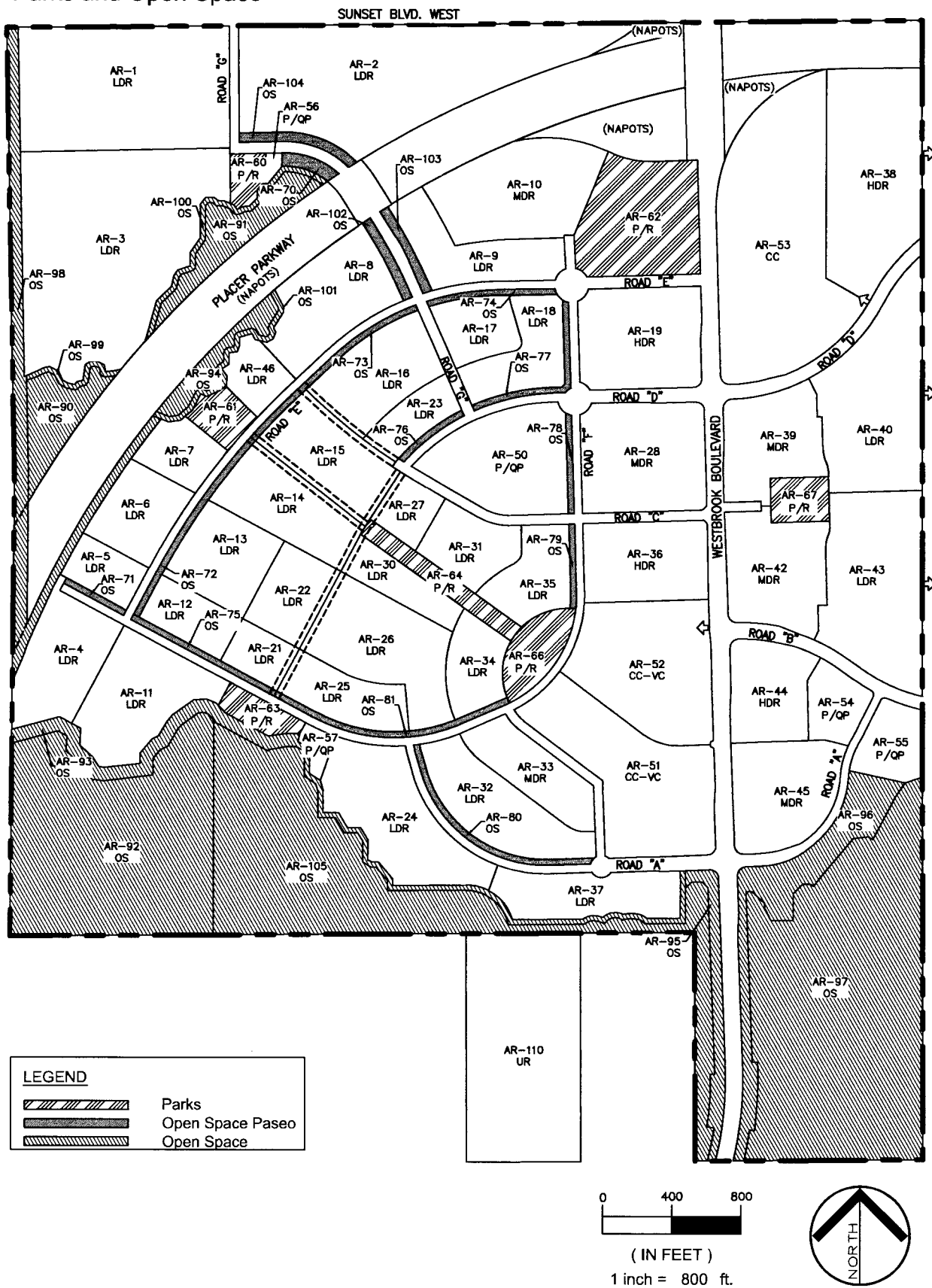


Exhibit W
Parks Financing Plan

Amoruso Ranch
Parks Financing Plan
May 5, 2016

Prepared for:
Brookfield Residential

Prepared By:



4380 AUBURN BOULEVARD
SACRAMENTO, CALIFORNIA 95841

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I. Introduction

Purpose of Report

This Parks Financing Plan was prepared for the Amoruso Ranch Specific Plan (“Project”) by Development Planning and Financing Group, Inc. (“DPFG”) as a strategy to fund and maintain the parks, bike trails, and paseos that are proposed in the Project. This document is an expansion of the Amoruso Ranch Public Facilities Financing Plan, and provides additional details regarding the costs and funding of neighborhood parks, citywide parks, bike trails, and paseos. The findings will provide a clear understanding of how the parks plan is feasible, the funding structure, and overall costs associated with the Project.

II. Amoruso Ranch Specific Plan

Parks and Open Space

The City of Roseville’s Parks and Recreation Master Plan requires a ratio of 9 acres of parkland per 1,000 residents. The 9 acres of parkland includes; 3 acres/1,000 residents for neighborhood parks, 3 acres/1,000 residents for citywide parks, and 3 acres/1,000 residents for open space.

The parks program developed for Amoruso Ranch includes 157 acres of parkland on-site, including open space. The Project meets the neighborhood park and open space dedication requirement with at least 22.14 acres of each, but does not provide a citywide park. The project will pay a Citywide Park Fee which includes funding for park improvements and land (through an in-lieu calculation). Through the Citywide Park Fee, Amoruso Ranch will contribute its fair share to the creation of other planned facilities in the City. **Table 1** shows the required park acreage under the City’s current Master Plan and project population assumptions. The developer is responsible for the budgeted park costs and the developer or City will be responsible for the construction of all the parks.

Seven neighborhood parks have been distributed throughout the Project. **Map 1** shows the location of all the neighborhood parks in the Amoruso Ranch project.

Bike Trails and Paseos

The bike trails and paseos planned within the Project are mainly located along roadways. Bike trails take the form of Class 1, Class 1A, Class 2, and Class 3. Only the Class 1 bike trails are located away from a roadway, and this bike trail class occurs on the south western portion of the Project and along Westbrook Boulevard through the southern open space. The paseos are expanded areas in addition to the normal landscaping along roadways. **Map 1** illustrates the paseos, while **Map 2** shows the bike trails.

III. Neighborhood Park Improvements

Facility Costs

Table 2 shows the total estimated neighborhood park facility costs. The parks program costs are estimated at roughly \$7.1 million. The cost of the parks and recreation facilities include, but are not limited to, the following types of facilities:

- Landscaping
- Restrooms
- Parking
- Recreational fields
- Playgrounds
- Picnic areas

Detailed park improvements and costs are provided by The Collaborative West, and are attached as **Appendix A**.

Phasing

The development of Phase 1 would have park improvements that correspond to the amount of initial residential development. These improvements include five neighborhood parks at a size of 1.72 acres, 1.87 acres, 2.12 acres, 2.0 acres, and 3.04 acres, for a total of 10.75 acres. The estimated facilities cost for the park improvements for Phase 1 is approximately \$3.9 million.

Funding Strategy – Existing Fee Programs

The neighborhood park impact fee funds the neighborhood park improvements in Amoruso Ranch. **Table 3** creates an updated fee for the Project by allocating the total neighborhood park improvement costs on a per residential unit basis. The costs were spread to the different residential land uses based on the persons per household that vary by unit size, using the same methodology as previous specific plans. This was done to create a tiered rate so that an HDR unit is not paying the same amount as an LDR unit.

Table 4 shows the neighborhood park impact fee revenues for Phase 1 and Build out.

IV. Citywide Park Improvements

The Citywide Park Improvement Fee funds the Project's fair share of the construction costs of a citywide park and the Citywide Park Land In-Lieu Fee will provide funding for the purchase of land that was not provided on site for a citywide park.

Facility Costs

Table 5 shows the total facility improvement costs and estimated in-lieu land costs. The Project's share of the citywide facilities costs are calculated by using the current Citywide Park Fee. The base fee for citywide park development is \$2,111. A credit of \$657 has been applied making the citywide park fee for ARSP \$1,454 per unit.

Land Component

The Citywide Park land in-lieu was calculated using the acreage requirement determined in **Table 1**, multiplied by the land appraisal value of \$135,000 per acre. This is the same value used in previous specific plans. A total in-lieu estimate of \$2,988,900 was calculated for the ARSP. The land in-lieu fee per unit for citywide is \$1,058 per unit.

Summary

The total citywide park improvement fee for facility costs and land in-lieu is \$2,512 per unit.

The Citywide Park funds will be used to purchase land and/or build citywide park facilities in other locations throughout the City. Amoruso Ranch is currently not planned for citywide facilities to be built within the plan area.

Funding Strategy - Existing Fee Programs

The Citywide Park fee will fund the citywide park facilities throughout the City, and the in-lieu component will fund future land acquisitions or additional construction. **Table 6** creates the Citywide Park fee for the Amoruso Ranch project by allocating the total costs (construction and in-lieu) on a per residential unit. The costs were spread to the different residential land uses based on the persons per household that vary by unit size, using the same methodology as previous specific plans. This was done to create a tiered rate so that an HDR unit is not paying the same amount as an LDR unit.

Table 7 shows the citywide park fee revenues for Phase 1 and Build out.

V. Bike Trail Improvements

In the Amoruso Ranch project the Class 1 bike trail system is integrated with open space along the south west corner of the development and along Westbrook Boulevard in the open space on the south end of the development. **Map 2** illustrates the proposed bike trails in the project. The Class 1 bike trail system along with the other bike trails incorporated with the roadways (Class 1A, 2, and 3) are all included in the roadway backbone infrastructure costs outlined in the Amoruso Ranch Public Facilities Financing Plan. The developer will build these improvements as required, and as development progresses.

Phasing

The development of the Class 1 bike trail will occur entirely with the Phase 1 development.

Funding Strategy – Developer Built

The bike trail facilities will be built by the developer, without the formation of a fee program. These improvements will be an eligible facility to be funded and/or reimbursed by the project CFD when formed.

VI. Paseo Improvements

The paseos in Amoruso Ranch run along some segments of collector roadways. Paseos are expanded areas, in addition to landscape corridors with grass, trees, landscaping, and contain no facilities. **Map 1** illustrates the proposed layout of the paseos in the project. All of the paseo costs are included in the roadway backbone infrastructure costs outlined in the Amoruso Ranch Public Facilities Financing Plan. The developer will build these improvements as required, and as development progresses.

Phasing

The development of Phase 1 includes paseo improvements within the residential area on Road “E”, “F”, and Road “A”, while the remaining improvements will be built in Phase 2 and 3 along Roads “F”, “G”, “E”, and “D”.

Funding Strategy – Developer Built

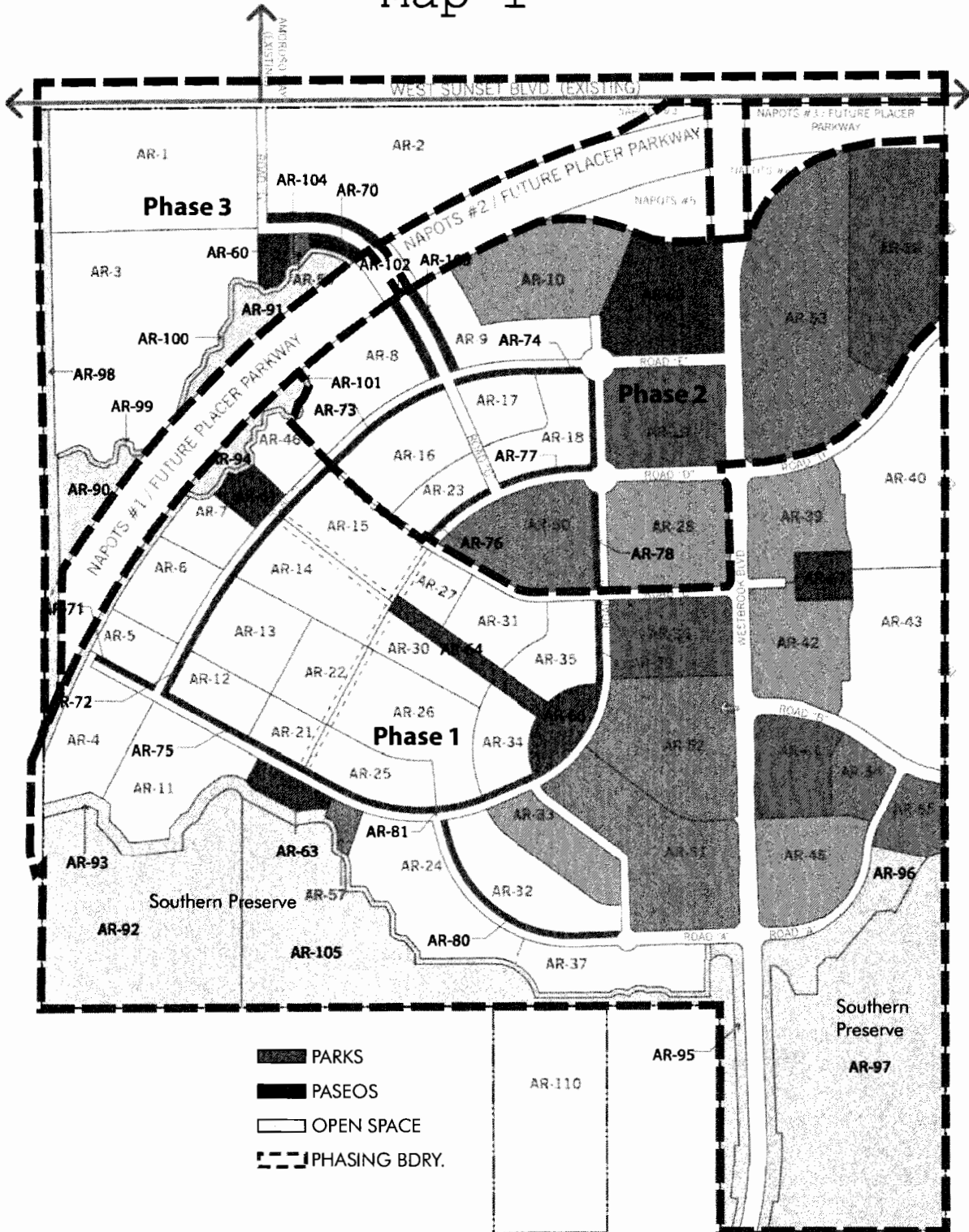
The paseo facilities will be built by the developer, without the formation of a fee program. These improvements will be an eligible facility to be funded and/or reimbursed by the project CFD when formed.

VII. Community Facilities District for Maintenance

The Developer will form a CFD for maintenance to finance the cost of operating and maintaining streets, landscaping, open space, parks, trails, paseos and storm water in the Project. A Rate and Method of Apportionment will be required in establishing a method of tax, a maximum special tax amount, and any escalation factors that will be implemented to allow the annual special tax to keep pace with inflation. **Table 8** details the quantities and cost assumptions to be used in the formation of the CFD with the exception of open space related items, while **Table 9** allocates the costs across the various product types to estimate the special tax amount. An updated Property Analysis Record (“PAR”) will be required prior to CFD formation and based on 404 permit conditions, an inventory of all environmentally sensitive/protected areas within the open space, approved improvements, any mitigation requirements, final drainage channel design, vehicular access for maintenance, ultimate width of transition area, all ARSP specific permits, and other requirements/improvements outlined in the Overarching Open Space Management Plan and consistent with state/federal permits.

The maintenance CFD does not include the 645.5 acres of off-site open space. These parcels will be either conveyed to the City, pending agreed upon parameters for acceptance or deeded to a third party entity. If the City accepts these parcels, landowner shall annex these sites into the CFD for maintenance prior to formation. A PAR analysis for the cost of service shall be prepared prior to annexation.

Map 1



AMORUSO RANCH - Phasing Plan

BROOKFIELD RESIDENTIAL, ROSEVILLE, CA



JOB NO. 316.002
DATE 04-26-16
5865 Owens Drive
Pleasanton, CA 94588
925-251-7200



Map 2

CIRCULATION PLAN

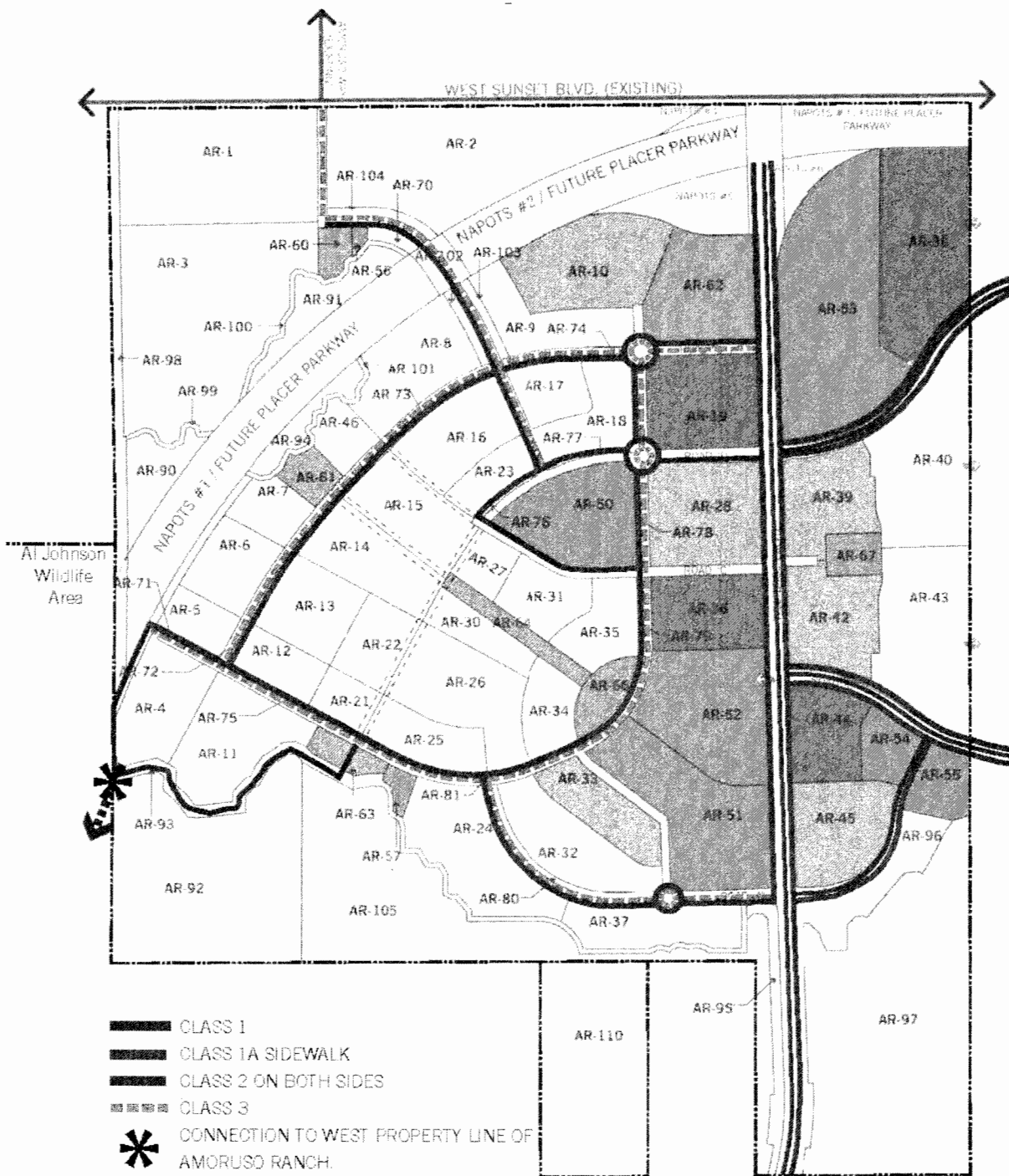


Figure 7.6 Bikeways

Table 1
Amoruso Ranch Specific Plan - Park Financing Plan
Amoruso Ranch Parks Acreage

Park Type	Assumption	Acres Required	Acres Provided	Surplus/ (Deficit)
<i>Population(2.61/pph)</i>	<i>7,376</i>			
Neighborhood Park	3 acres/1,000 pop.	22.14	22.14	0.00
Citywide Park	3 acres/1,000 pop.	22.14	0.00	-22.14
Open Space ²	3 acres/1,000 pop.	22.14	134.81	112.67
Total Park Land		66.30	156.95	

Footnotes:

¹Persons per household per Amoruso Ranch Specific Plan.

²See detailed breakdown of open space acres on Table 8. Credit provided for preserve area and avoidance area only.

Table 2
Amoruso Ranch Specific Plan - Park Financing Plan
Neighborhood Park Costs (2016\$)

Item	Phase 1		Buildout	
	Acres	Amount	Acres	Amount
Neighborhood Park				
AR-60	-	-	1.28	\$374,677.00
Contingency (15%)		-		\$56,201.55
Soft Costs (13%)		-		<u>\$56,014.21</u>
Subtotal		-		\$486,892.76
AR-61	1.87	\$411,755.50	1.87	\$411,755.50
Contingency (15%)		\$61,763.33		\$61,763.33
Soft Costs (13%)		<u>\$61,557.45</u>		<u>\$61,557.45</u>
Subtotal		\$535,076.27		\$535,076.27
AR-62	-	-	10.11	\$2,064,735.00
Contingency (15%)		-		\$309,710.25
Soft Costs (13%)		-		<u>\$308,677.88</u>
Subtotal		-		\$2,683,123.13
AR-63	1.72	\$520,878.00	1.72	\$520,878.00
Contingency (15%)		\$78,131.70		\$78,131.70
Soft Costs (13%)		<u>\$77,871.26</u>		<u>\$77,871.26</u>
Subtotal		\$676,880.96		\$676,880.96
AR-64	2.12	\$746,150.50	2.12	\$746,150.50
Contingency (15%)		\$111,922.58		\$111,922.58
Soft Costs (13%)		<u>\$111,549.50</u>		<u>\$111,549.50</u>
Subtotal		\$969,622.57		\$969,622.57
AR-66	3.04	\$893,350.00	3.04	\$893,350.00
Contingency (15%)		\$134,002.50		\$134,002.50
Soft Costs (13%)		<u>\$133,555.83</u>		<u>\$133,555.83</u>
Subtotal		\$1,160,908.33		\$1,160,908.33
AR-67	2.00	\$480,750.00	2.00	\$480,750.00
Contingency (15%)		\$72,112.50		\$72,112.50
Soft Costs (13%)		<u>\$71,872.13</u>		<u>\$71,872.13</u>
Subtotal		\$624,734.63		\$624,734.63
Total	10.75	\$3,967,222.76	22.1	\$7,137,238.65

Source: The Collaborative West Opinion of Probable Costs 3/23/2016, & Kimley-Horn.

Table 3

**Amoruso Ranch Specific Plan - Park Financing Plan
Neighborhood Park Cost Allocation**

Source	Total	Residential			Non-Residential	
		LDR	MDR	HDR	CC	CMU
Acres	388.3	248.8	50.3	38.2	23.9	21.8
Units	2,826	1,302	542	873	-	-
Square Feet	476,524	-	-	-	238,948	237,576

Neighborhood Parks

Table 2

Use Factor ¹	\$7,137,239	PPH			PPH	
Total Use	6,423.09	2.61	2.23	1.85	1.85	-
Percentage of Total Use	100%	3,398.22	1,208.55	1,614.71	201.61	-
Cost Allocated to Use		53%	19%	25%	3%	
Neighborhood Parks Allocation per Unit/Sq.Ft.		\$3,776,051.65	\$1,342,926.51	\$1,794,237.69	\$224,022.80	
		\$2,900.19	\$2,477.72	\$2,055.26	\$2,055.26	

Footnotes:

¹The persons per household ("PPH") use factor assumed here, matches the average PPH of the City with an LDR unit. To create a tiered fee, the assumed PPH for the MDR and HDR land uses are then shown at a reduced amount. This methodology is consistent with what was done in the prior SVSP and CSP. The prior specific plans used an average PPH of 2.54, and thus land uses were assigned a PPH of 2.54 (LDR), 2.17 (MDR), and 1.8 (HDR). The updated factors assume the same percentage allocation of costs by land use as the prior specific plans, by using a PPH of 2.61 (LDR), 2.23 (MDR), and 1.85 (HDR).

Table 4
Amoruso Ranch Specific Plan - Park Financing Plan
Park Fee Revenue by Phase (Neighborhood/Community Park Component)

Item	Phase 1 Revenues			Build Out Revenues		
	Units	Rate ¹	Total ¹	Units	Rate ¹	Total ¹
Residential						
Low Density	848	\$2,900.19	\$2,459,363.90	1,302	\$2,900.19	\$3,776,051.65
Medium Density	275	\$2,477.72	\$681,374.15	542	\$2,477.72	\$1,342,926.51
High Density	372	\$2,055.26	\$764,554.89	982	\$2,055.26	\$2,018,260.49
Subtotal Residential			\$3,905,292.94			\$7,137,238.65
Nonresidential						
Community Commercial			\$0.00			\$0.00
Commercial/Mixed Use			\$0.00			\$0.00
Subtotal Nonresidential			\$0.00			\$0.00
Total Fee Program Revenue (Neighborhood Park)			\$3,905,292.94			\$7,137,238.65
Total Neighborhood Park Costs (Table 2)			\$3,967,222.76			\$7,137,238.65

Footnotes:

¹This park significantly serves Phase 2. Early in the absorption of Phase 2 (approximately 21 units), combined with funding from Phase 1, sufficient funding will be available to construct AR-61.

Table 5
Amoruso Ranch Specific Plan - Park Financing Plan
Citywide Park Construction & In-Lieu Costs

	<u>Rate</u>
Citywide Park Fee Base Rate	\$2,111
Land Fee Portion ¹	\$657
Construction Fee Portion	\$1,454
Amoruso Ranch Citywide Park Construction	
ARSP units	2,826
Construction Fee Portion per Unit	<u>\$1,454</u>
Total Citywide Construction Amount	\$4,109,004
Amoruso Ranch In-Lieu of Park Acreage	
ARSP Citywide Acres Required (per Table 1)	22.14
Land Value per Acre ²	<u>\$135,000</u>
Total In-Lieu Amount	\$2,988,900
Total Citywide Park Funding	\$7,097,904

Footnotes:

¹This portion of the base fee is excluded to avoid double charging, as the ARSP will calculate the in-lieu portion of the fee based on \$135,000/acre.

²Per adopted in-lieu fee for both SVSP and CSP.

Table 6

**Amoruso Ranch Specific Plan - Park Financing Plan
Citywide Park Cost (Construction and In-Lieu) Allocation**

Source	Total	Residential				Non-Residential	
		LDR	MDR	HDR	CMU	CC	CMU
Acres	388.3	248.8	50.3	38.2	5.5	23.9	21.8
Units	2,826	1,302	542	873	109	-	-
Square Feet	476,524	-	-	-	-	238,948	237,576
Table 5							
Citywide Parks (Construction)	\$4,109,004	PPH				PPH	
Use Factor ¹		2.61	2.23	1.85	1.85	-	-
Total Use	6,423.09	3,398.22	1,208.55	1,614.71	201.61	-	-
Percentage of Total Use	100%	53%	19%	25%	3%	-	-
Cost Allocated to Use		\$2,173,923.57	\$773,140.80	\$1,032,966.70	\$128,972.93	-	-
Citywide Parks Construction Allocation per Unit/Sq. Ft.		\$1,669.68	\$1,426.46	\$1,183.24	\$1,183.24	-	-
Table 5							
Citywide Parks (In-Lieu)	\$2,988,900	PPH				PPH	
Use Factor ¹		2.61	2.23	1.85	1.85	-	-
Total Use	6,423.09	3,398.22	1,208.55	1,614.71	201.61	-	-
Percentage of Total Use	100%	53%	19%	25%	3%	-	-
Cost Allocated to Use		\$1,581,317.56	\$562,384.59	\$751,382.61	\$93,815.24	-	-
Citywide Parks In-Lieu Allocation per Unit/Sq. Ft.		\$1,214.53	\$1,037.61	\$860.69	\$860.69	-	-
Total Citywide Park	\$7,097,904	\$2,884.21	\$2,464.07	\$2,043.93	\$2,043.93	\$2,043.93	

Footnotes:

¹The persons per household ("PPH") use factor assumed here, matches the average PPH of the City with an LDR unit. To create a tiered fee, the assumed PPH for the MDR and HDR land uses are then shown at a reduced amount. This methodology is consistent with what was done in the prior SVSP and CSP. The prior specific plans used an average PPH of 2.54, and thus land uses were assigned a PPH of 2.54 (LDR), 2.17 (MDR), and 1.8 (HDR). The updated factors assume the same percentage allocation of costs by land use as the prior specific plans, by using a PPH of 2.61 (LDR), 2.23 (MDR), and 1.85 (HDR).

Table 7
Amoruso Ranch Specific Plan - Park Financing Plan
Park Fee Revenue by Phase (Citywide Park Component)

Item	Phase 1 Revenues			Build Out Revenues		
	Units	Rate ¹	Total ¹	Units	Rate ¹	Total ¹
Residential						
Low Density	848	\$2,884.21	\$2,445,809.89	1,302	\$2,884.21	\$3,755,241.13
Medium Density	275	\$2,464.07	\$677,618.97	542	\$2,464.07	\$1,335,525.39
High Density	372	\$2,043.93	\$760,341.29	982	\$2,043.93	\$2,007,137.48
Subtotal Residential			\$3,883,770.15			\$7,097,904.00
Nonresidential						
Community Commercial			\$0.00			\$0.00
Commercial/Mixed Use			\$0.00			\$0.00
Subtotal Nonresidential			\$0.00			\$0.00
Total Fee Program Revenue (Citywide Park)			\$3,883,770.15			\$7,097,904.00
Total Citywide Cost			N/A			N/A

Footnotes:

¹Per unit rates have been rounded to the nearest dollar. Totals for each land use may seem incorrect, but total fee program revenue matches cost estimates.

Table 8
Amoruso Ranch Specific Plan - Park Financing Plan
Ongoing Maintenance and Landscape Costs

	Quantity	Cost per Unit ¹	Total Annual Cost
<u>Residential/Nonresidential Cost Allocation</u>			
Landscape Corridor/Median	17.0 acres	\$10,325.00	\$175,879.34
Paseos	10.7 acres	\$10,325.00	\$110,580.75
Bike Trail Maintenance	4,412 linear feet	\$1.06	\$4,676.72
Leaf Pick-Up ²	8.4 miles	\$61.31	\$512.87
Streetsweeping	25.1 miles	\$28.62	\$718.23
Open Space			
NAPOTS ³	49.2 acres	TBD	-
Preserve ³	97.6 acres	TBD	-
Avoidance ³	10.3 acres	TBD	-
Transition/Channel ³	27.0 acres	TBD	-
Subtotal Open Space (Placeholder) ³	184.0 acres	\$575.00	\$105,782.75
Subtotal Costs			\$398,150.65
Repair/Replacement (sinking fund) (5%)			\$19,907.53
City Administration			
Finance Department (3%)			\$12,541.75
Parks Department (10%)			\$41,805.82
Subtotal City Administration			\$54,347.56
County Administration (1%)			\$4,724.06
Total Costs (Residential/Nonresidential Shared)			\$477,129.81
<u>Residential Only Cost Allocation</u>			
Neighborhood Parks ⁴	22.1 acres	\$10,300.00	\$228,042.00
Stormwater Management	2,826 units	\$25.00	\$70,650.00
Subtotal Costs			\$298,692.00
Repair/Replacement (sinking fund) (5%)			\$14,934.60
City Administration			
Finance Department (3%)			\$9,408.80
Parks Department (10%)			\$31,362.66
Subtotal City Administration			\$40,771.46
County Administration (1%)			\$3,543.98
Total Costs (Residential Only)			\$357,942.04
Total Costs			\$835,071.85

Source: City of Roseville, ECORP, and Kimley Horn.

Footnotes:

¹Cost estimates derived from indepth analysis of City costs done for SVSP. Those costs have then been applied to all specific plans since.

²1/3 of streetsweeping miles.

³The Cost per Unit for Open Space placeholder of \$575 per year was derived by simply averaging the City's proposed annual open space cost per acre of \$1,000 and the Developer proposed annual open space cost per acre of \$150. The actual annual open space cost per acre will be determined at the time of the formation of the maintenance CFD for this project as outlined in the Development Agreement. The ultimate cost per acre could be above or below the aforementioned range, depending upon the 404 permit conditions, an inventory of all environmentally sensitive/protected areas within the open space, approved improvements, any mitigation requirements, vehicular access for maintenance, final drainage channel design, ultimate width of transition area, all ARSP specific permits, other improvements outlined in the Overarching Open Space Management Plan, state and federal permits, and established city maintenance standards.

⁴Includes developed and undeveloped.

Table 9

**Amoruso Ranch Specific Plan - Park Financing Plan
Approximate Allocation of Ongoing Operations and Maintenance Costs**

Source	Total	Residential			Non-Residential	
		LDR	MDR	HDR	CC	CMU
Acres	388.3	248.8	50.3	38.2	23.9	21.8
Units	2,826	1,302	542	873	-	-
Square Feet	476,524	-	-	-	238,948	237,576
Table 8						
Operations/Maintenance (Residential & Nonresidential)	\$477,129.81					
Use Factor		1.00	1.00	0.62	0.62	0.62
Total Use	2,744.13	1,302.00	542.00	541.26	159.30	1800
Percentage of Total Use	100%	47%	20%	20%	6%	5%
Cost Allocated to Use		\$226,382.89	\$94,239.27	\$94,110.60	\$27,697.77	\$22,948.94
O/M Res. & Nonres. Allocation per Unit/Sq.Ft.		\$173.87	\$173.87	\$107.80	\$0.12	\$0.10
Table 8						
Operations/Maintenance (Residential Only)	\$357,942.04					
Use Factor		1.00	1.00	0.62	-	-
Total Use	2,452.84	1,302.00	542.00	541.26	-	-
Percentage of Total Use	100%	53%	22%	22%	3%	-
Cost Allocated to Use		\$190,000.38	\$79,093.86	\$78,985.87	\$9,861.92	-
O/M Res. Only Allocation per Unit/Sq.Ft.		\$145.93	\$145.93	\$90.48	-	-
Cost Allocation Per Unit/Sq. Ft.	\$835,071.85	\$319.80	\$319.80	\$198.28	\$0.12	\$0.10

Note: Costs will require adjustment upon completion of PAR for open space. See Table 8.

Appendix A:

Amoruso Ranch Parks

Option of Costs (TheCollaborative West)



Opinion of Probable Costs

Amoruso Ranch Parks

Brookfield Homes

Prepared: CF Date: 21-Apr-16

Revised:

TheCollaborativeWest

100 Avenida Miramar

San Clemente, CA 92672

949-366-6624

SUMMARY

1	AR-60 1.28 AC	Construction	244,860.00
		Landscape	129,817.00
		Construction & Landscape	374,677.00
		Estimated Total with Contingency and Soft Cost	486,892.76
2	AR-61 1.87 AC	Construction	214,080.00
		Landscape	197,675.50
		Construction & Landscape	411,755.50
		Estimated Total with Contingency and Soft Cost	535,076.27
3	AR-62 10.11 AC	Construction	1,243,260.00
		Landscape	821,475.00
		Construction & Landscape	2,064,735.00
		Estimated Total with Contingency and Soft Cost	2,683,123.13
4	AR-63 1.72 AC	Construction	397,265.00
		Landscape	123,613.00
		Construction & Landscape	520,878.00
		Estimated Total with Contingency and Soft Cost	676,880.96
5	AR-64 2.12 AC	Construction	538,920.00
		Landscape	207,230.50
		Construction & Landscape	746,150.50
		Estimated Total with Contingency and Soft Cost	969,622.57
6	AR-66 3.04 AC	Construction	664,950.00
		Landscape	228,400.00
		Construction & Landscape	893,350.00
		Estimated Total with Contingency and Soft Cost	1,160,908.33
7	AR-67 2.0 AC	Construction	303,200.00
		Landscape	177,550.00
		Construction & Landscape	480,750.00
		Estimated Total with Contingency and Soft Cost	624,734.63
		Grand Total	\$7,137,238.65
		Cost Per Acre	\$322,368.50
		Cost Per Square Foot	\$7.40

AR-60 (1.28 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
5' Walkways at Park (concrete)	6,945	sf	8.00	55,560.00
Half-court Basketball	1	ea	35,000.00	35,000.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Structures	1	allow	80,000.00	80,000.00
Shade Structure	1	ea	30,000.00	30,000.00
Trash Receptacles	2	ea	800.00	1,600.00
Bench	10	ea	1,000.00	10,000.00
Picnic Tables	1	ea	2,200.00	2,200.00
Drinking Fountain	1	ea	5,000.00	5,000.00
<i>Lighting</i>				
Security Lighting	4	ea	3,000.00	12,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
Construction Total				\$244,860.00
Landscape				
Shrubs	21,411	sf	1.00	21,410.80
Turf (seed)	27,400	sf	0.35	9,590.00
Automatic Irrigation	48,811	sf	1.50	73,216.20
General Site Drainage (HDPE Pipe w/ inlets)	1.28	ac	20,000.00	25,600.00
Landscape Total				\$129,817.00
Construction & Landscape Total				\$374,677.00
15% Contingency				\$56,201.55
13% Soft Costs				\$56,014.21
Estimated Total				\$486,892.76
Cost per Acre				\$380,384.97
Cost Per SF				\$8.73

AR-61 (1.87 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Paving at Shade Structure	670	sf	8.00	5,360.00
5' Walkways at Park (concrete)	5,965	sf	8.00	47,720.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Structures	1	allow	80,000.00	80,000.00
Shade Structures at Tot Lot	1	ea	45,000.00	45,000.00
Trash Receptacles	2	ea	800.00	1,600.00
Bench	4	ea	1,000.00	4,000.00
Picnic Tables	2	ea	2,200.00	4,400.00
Drinking Fountain	1	ea	5,000.00	5,000.00
<i>Lighting</i>				
Security Lighting	2	ea	3,000.00	6,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Recycled Water Stub	1	allow	1,500.00	1,500.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
			Construction Total	\$214,080.00
Landscape				
Shrubs	33,622	sf	1.00	33,622.20
Turf (seed)	41,200	sf	0.35	14,420.00
Automatic Irrigation	74,822	sf	1.50	112,233.30
General Site Drainage (HDPE Pipe w/ inlets)	1.87	ac	20,000.00	37,400.00
			Landscape Total	\$197,675.50
			Construction & Landscape Total	\$411,755.50
			15% Contingency	\$61,763.33
			13% Soft Costs	\$61,557.45
			Estimated Total	\$535,076.27
			Cost per Acre	\$286,137.04
			Cost Per SF	\$6.57

AR-62 (10.11 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
<i>Paving at Pavillion/Overhead Structures (Concrete)</i>	900	<i>sf</i>	8.00	7,200.00
<i>Asphalt Paving at Parking Lot w/ Aggregate Base</i>	32,720	<i>sf</i>	3.00	98,160.00
<i>Walkways at Park (natural gray, light wash finish)</i>	15,800	<i>sf</i>	8.00	126,400.00
<i>Masonry</i>				
<i>Entry Sign Wall</i>	1	<i>ea</i>	8,000.00	8,000.00
<i>Park Site Features</i>				
<i>Playground Structures</i>	1	<i>allow</i>	80,000.00	80,000.00
<i>Basketball Court</i>	2	<i>ea</i>	35,000.00	70,000.00
<i>Shade Structure at Playground Area</i>	1	<i>ea</i>	40,000.00	40,000.00
<i>Trash Receptacles</i>	10	<i>ea</i>	800.00	8,000.00
<i>Picnic Tables</i>	5	<i>ea</i>	2,200.00	11,000.00
<i>6' Benches</i>	12	<i>ea</i>	1,000.00	12,000.00
<i>Drinking Fountain</i>	4	<i>ea</i>	5,000.00	20,000.00
<i>Restroom Building / Snack Shop</i>	1	<i>allow</i>	300,000.00	300,000.00
<i>Ball Fields</i>				
<i>Baseball (Outfield and Infield)</i>	3	<i>ea</i>	100,000.00	300,000.00
<i>Soccer Field Overlay</i>	1	<i>ea</i>	58,000.00	58,000.00
<i>Fencing (Chainlink)</i>	750	<i>lf</i>	50.00	37,500.00
<i>Lighting</i>				
<i>Security Lighting</i>	20	<i>ea</i>	3,000.00	60,000.00
<i>Utilities</i>				
<i>Sanitary Sewer Service Stub</i>	1	<i>allow</i>	2,000.00	2,000.00
<i>Domestic Water Service Stub</i>	1	<i>allow</i>	1,500.00	1,500.00
<i>Recycled Water Service Stub</i>	1	<i>allow</i>	1,500.00	1,500.00
<i>Storm Drain Service Stub</i>	1	<i>allow</i>	2,000.00	2,000.00
Construction Total				\$1,243,260.00

AR-62 (10.11 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Landscape				
Shrubs	40,200	sf	1.00	40,200.00
Turf (seed)	109,500	sf	0.35	38,325.00
Automatic Irrigation	360,500	sf	1.50	540,750.00
General Site Drainage (HDPE Pipe w/ inlets)	10.11	ac	20,000.00	202,200.00
Landscape Total				\$821,475.00
Construction & Landscape Total				\$2,064,735.00
15% Contingency				\$309,710.25
13% Soft Costs				\$308,677.88
Estimated Total				\$2,683,123.13
Cost per Acre				\$265,392.99
Cost Per SF				\$6.09

AR-63 (1.72 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Bark Mulch/DG at Dog Park	26,835	sf	3.00	80,505.00
Paving at Shade Structure	1,425	sf	8.00	11,400.00
5' wide walkways at park (concrete)	2,650	sf	8.00	21,200.00
10' wide multi-purpose trail at park (concrete)	2,270	sf	8.00	18,160.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Metal</i>				
5'-6" Dog Park Fencing	1,000	lf	50.00	50,000.00
Metal Dog Park Gates	4	ea	250.00	1,000.00
<i>Park Site Features</i>				
Shade Structure	2	ea	45,000.00	90,000.00
Playground Equipment	1	allow	80,000.00	80,000.00
Trash Receptacles	4	ea	800.00	3,200.00
Benches	7	ea	1,000.00	7,000.00
Picnic Tables	4	ea	2,200.00	8,800.00
Drinking Fountain	1	ea	5,000.00	5,000.00
<i>Lighting</i>				
Security Lighting	2	ea	3,000.00	6,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Recycled Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
Construction Total				\$397,265.00
Landscape				
Shrubs	18,443	sf	1.00	18,443.20
Turf (seed)	23,300	sf	0.35	8,155.00
Automatic Irrigation	41,743	sf	1.50	62,614.80
General Site Drainage (HDPE Pipe w/ inlets)	1.72	ac	20,000.00	34,400.00
Landscape Total				\$123,613.00
Construction & Landscape Total				\$520,878.00
15% Contingency				\$78,131.70
13% Soft Costs				\$77,871.26
Estimated Total				\$676,880.96
Cost per Acre				\$393,535.44
Cost Per SF				\$9.03

AR-64 (2.12 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Concrete Paving at Shade Structure	4,500	sf	8.00	36,000.00
5' Walkway (concrete)	11,815	sf	8.00	94,520.00
8' Walk (concrete)	7,600	sf	8.00	60,800.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Equipment	1	allow	80,000.00	80,000.00
Shade Structures	3	ea	45,000.00	135,000.00
Canvas Structure at Shaded Seating Area	1	ea	65,000.00	65,000.00
Crossfit Stations	3	ea	2,000.00	6,000.00
Trash Receptacles	4	ea	800.00	3,200.00
Benches	6	ea	1,000.00	6,000.00
Bike Racks	1	ea	1,200.00	1,200.00
Drinking Fountain	1	ea	5,000.00	5,000.00
Picnic Tables	6	ea	2,200.00	13,200.00
<i>Lighting and Electrical</i>				
Security Lighting	6	ea	3,000.00	18,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Recycled Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
Construction Total				\$538,920.00
Landscape				
Planting	43,432	sf	1.00	43,432.20
Turf (sod)	25,000	sf	0.75	18,750.00
Automatic Irrigation	68,432	sf	1.50	102,648.30
General Site Drainage (HDPE Pipe w/ inlets)	2.12	ac	20,000.00	42,400.00
Landscape Total				\$207,230.50
Construction & Landscape Total				\$746,150.50
15% Contingency				\$111,922.58
13% Soft Costs				\$111,549.50
Estimated Total				\$969,622.57
Cost per Acre				\$457,369.14
Cost Per SF				\$10.50

AR-66 (3.04 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Paving at Picnic Area	8,000	sf	8.00	64,000.00
Paving at Stage	1,200	sf	8.00	9,600.00
Walkways at Park (natural gray w/ finish)	12,000	sf	8.00	96,000.00
Surfacing at Game Area	6,750	sf	3.00	20,250.00
Surfacing at Bocce Courts	1,500	sf	3.00	4,500.00
Surfacing at Hard Courts	700	sf	10.00	7,000.00
Mowcurb at Horseshoes and Bocce	400	lf	15.00	6,000.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Structures	1	allow	80,000.00	80,000.00
Covered Stage (Shade Sail)	1	allow	75,000.00	75,000.00
Restroom Building	1	allow	170,000.00	170,000.00
30' high Flag Pole	1	ea	600.00	600.00
Trash Receptacles	10	ea	800.00	8,000.00
Picnic Tables	20	ea	2,200.00	44,000.00
6' Benches	30	ea	1,000.00	30,000.00
Drinking Fountain	1	ea	5,000.00	5,000.00
<i>Lighting</i>				
Security Lighting	10	ea	3,000.00	30,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Recycled Water Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
Construction Total				\$664,950.00
Landscape				
Shrubs	30,500	sf	1.00	30,500.00
Turf (sod)	40,600	sf	0.75	30,450.00
Automatic Irrigation	71,100	sf	1.50	106,650.00
General Site Drainage (HDPE Pipe w/ inlets)	3.04	ac	20,000.00	60,800.00
Landscape Total				\$228,400.00
Construction & Landscape Total				\$893,350.00
15% Contingency				\$134,002.50
13% Soft Costs				\$133,555.83
Estimated Total				\$1,160,908.33
Cost per Acre				\$381,877.74
Cost Per SF				\$8.77

AR-67 (2.0 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Paving at Shade Structure	2,000	sf	8.00	16,000.00
5' Walkways at Park (concrete)	8,350	sf	8.00	66,800.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Structures & Surfaces	1	allow	80,000.00	80,000.00
Shade Structure	2	ea	45,000.00	90,000.00
Trash Receptacles	2	ea	800.00	1,600.00
Picnic Tables	4	ea	2,200.00	8,800.00
6' Benches	8	ea	1,000.00	8,000.00
Drinking Fountain	1	ea	5,000.00	5,000.00
<i>Lighting</i>				
Security Lighting	4	ea	3,000.00	12,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Recycled Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
Construction Total				\$303,200.00
Landscape				
Shrubs	6,920	sf	1.00	6,920.00
Turf (seed)	65,000	sf	0.35	22,750.00
Automatic Irrigation	71,920	sf	1.50	107,880.00
General Site Drainage (HDPE Pipe w/ inlets)	2.00	ac	20,000.00	40,000.00
Landscape Total				\$177,550.00
Construction & Landscape Total				\$480,750.00
15% Contingency				\$72,112.50
13% Soft Costs				\$71,872.13
Estimated Total				\$624,734.63
Cost per Acre				\$312,367.31
Cost Per SF				\$7.17

Exhibit X Bikeway Master Plan

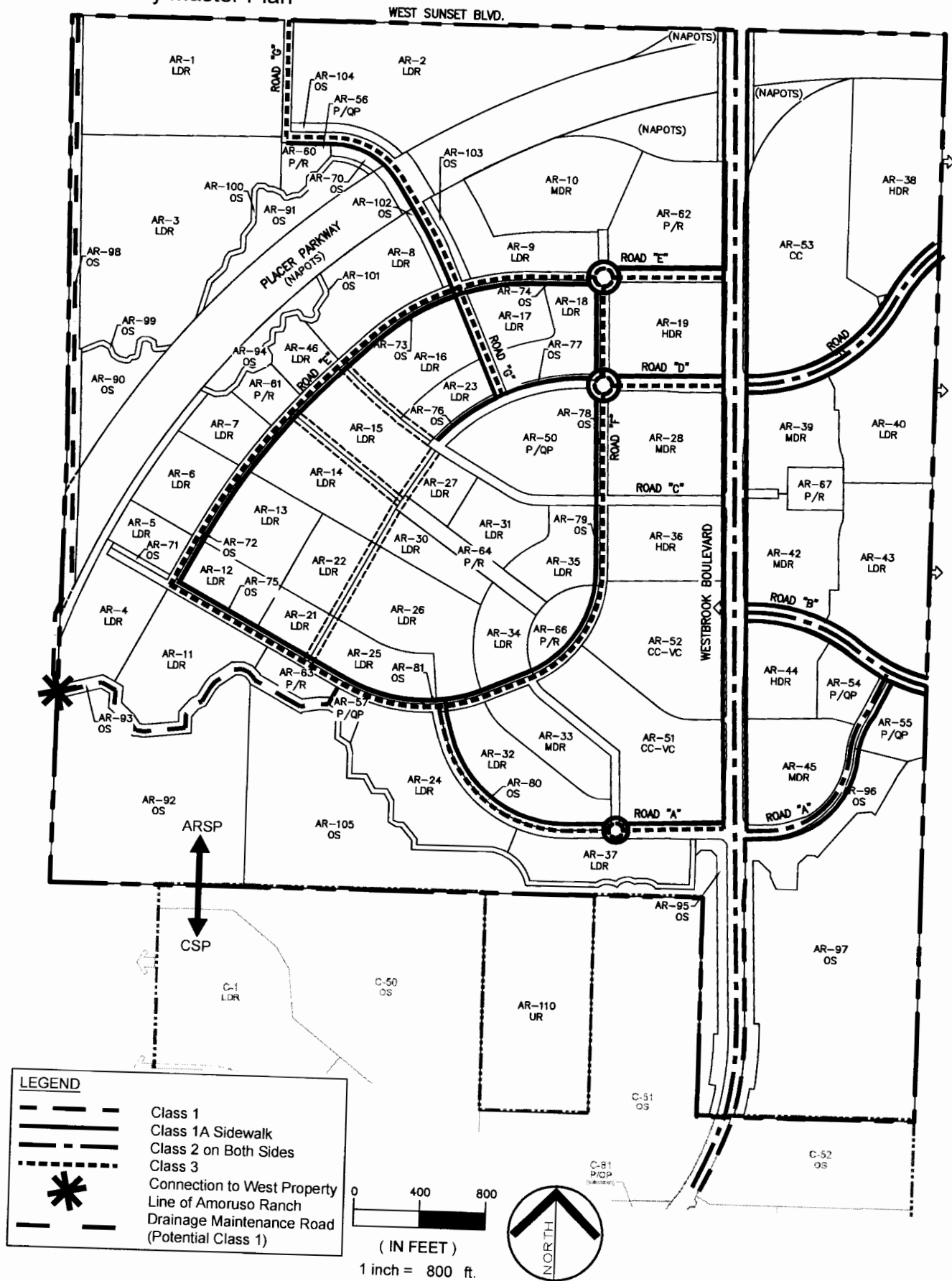


Exhibit Y Open Space Areas

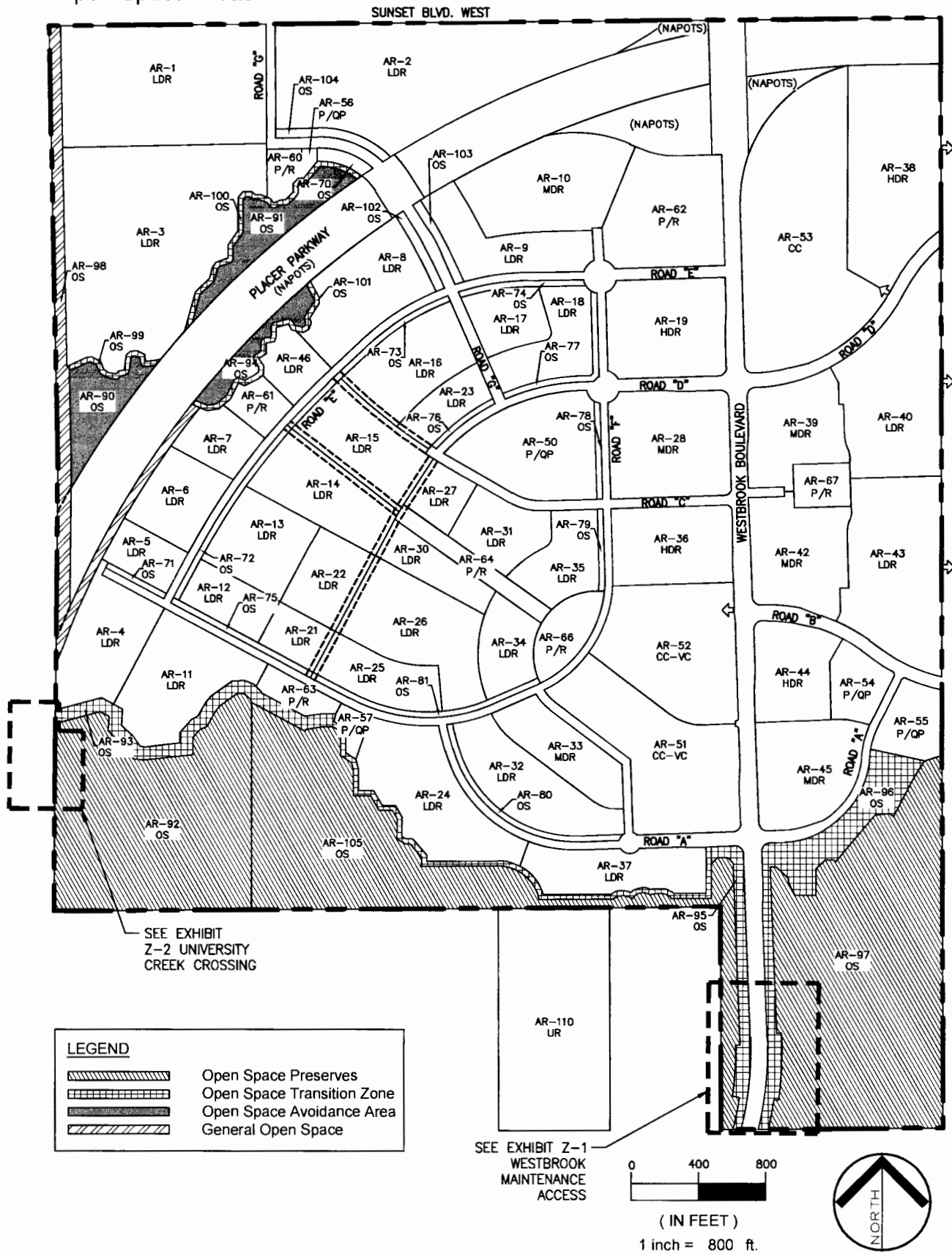


Exhibit Z - 1
Westbrook Boulevard Maintenance Access

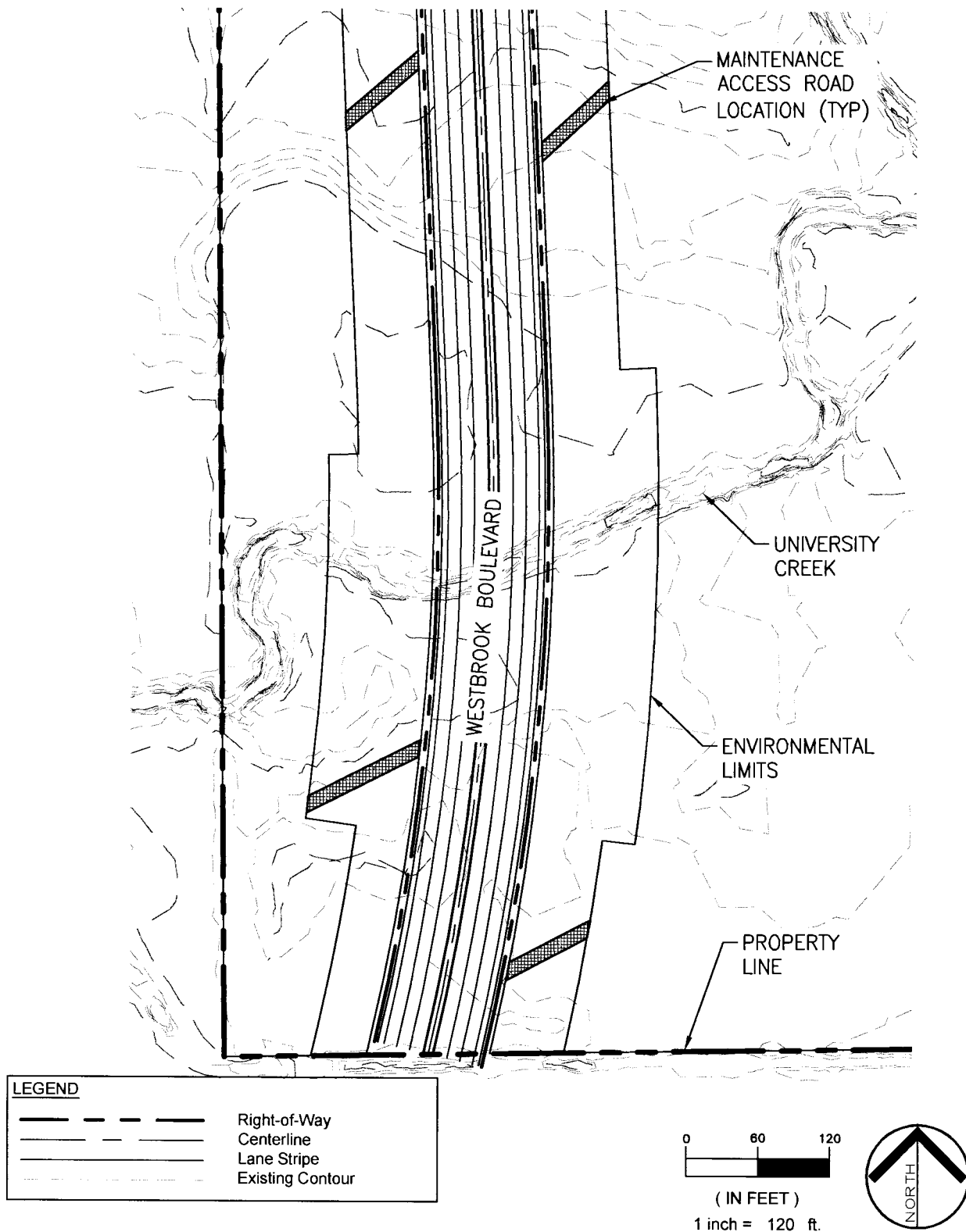
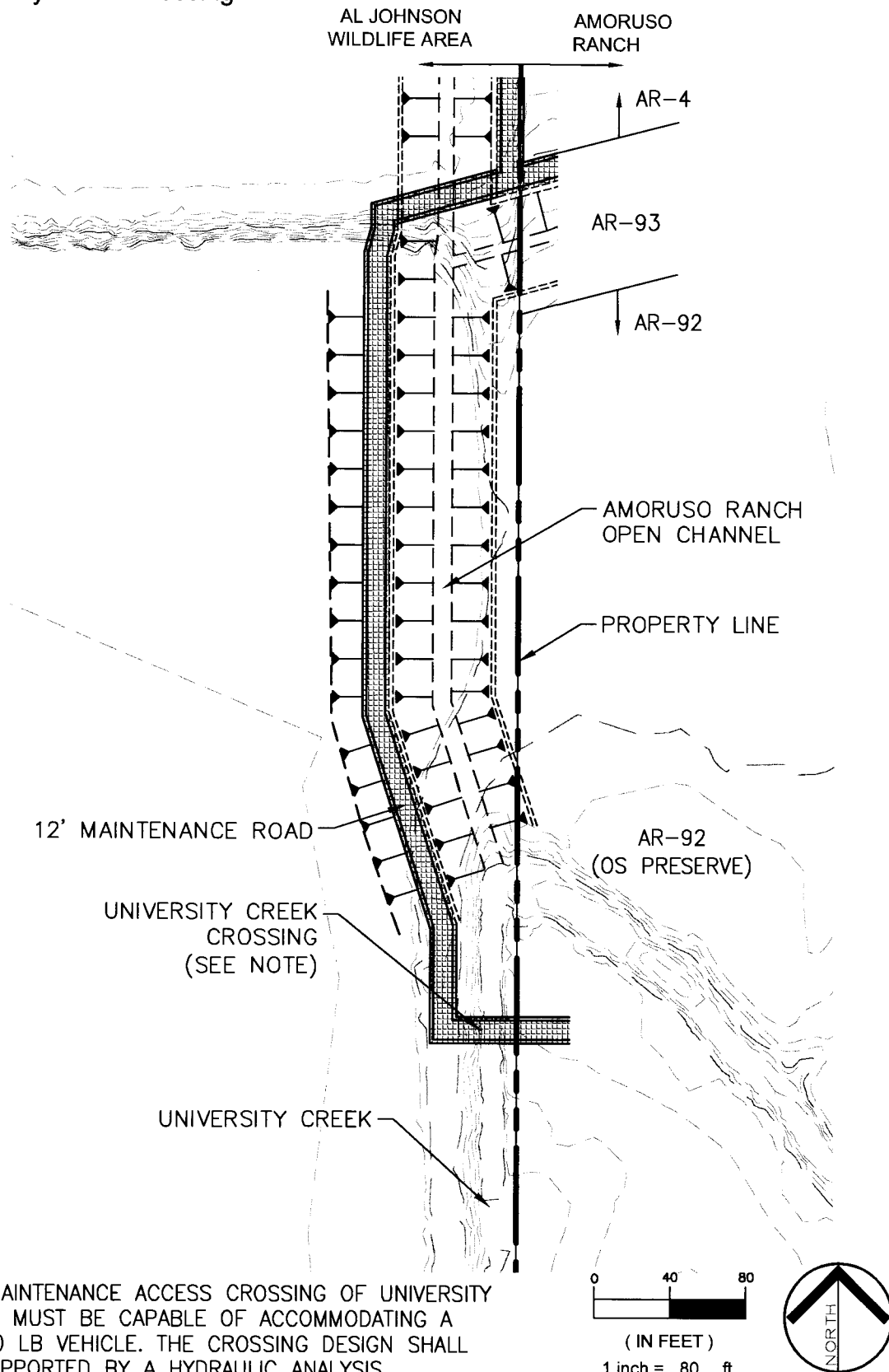


Exhibit Z - 2
University Creek Crossing



NOTE:
ANY MAINTENANCE ACCESS CROSSING OF UNIVERSITY CREEK MUST BE CAPABLE OF ACCOMMODATING A 30,000 LB VEHICLE. THE CROSSING DESIGN SHALL BE SUPPORTED BY A HYDRAULIC ANALYSIS DEMONSTRATING NO FLOOD PLAIN IMPACTS.

Exhibit AA

DUE Allocation to Specific Plan Parcels for CSP Reimbursements

Amoruso Ranch Specific Plan		Specific Plan			% of ARSP				% of ARSP RW				% of ARSP			
Parcel	Specific Plan Land Use	Acres	Units	Density	Water EDUS	Water EDUS	Sewer EDUS	Sewer EDUS	Recycled Water EDUS	Recycled Water EDUS	EDUS	EDUS	Traffic EDUS	Traffic EDUS	Traffic EDUS	% of ARSP
AR-1	LDR	19.9	68	3.4	83	4.23%	68	2.56%	83	4.23%	97	4.97%	68	2.16%	68	2.16%
AR-2	LDR	25.0	97	3.9	97	4.97%	97	3.65%	97	4.97%	97	4.97%	97	3.08%	97	3.08%
AR-3	LDR	27.3	80	2.9	97	4.98%	80	3.01%	97	4.98%	97	4.98%	80	2.54%	80	2.54%
AR-4	LDR	7.3	41	5.7	36	1.83%	41	1.54%	36	1.83%	36	1.83%	41	1.30%	41	1.30%
AR-5	LDR	2.8	17	6.2	12	0.62%	17	0.64%	12	0.62%	12	0.62%	17	0.54%	17	0.54%
AR-6	LDR	5.0	34	6.8	24	1.25%	34	1.28%	24	1.25%	24	1.25%	34	1.08%	34	1.08%
AR-7	LDR	3.2	18	5.7	16	0.80%	18	0.68%	16	0.80%	16	0.80%	18	0.57%	18	0.57%
AR-8	LDR	8.2	52	6.4	37	1.91%	52	1.96%	37	1.91%	37	1.91%	52	1.65%	52	1.65%
AR-9	LDR	6.2	40	6.4	29	1.47%	40	1.51%	29	1.47%	29	1.47%	40	1.27%	40	1.27%
AR-11	LDR	8.7	55	6.3	39	2.02%	55	2.07%	39	2.02%	39	2.02%	55	1.75%	55	1.75%
AR-12	LDR	3.4	21	6.2	15	0.77%	21	0.79%	15	0.77%	15	0.77%	21	0.67%	21	0.67%
AR-13	LDR	6.1	40	6.6	29	1.47%	40	1.51%	29	1.47%	29	1.47%	40	1.27%	40	1.27%
AR-14	LDR	7.1	45	6.4	32	1.65%	45	1.70%	32	1.65%	32	1.65%	45	1.43%	45	1.43%
AR-15	LDR	6.9	45	6.5	32	1.65%	45	1.70%	32	1.65%	32	1.65%	45	1.43%	45	1.43%
AR-16	LDR	6.8	43	6.3	31	1.58%	43	1.62%	31	1.58%	31	1.58%	43	1.37%	43	1.37%
AR-17	LDR	3.6	24	6.7	17	0.88%	24	0.90%	17	0.88%	17	0.88%	24	0.76%	24	0.76%
AR-18	LDR	5.1	31	6.1	22	1.14%	31	1.17%	22	1.14%	22	1.14%	31	0.98%	31	0.98%
AR-21	LDR	2.4	13	5.5	11	0.58%	13	0.49%	11	0.58%	11	0.58%	13	0.41%	13	0.41%
AR-22	LDR	4.3	28	6.5	20	1.03%	28	1.05%	20	1.03%	20	1.03%	28	0.89%	28	0.89%
AR-23	LDR	2.9	19	6.5	14	0.70%	19	0.72%	14	0.70%	14	0.70%	19	0.60%	19	0.60%
AR-24	LDR	10.3	55	5.3	48	2.45%	55	2.07%	48	2.45%	48	2.45%	55	1.75%	55	1.75%
AR-25	LDR	4.6	28	6.1	20	1.03%	28	1.05%	20	1.03%	20	1.03%	28	0.89%	28	0.89%
AR-26	LDR	9.7	55	5.7	48	2.45%	55	2.07%	48	2.45%	48	2.45%	55	1.75%	55	1.75%
AR-27	LDR	2.4	15	6.3	11	0.55%	15	0.57%	11	0.55%	11	0.55%	15	0.48%	15	0.48%
AR-30	LDR	3.3	23	6.9	16	0.85%	23	0.87%	16	0.85%	16	0.85%	23	0.73%	23	0.73%
AR-31	LDR	4.4	27	6.1	19	0.99%	27	1.02%	19	0.99%	19	0.99%	27	0.86%	27	0.86%
AR-32	LDR	7.7	50	6.5	36	1.84%	50	1.88%	36	1.84%	36	1.84%	50	1.59%	50	1.59%
AR-34	LDR	3.8	19	5.0	19	0.97%	19	0.72%	19	0.97%	19	0.97%	19	0.60%	19	0.60%
AR-35	LDR	4.6	24	5.2	21	1.07%	24	0.90%	21	1.07%	21	1.07%	24	0.76%	24	0.76%
AR-37	LDR	6.3	33	5.3	29	1.47%	33	1.24%	29	1.47%	29	1.47%	33	1.05%	33	1.05%
AR-40	LDR	13.5	71	5.3	62	3.16%	71	2.67%	62	3.16%	62	3.16%	71	2.26%	71	2.26%
AR-43	LDR	13.6	78	5.7	68	3.47%	78	2.94%	68	3.47%	68	3.47%	78	2.48%	78	2.48%
AR-46	LDR	2.6	13	5.1	11	0.58%	13	0.49%	11	0.58%	11	0.58%	13	0.41%	13	0.41%
Low Density Residential		248.8	1,302	191.3	1,100	56%	1,302	49%	1,100	56%	1,100	56%	1,302	41%	1,302	41%

Amoruso Ranch Specific Plan		Specific Plan		Specific Plan Land Use		Specific Plan		Water EDUs		Sewer EDUs		Recycled Water		Traffic EDUs		% of ARSP	
Parcel		Acres	Units	Density		Water EDUs	% of ARSP	Water EDUs	% of ARSP	Sewer EDUs	% of ARSP	EDUs	% of ARSP	Traffic EDUs	% of ARSP	EDUs	% of ARSP
AR-10	MDR	10.7	138	12.9		66	3.40%	138	5.20%			66	3.40%	138	4.38%		
AR-28	MDR	10.3	129	12.5		62	3.18%	129	4.86%			62	3.18%	129	4.10%		
AR-33	MDR	5.3	61	11.5		33	1.68%	61	2.30%			33	1.68%	61	1.94%		
AR-39	MDR	7.4	54	7.4		39	1.98%	54	2.03%			39	1.98%	54	1.72%		
AR-42	MDR	8.4	66	7.9		47	2.43%	66	2.49%			47	2.43%	66	2.10%		
AR-45	MDR	8.2	94	11.4		51	2.60%	94	3.54%			51	2.60%	94	2.99%		
Medium Density Residential		50.3	542	63.6		298	15%	542	20%			298	15%	542	17%		
AR-19	HDR	9.3	230	24.6		68	3.48%	157	5.93%			68	3.48%	141	4.49%		
AR-36	HDR	7.6	113	15.0		54	2.78%	77	2.91%			54	2.78%	69	2.20%		
AR-38	HDR	15.2	380	25.0		112	5.75%	260	9.80%			112	5.75%	233	7.41%		
AR-44	HDR	6.0	150	24.9		44	2.27%	103	3.87%			44	2.27%	92	2.93%		
High Density Residential		38.1	873	89.5		278	14%	597	23%			278	14%	536	17%		
AR-51	CC-VC		91			44	2.24%	62	2.35%			44	2.24%	56	1.77%		
AR-51	CC-VC	14.2				62	3.16%	54	2.05%			62	3.16%	189	6.01%		
AR-52	CC-VC		18			9	0.44%	12	0.46%			9	0.44%	11	0.35%		
AR-52	CC-VC	13.1				57	2.90%	50	1.89%			57	2.90%	174	5.53%		
AR-53	CC	23.9				103	5.30%	34	1.27%			103	5.30%	338	10.73%		
Community Commercial		51.1	109			274	14%	213	8%			274	14%	768	24%		
TOTAL		388.3	2,826	7.3		1,950	100%	2,654	100%			1,950	100%	3,148	100%		

Note:

[1] One Water EDU = 600 gpd (Based on Table 1 of the ARSP Water Master Plan Final Report, February 2016)

[2] One Sewer EDU = 190 gpd (Based on Table 1 of the ARSP Wastewater Master Plan Final Report, February 2016)

[3] One Recycled Water EDU = 600 gpd (Based on Table 1 of the ARSP Recycled Water Master Plan Final Report, February 2016)

[4] Based on Table 6 of the ARSP Final Traffic Study, December 5, 2015

Exhibit BB
Infrastructure Reimbursement Schedule

Roadway Improvements:

1. Construct roadway (Westbrook Boulevard) between C-51 and C-52 (R1, on Exhibit H-1) within the Creekview Specific Plan.
 - a. Construction Responsibility: Amoruso
 - b. Cost Sharing: City CIP

Wastewater Improvements:

1. Construct 18-inch sewer line (WW1, on Exhibit K-1) and appurtenances (390± LF) in Westbrook and Blue Oaks Boulevards.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview
2. Construct 18-inch sewer line (WW2, on Exhibit K-1) and appurtenances (Per WRSP DA) in Westbrook Boulevard.
 - a. Construction Responsibility: WRSP
 - b. Cost Sharing: Amoruso and Creekview
3. Construct 24-inch sewer line (WW3, on Exhibit K-1) and appurtenances (Per WRSP DA) in Phillip Road.
 - a. Construction Responsibility: WRSP
 - b. Cost Sharing: Amoruso and Creekview

Water Improvements:

1. Construct 24-inch water line (DW1, on Exhibit O-2) and appurtenances (1,210± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview
2. Construct 24-inch water line (DW2, on Exhibit O-2) and appurtenances (2,790± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview

3. Construct 24-inch water line (DW3, on Exhibit O-2) and appurtenances (2,390± LF) in Blue Oaks Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso, Creekview, WRSP, and Other 3rd Parties
4. Construct 24-inch water line (DW4, on Exhibit O-2) and appurtenances (Per WRSP DA) in West Park Drive.
 - c. Construction Responsibility: WRSP
 - d. Cost Sharing: Amoruso, Creekview, WRSP, and Other 3rd Parties
5. Construct 24-inch water line (DW5, on Exhibit O-1) and appurtenances (1,610± LF) in Road "D".
 - a. Construction Responsibility: Amoruso
 - b. Cost Sharing: Amoruso and Other 3rd Party
6. Construct 24-inch water line (DW6, on Exhibit O-1) and appurtenances (1,280± LF) in Road "B".
 - e. Construction Responsibility: Amoruso
 - f. Cost Sharing: Amoruso and Other 3rd Party

Recycled Water Improvements:

1. Construct 12-inch recycled water line (RW1, on Exhibit Q-1) and appurtenances (1,210± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview
2. Construct 16-inch recycled water line (RW2, on Exhibit Q-1) and appurtenances (2,820± LF) in Westbrook and Blue Oaks Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview
3. Construct 24-inch recycled water line (RW3, on Exhibit Q-1) and appurtenances (2,400± LF) in Blue Oaks Boulevard.
 - c. Construction Responsibility: Creekview
 - d. Cost Sharing: Amoruso , Creekview, WRSP and Other 3rd Parties

4. Construct 24-inch recycled water line (RW4, on Exhibit Q-1) and appurtenances (Per WRSP DA) in West Park Drive.
 - e. Construction Responsibility: WRSP
 - f. Cost Sharing: Amoruso , Creekview, WRSP and Other 3rd Parties

EXHIBIT CC

FIRE STATION SITE REIMBURSEMENTS						
Reimbursements to ARSP						
No	Site	Planning Area Designation	Reimbursement From	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed to ARSP
1	P/QP	AR-54	CSP or Other 3rd Party	\$ 612,000	41.60	\$ 254,592

Note:

1. Improvements limited to site development, frontage and an allowance for temporary access. Actual fire station construction is not included.
2. Reimbursement estimate is based on unit ratio.

Exhibit DD
Sample Assignment and Assumption Agreement

EXHIBIT DD
SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEN RECORDED, RETURN TO:

City of Roseville
311 Vernon Street
Roseville, CA 95678
ATTN: City Clerk

Exempt from recording fees
Pursuant to Govt. Code 27383

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
AMORUSO RANCH SPECIFIC PLAN DEVELOPMENT AGREEMENT
[BROOKFIELD SUNSET, LLC]

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this ____ day of _____, 20__, by and between _____, a _____ (hereinafter "Landowner"), and _____, a _____ (hereinafter "Assignee").

RECITALS

A. On _____, 2016, the City of Roseville and Landowner entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville, Brookfield Sunset, LLC, and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005 (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Landowner agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Placer County on _____, 2016 [Instrument No. _____].

B. Landowner intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel"), or all of the Subject Property, as defined in the Development Agreement.

C. Landowner desires to assign and Assignee desires to assume all of Landowner's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Landowner and Assignee hereby agree as follows:

1. Landowner hereby assigns, effective as of Landowner conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel. Landowner retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Landowner.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel, and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Landowner as the "Landowner" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Article 11 of the Development Agreement for the Landowner with respect to the Assigned Parcel shall be:

Attn: _____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

LANDOWNER:

By: _____
Print Name: _____
Title: _____

ASSIGNEE:

By: _____
Print Name: _____
Title: _____

ORDINANCE NO. _____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING
A DEVELOPMENT AGREEMENT REGARDING 525.7 ACRES WITHIN THE AMORUSO
RANCH SPECIFIC PLAN (BROOKFIELD SUNSET, LLC and JENNIFER M. AMORUSO,
SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH
14, 2005) AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Development Agreement for 525.7 acres within the Amoruso Ranch Specific Plan with Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust dated March 14, 2005 (collectively, the “Developer”).

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement, and makes the following findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Amoruso Ranch Specific Plan;
2. The Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Development Agreement is in conformance with the public health, safety and welfare;
4. The Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The Development Agreement will provide sufficient benefit to the City to justify entering into said Agreement;

SECTION 3. The Development Agreement by and between Developer and the City of Roseville, a copy of which is on file in the City Clerk’s Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 5709

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING
A DEVELOPMENT AGREEMENT REGARDING 148.7 ACRES WITHIN THE AMORUSO
RANCH SPECIFIC PLAN (BROOKFIELD SUNSET, LLC and JENNIFER M. AMORUSO,
SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH
14, 2005) AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Development Agreement for 148.7 acres within the Amoruso Ranch Specific Plan with Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust dated March 14, 2005 (collectively, the “Developer”).

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement, and makes the following findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Amoruso Ranch Specific Plan;
2. The Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Development Agreement is in conformance with the public health, safety and welfare;
4. The Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The Development Agreement will provide sufficient benefit to the City to justify entering into said Agreement;

SECTION 3. The Development Agreement by and between Developer and the City of Roseville, a copy of which is on file in the City Clerk’s Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

EXHIBIT G-1

RECORD AND WHEN RECORDED
RETURN TO:

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

5/6/16

★ DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE,
BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR
TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14,
2005
RELATIVE TO THE
AMORUSO RANCH SPECIFIC PLAN

June_____, 2016

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**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET,
LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE
AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005
RELATIVE TO THE
AMORUSO RANCH SPECIFIC PLAN**

This Development Agreement (the "Agreement") is entered into this ____ day of _____, 2016, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), BROOKFIELD SUNSET, LLC, a California limited liability company ("Brookfield") and JENNIFER M. AMORUSO, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005 ("Amoruso")(collectively, "Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of the State of California.

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Property. The subject of this Agreement is the development of those certain parcels of land , consisting of approximately 525.7 acres out of the 674.4± acres owned by Amoruso, as described in Exhibit "A" and shown on Exhibit "B" (hereinafter the "Property"), attached hereto, which constitutes a portion of the larger area comprising 694.4± acres commonly referred to the Amoruso Ranch Specific Plan area ("Specific Plan", " ARSP" or "Plan Area"), which Plan Area is also commonly referred to as the annexation area (" Annexation Area") that includes 20.0± acres designated as Urban Reserve. The Plan Area and Annexation Area are shown in Exhibit "C" attached hereto. The properties of all property owners in the Plan Area as of the date of this Agreement set forth above are shown in Exhibit "D" attached hereto. Amoruso owns the Property, and Brookfield is under contract to purchase the Property from Amoruso. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

C. Hearings. On April 14, 2016, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed

public hearing, considered this Agreement and recommended that the City Council approve this Agreement.

D. Specific Plan Environmental Impact Report; Project Environmental Document. On _____, 2016, the City Council, in Resolution No. _____, certified as adequate and complete the Final EIR (the "EIR") (State Clearinghouse #2008032115) for the Specific Plan. EIR mitigation measures are incorporated in the Specific Plan and in the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

E. Entitlements. Following consideration of and certification of the aforementioned EIR and adoption of CEQA related findings, the City Council on _____, 2016, adopted a Statement of Overriding Considerations with respect to and approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

- 1) The EIR, as certified by Resolution No. _____, and the Mitigation Monitoring and Reporting Program ("MMRP"), adopted therewith;
- 2) Sphere of Influence Amendment to include the remaining 634.4 acres in the Plan Area in the City's sphere of influence not previously included in the City's sphere of influence;
- 3) The Roseville General Plan, as amended by Resolution No. _____;
- 4) The Amoruso Ranch Specific Plan and Design Guidelines as adopted on _____, 2016, by Resolution No. _____;
- 5) The Pre-zoning of the Property pursuant to Ordinance No. ____ dated _____, 2016;
- 6) Zoning Ordinance Amendment to modify Residential Small Lot Development Standards pursuant to Ordinance No. ____ dated _____, 2016;
- 7) This Development Agreement, as adopted by Ordinance No. _____, dated _____, 2016 (the "Adopting Ordinance"); and
- 8) Annexation of 694.4 acres.

The approvals described in paragraphs 1 through 8, inclusive, are referred to herein collectively as the "Entitlements." No other action or approval by City shall be

deemed an "Entitlement," provided, however, that subsequent actions or approvals by City for development of the Property, including, but not limited to, large lot and small lot tentative subdivision maps, major project permits, conditional use permits and design review permits (the "Subsequent Entitlements"), shall be deemed included as part of the Entitlements upon City action or approval thereof. The inclusion of Subsequent Entitlements as part of the Entitlements vested hereunder shall not limit the City's discretion to impose time limits within which such Subsequent Entitlements must be implemented.

F. General and Specific Plans. Development of the Property in accordance with the Entitlements will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan and the Amoruso Ranch Specific Plan. For purposes of the vesting protection granted by this Agreement, except as otherwise provided herein, or by state or federal law, the applicable law shall be as set forth in the Entitlements as of the date hereof.

G. Substantial Costs to Landowner. Landowner has incurred and will incur substantial costs in order to comply with conditions of approval of the Entitlements and to assure development of the Property in accordance with the Entitlements and the terms of this Agreement.

H. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, which services and facilities will be provided by City to such development subject to the performance of Landowner's obligations hereunder.

I. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the City from the development of the Property, and City agrees to provide such public facilities and services, according to the terms of this Agreement, to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. Landowner will provide as a part of such development a diverse mix of housing meeting a wide range of housing needs for the City, public facilities such as open space, recreational amenities, commercial centers, professional offices, and other services and amenities that are of benefit to the entire City. City and Landowner recognize and agree that but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide the facilities and services necessary for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost

of public improvements as herein provided to mitigate the impacts of development of the Property as such development occurs.

J. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Article V, Chapter 19.84 of Ordinance No. 3014 of the Roseville Municipal Code.

AGREEMENT

ARTICLE 1. GENERAL PROVISIONS

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

1.2 Binding Covenants. Upon satisfaction of the conditions to recordation of the Agreement set forth in Section 1.3.1 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005, and each and every subsequent purchaser or transferee of the Property or any portion thereof from Landowner.

1.3 Term.

1.3.1 Commencement Expiration. The term of this Agreement shall commence upon the Placer County Local Agency Formation Commission ("LAFCO") taking final action approving the annexation of the Property to City (the "Effective Date"), and shall extend for a period of thirty (30) years after the Effective Date, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto, provided, however, that the terms and conditions of this Agreement shall not be binding on the Property, nor shall Landowner have any development rights or improvements or payment obligations, with the exception of costs incurred by City in the processing of the Entitlements, with respect to any portion of the Property, as contemplated by the Entitlements and this Agreement, until LAFCO takes final action approving the annexation of the Property. The Agreement shall be recorded against the Property within ten (10) days after City enters into the Agreement, as required by California Government Code Section 65868.5. Following expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. As set forth in the Recitals above, the City's agreement to

approve development of the Property (including the zoning of the Property and the annexation of the Property to the City) is being made in consideration of Landowner's covenants under this Agreement. In the event of any such termination prior to recordation of this Agreement, Landowner acknowledges that the Entitlements shall no longer be vested by this Agreement and that the City shall not be required to approve any development of the Property, unless and until an effective development agreement is entered into with the City for the Property.

1.3.2 Automatic Termination Upon Completion and Sale of Residential Unit.

This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that; (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Public Services CFD required by Section 3.19 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this Section 1.3.2 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

1.3.3 Termination Upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or non-residential use (other than parcels designated for public use), when recording a final residential lot subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multi-family or non-residential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within the Public Services CFD required by Section 3.19, or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) with respect to residential parcels, an affordable purchase or rental housing agreement, if required for such parcel pursuant to Section 2.6.1.1, has been recorded on the parcel. City shall cause any written notice of termination approved pursuant to this subsection to be recorded with the County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or non-residential parcel as provided for in this Section 1.3.3 shall not in any way be construed to terminate or

modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

1.3.4 Tolling During Legal Challenge. In the event that this Agreement or any of the Entitlements are subjected to legal challenge by a third party, and Landowner is unable or elects not to proceed with the Project due to such litigation, the term of and timing for obligations imposed pursuant to this Agreement shall be automatically tolled during such litigation.

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of City and Landowner (and/or any successor owner of any portion of the physical area to which the benefit or burden of the amendment would apply), in accordance with the provisions of the Development Agreement Statute. If the proposed amendment affects less than the entirety of the Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. The parties acknowledge that under the City Zoning Code and applicable rules, regulations and policies of the City, the Development Services Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the City Council. Accordingly, the approval by the Development Services Director of any minor modifications to the Entitlements that are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective or to be subject to this Agreement.

For purposes of this Section, minor modifications shall mean any modification to the Project that does not relate to (i) the term of this Agreement, (ii) permitted uses of the Project, (iii) density or intensity of use, except as allowed pursuant to Section 2.3 of this Agreement, (iv) provisions for the reservation or dedication of land, (v) conditions, terms, restrictions or requirements for subsequent discretionary actions, or (vi) monetary contributions by Landowner, and may be processed under CEQA as exempt from CEQA, or with the preparation of a Negative Declaration or Mitigated Negative Declaration.

1.5 Recordation Upon Amendment or Termination. Except when this Agreement is automatically terminated due to the expiration of the Term or the provisions of Section 1.3.2 above, the City shall cause any amendment hereto and any other termination hereof to be recorded, at Landowner's expense, with the County Recorder within ten (10) days after City executes such amendment or termination. Any amendment or termination of the Agreement to be recorded that affects less than all the Property shall describe the portion thereof that is the subject of such amendment or termination.

1.6 Annexation. The ability to proceed with development of the Property

pursuant to the Entitlements shall be contingent upon the annexation of the Property into the City. Pending such annexation, Landowner, at its own risk, may process tentative parcel maps and tentative subdivision maps, design review permits, Major Project Permits (Stage 1), and improvement or construction plans for improvements and City may conditionally approve such tentative maps, design review permits, Major Project Permits (Stage 1) and/or improvement plans in accordance with the Entitlements, provided City shall not approve any final parcel map or final subdivision map for recordation nor approve the issuance of any grading permit for grading any portion of the Property or building permit for any structure within the Property prior to the annexation of the Property to the City. Prior to annexation of the Property to the City, Landowner may, subject to City's review and approval, seek a grading permit from Placer County for purposes of effectuating other agency permits or approvals on the Property or in the Specific Plan as provided in Sections 2.7.1 and 2.7.2 below, and City shall cooperate in Landowner's efforts to obtain any such grading permit.

City shall use its best efforts and due diligence to initiate such annexation process, obtain the necessary approvals and consummate the annexation of the Property into the City, including entering into any annexation agreement that may be required in relation thereto, subject to the City's review and approval of the terms thereof. Landowner shall be responsible for the costs reasonably and directly incurred by the City to initiate, process and consummate such annexation.

1.7 Pro Rata Share/Fair Share – Defined. Except as specifically provided otherwise in this Agreement, the terms pro-rata share or fair share shall mean a share of the total cost of a facility or facilities based on a dwelling unit equivalent calculation using the total units within the ARSP as the numerator and the total number of unbuilt and entitled units in the Annexation Area, as the case may be, as specified in this Agreement, as the denominator.

ARTICLE 2. DEVELOPMENT OF THE PROPERTY

2.1 Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements.

2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of the Entitlements, including, but not limited to, allocation of residential units to residentially designated parcels in the Specific Plan, minimum lot sizes, street locations and configurations in any approved tentative subdivision maps, and

allocation of building square footage to commercially designated parcels in the Specific Plan. City acknowledges that the Entitlements include the following Specific Plan land use designations and approximate acreages, net of road right of way ("Net Acre") for Low Density Residential and Medium Density Residential land uses (gross acres for all other land uses), for the Property as shown in the Specific Plan Land Plan in Exhibit "E", attached hereto and summarized below:

Low Density Residential	1,302 units on 248.8 Gross Acres;
Medium Density Residential	542 units on 50.3 Gross Acres;
High Density Residential	873 units on 38.1 Gross Acres;
Community Commercial	23.9 Gross Acres;
Community Commercial/Village District	109 units on 27.3 Gross Acres;
Park	22.1 Gross Acres;
Open Space	134.8 Gross Acres;
Open Space (Paseos)	10.7 Gross Acres;
School	9.6 Gross Acres;
Public/Quasi Public	7.6 Gross Acres;
Urban Reserve	20.0 Gross Acres;
Right of Way	52.0 Gross Acres;
NAPOTS (Placer Parkway)	49.2 Gross Acres.

Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the Effective Date of this Agreement. Landowner's vested right to proceed with the development of the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses set forth in the Entitlements, and as more fully set forth in Section 2.4.1 below.

2.3 Density Transfer. The number of residential dwelling units planned for the different Parcels within the Project may be transferred to other Parcels within the Project, subject to compliance with the conditions for such transfer as set forth in the Specific Plan. All unused units must be transferred prior to approval by the City Council of the last small lot final map or design review permit for the last high-density residential parcel map for the Property. Any unused units not so approved for transfer shall revert to the City unit pool and Landowner shall have no subsequent claim to such units.

2.4 Rules, Regulations and Official Policies.

2.4.1 Inconsistency. Except as prohibited by Government Code Section 65869.5 or other applicable state or federal law, to the extent any future rules, ordinances, regulations or policies applicable to development of the Property are inconsistent with the land use designations or permitted or conditionally permitted

uses on the Property, density and intensity of use, rate or timing of construction, design requirements, maximum building height and size, or provisions for reservation and dedication of land or other conditions of approval or terms under the Entitlements as defined herein and as provided in this Agreement, the terms of the Entitlements and this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, fees, regulations or policies applicable to development of the Property are not inconsistent with the land use designations or permitted or conditionally permitted uses on the Property, density and intensity of use, rate or timing of construction, design requirements, maximum building height and size, or provisions for reservation or dedication of land or other terms or conditions under the Entitlements or under any other terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable to the development of the Property, except as limited by Section 2.5.2 of this Agreement.

2.4.2 Obligation to Meet and Confer. If City attempts to apply to the Project future rules, ordinances, fees, regulations or policies which Landowner believes to conflict with the Entitlements, Landowner shall provide to City in writing a notice describing the legal and factual basis for Landowner's position. The parties shall meet and confer within thirty (30) days after the date of such written notice by Landowner to discuss the matter.

2.4.3 Application of Changes. Nothing in this section shall preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated or required by changes in State or Federal laws or regulations. To the extent that such changes in City laws, regulations, plans or policies prevent delay or preclude compliance with one or more provisions of this Agreement, City and Landowner shall take such action as may be required pursuant to Section 4.1 of this Agreement to comply therewith.

2.4.4 Authority of City. This section shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent discretionary actions shall not prevent or delay development of the Property for the uses and to the density and intensity of development as provided by the Entitlements and this Agreement, in effect as of the date that City executes this Agreement.

2.5 City Fees, Taxes and Assessments.

2.5.1 Processing Fees and Charges. Landowner shall pay those processing, inspection and plan checking fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and

other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

2.5.2 Public Financing Limited to Specific Funding Mechanisms. This Agreement includes specific construction, funding and reimbursement obligations of Landowner and specific rights or obligations, as the case may be, to participate in a community facilities district(s) or a similar financing district to fund the acquisition and construction of specific facilities and the maintenance of certain improvements. Landowner's obligation with respect to the participation of the Property in any funding mechanisms to support the construction of any other public facilities and improvements or the provision of public services in relation to development of the Property shall be to pay City fees related to the construction and provision of such public facilities authorized by ordinance to be collected by City as of the date that City executes this Agreement as such fees may be adjusted from time to time in accordance with applicable law, or such other fees as may be duly adopted in the future by City from time to time in accordance with applicable law; provided, however, except as otherwise specifically provided in this Agreement, Landowner's obligation to pay future City fees is limited to those fees adopted on a City-Wide basis or which apply uniformly to all properties within the City of Roseville which are zoned consistent with Landowner's zoning as set forth in the Entitlements, or which apply uniformly to all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances.

2.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Landowner shall provide 283 units affordable to very low and low -income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be 40% for very low and 60% for low income households. Any adjustment based on actual development shall be subject to the approval of the City Manager or his/her designee. Prior to issuance of a building permit for any affordable rental unit on a parcel within the Project, City and Landowner shall enter into an Affordable Rental Housing Agreement giving effect to the requirements and intent of this Agreement.

The term "very low income" means households earning 50% or less of median income, and "low income" means households earning 51% to 80% of median income, as published annually by the U.S. Department of Housing & Urban Development ("HUD"). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5. For each of the household income ranges specified herein, household income at the upper limit of the

specified ranges shall be used in determining qualifying rents for affordable rental residential units. Unless a City subsidy is provided, as set forth in Section 2.6.1.3 below regarding any future potential subsidy, or other restrictions are placed on the Parcel due to the type of financing secured by the ultimate developer of the Parcel, qualifying rents for affordable rental residential units shall be based on the upper limit of specified income levels.

Locations of affordable housing sites are shown in the Specific Plan and Exhibit "F". Such locations may be modified pursuant to Section 2.6.1.4 of this Agreement.

2.6.1 Multi Family Affordable Rental Units.

2.6.1.1 Affordable Obligation. Landowner agrees that two hundred and eighty-three (283) affordable rental units will be reserved within the Property, including one hundred and thirteen (113) units for rental to very low income households and one hundred and seventy (170) units for rental to low income households as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
AR-19	230	170	68	102
AR-44	150	113	45	68
Total	380	283	113	170

2.6.1.2 Transfer/Satisfaction of Obligation. At the request of Landowner, the affordable rental housing obligation (or any portion thereof), including any excess affordable rental units committed to by Landowner above its allocated affordable rental housing obligation hereunder, may be transferred, with the consent of the Economic Development Director, from one Parcel to another parcel within the Specific Plan, subject to the approval of the owner(s) of both the transferring and receiving parcels. No such transfer shall require an amendment to this Agreement, but City and Landowner and the owner(s) of the receiving parcels shall execute an instrument memorializing such transfer of obligation that shall be recorded against the affected parcels, with reference to this Agreement.

2.6.1.3 Future Potential Compensation by City. If and to the extent funding to subsidize the provision of affordable housing within the City as described herein is or becomes available to City and is not otherwise committed by City to other affordable housing projects, City at its sole discretion may compensate Landowner or its successors from such available funds. Landowner acknowledges that, as of the Effective Date hereof, City does not have and does not anticipate obtaining any such subsidies that would be available to compensate Landowner hereunder, and if City cannot provide or identify any such subsidies, Landowner shall nevertheless be

obligated hereunder to provide the affordable housing as required by this Agreement. In connection herewith, Landowner hereby waives any claims, suits, or actions against City on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Section 1954.50 et seq.

If and to the extent available, to compensate Landowner for providing rental housing affordable to low income households and very low income households, such compensation (hereinafter, "subsidy" or "subsidies") may be issued through a combination of density bonus, fee deferrals or financing, federal, state and/or local programs or any other form agreeable to Landowner and City. Landowner shall join City in any application prepared for federal, state, local or private funding for any potential subsidies, and Landowner shall use its best efforts to cooperate with City to obtain approval thereof, provided any additional costs or liabilities associated with Landowner's participation therein shall be subject to Landowner's reasonable approval.

To the extent that public funds or subsidies are provided to the development of affordable rental units, Landowner shall provide written notice to builder(s) of such affordable units that such construction may be subject to a requirement to pay prevailing wage.

2.6.1.4 Community Facilities Districts. The City Manager or his/her designee shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to an Affordable Rental Housing Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Rental Housing Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, if and when a Community Facilities District is formed encompassing the Property, set the applicable special tax for such Parcel at a level described in the rate and method for said Community Facilities District.

2.6.1.5 In Lieu Fee – Affordable Housing. In the event City adopts a fee to be paid in lieu of construction rental housing affordable to low or very low income households, Landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units on the Property.

2.6.2 Not a Limitation. Nothing in the foregoing Sections 2.6.1 and 2.6.2 shall be construed to limit Landowner from offering units for rental or purchase to households of very low, low or middle incomes in excess of the number of units specified.

2.7 Wetlands.

2.7.1 404 Permit. Landowner has obtained verification from the U.S. Army Corps of Engineers (the "Army Corps") of the presence of vernal pools and of wetland swales/channels on the Property. Landowner shall obtain from the Army Corps a permit (the "404 Permit") to fill specific wetland resources in conjunction with development of the Property, as well as all offsite improvements required to be constructed by Landowner. Landowner shall diligently pursue and obtain issuance of the 404 Permit and any amendment, modification or supplement thereto, or an additional 404 Permit if required, in order to implement the Project. Such 404 Permit or Permits shall be approved, with conditions satisfactory to the City if such conditions impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements on the Property. Landowner shall, in implementation of the 404 Permit, be required to append to the City's Open Space Preserve Overarching Management Plan. Landowner intends to mitigate the impacts of such wetland fills through a combination of on-site preservation ("Preserve Area(s)"), off-site preservation and/or on-site and off-site creation or restoration of wetland resources. Should on-site preservation require monitoring and a corresponding conservation easement recorded in favor of a third party non-profit entity, City shall have the right to approve the conservation easement and third party non-profit entity, and Landowner shall be responsible for any required endowment to fund long-term third party monitoring and reporting as may be required under the conservation easement. In addition, any off-site preservation properties that Landowner obtains to partly or wholly mitigate the impacts of such wetland fills, where such off-site preservation properties (the "Off-Site Preservation Properties") are adjacent to City's Al Johnson Wildlife Area, may be dedicated to City by Landowner, subject to approval by City. The Off-Site Preservation Properties shall be consistent with the requirements of this Section 2.7 of the Agreement, including appending to City's Open Space Preserve Overarching Management Plan, and funding of management, maintenance, monitoring and reporting obligations. Landowner shall use its reasonable best efforts, subject to approval of Federal and State resource agencies, to provide for the establishment of passive recreation opportunities (such as Class I bike trails and wildlife viewing) in such Off-Site Preservation Properties that are adjacent to City's Al Johnson Wildlife Area. Should the Off-Site Preservation Properties to be dedicated to City require monitoring and a corresponding conservation easement recorded against the Off-Site Preservation Properties in favor of a third party non-profit entity, City shall have the right to approve the conservation easement and third party non-profit entity. In addition, Landowner shall be responsible for any required endowment to fund long-term monitoring and reporting by the third party non-profit entity that may be required under the applicable conservation easement.

Landowner shall obtain any amendments to the 404 Permit(s) that are, or may be, required and any other State or Federal permits that may be required in order

to construct improvements specified in the Specific Plan, the 404 Permit and this Agreement, including improvements for the Preserve Area(s). Notwithstanding this obligation of Landowner, City and Landowner shall, to the maximum extent feasible, avoid infrastructure designs and locations that would require Landowner to amend its 404 Permit or any other permit required by State or Federal agencies.

2.7.2 Westbrook Boulevard. Among the public improvements to be constructed on the Property that will be covered by the 404 Permit is Westbrook Boulevard from the southern boundary of the Plan Area through the ARSP. Unless constructed by another third party, Landowner is also obligated to construct Westbrook Boulevard, including the utilities located within or adjacent to Westbrook Boulevard, from the point that Westbrook Boulevard reaches the southern boundary of Parcels C-51 and C-52 in the Creekview Specific Plan ("CSP") area up to the southern boundary of the ARSP. However, Landowner is not obligated by this Agreement to obtain a 404 Permit for that portion of Westbrook Boulevard between Parcels C-51 and C-52 in the CSP. Rather, Landowner and City acknowledge that property owners in the CSP area have obtained 404 permits that include the portion of Westbrook Boulevard between Parcels C-51 and C-52 in the CSP pursuant to Section 2.7 of the CSP development agreement with City.

The CSP development agreement provides for assignment by the CSP property owners of the 404 Permit or portions of the 404 Permit for the CSP that relate to the portion of Westbrook Boulevard between Parcels C-51 and C-52, along with mitigation therefor, if such mitigation has been acquired and implemented by the CSP landowners at the time that Landowner or third parties are prepared to advance construction of that segment of Westbrook Boulevard. The CSP development agreement further provides that if the property owners in the CSP have not yet acquired and/or implemented the mitigation required to build such segment of Westbrook Boulevard, then the CSP landowners shall reimburse the constructing party for the cost of acquiring and implementing the needed mitigation to construct that segment of Westbrook Boulevard, as set forth in the CSP development agreements and as set forth in this Agreement. Under no circumstances shall Landowner be required to reimburse the CSP property owners for the cost of mitigation and/or implementation of mitigation required for constructing the identified portion of Westbrook Boulevard as set forth herein, including any costs of state and federal permitting, or any mitigation costs for infrastructure in the CSP.

2.7.2.1 Compliance with 404 Permit Conditions. Any violation of the 404 Permit by Landowner arising out of construction of drainage outfalls and other drainage improvements in a Preserve Area shall be the responsibility of Landowner. Following any required establishment periods as provided in this Agreement, outside agency permit(s), and upon City acceptance of such improvements (which shall occur upon completion of such drainage improvements prior to City acceptance of the

Preserve Area(s)), City shall be responsible for the normal operation and maintenance of such outfalls and other drainage improvements within dedicated areas, the cost of which shall be funded through the CFD for Public Services as set forth in Section 3.19 below. Notwithstanding City's acceptance of the drainage improvements, the City shall not be responsible for any 404 Permit or Clean Water Act violations arising from Landowner or third party actions affecting the normal operation of the drainage system. City shall be responsible for any 404 Permit or Clean Water Act violations, and the costs thereof, arising out of actions of the City causing such violation(s). It is also acknowledged that the City's acceptance and normal operation of the public storm drain system does not alter Landowner's obligation and responsibility for compliance with the applicable 404 Permit Preserve Area Establishment Period (as defined in Section 2.7.2.3 below) success criteria.

2.7.2.2 Preserve Area Establishment and Perpetual Monitoring Phases. It is anticipated that the 404 Permit referenced in Section 2.7.1 of this Agreement and subsequent subsections will require preservation and/or creation or restoration of wetland resources within Preserve Areas to be established on the Property as well as on the Off-Site Preservation Properties. City and Landowner shall cooperate with one another in the formation of a financing mechanism as provided for in Section 2.7.4, to fund the costs of monitoring and maintaining the Preserve Area and the Off-Site Preservation Properties in accordance with the 404 Permit. The financing mechanism may be established to address the two separate phases of on-site Preserve monitoring: the Establishment Monitoring Phase and/or Perpetual Monitoring Phase, as described below.

The first phase, or the Establishment Monitoring Phase, would occur during the time that the Preserve property remains under ownership of Landowner and adjacent build-out is occurring in accordance with the Entitlements and 404 Permit(s). During the Establishment Monitoring Phase, created wetlands would be monitored for success in accordance with criteria identified in the 404 Permit, and the balance of the Preserve Areas would be monitored in accordance with City's Open Space Preserve Overarching Management Plan. Prior to City acceptance of the Preserve Areas, all other identified Preserve improvements would have been constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, and utility lines. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit and will depend in part on the ability of created mitigation wetlands to meet success criteria identified in the 404 Permit. City and Landowner acknowledge and agree that City will take ownership of the Preserve in accordance with the process outlined in the City's then current Open Space Preserve Overarching Management Plan after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria, any special management conditions related to the Preserve Area as may be identified in the 404 Permit have been implemented, and all required Preserve improvements and/or facilities have been completed to the

satisfaction of the City and applicable Federal permitting agencies.

The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permit.

2.7.3 Maintenance by Landowner During the Establishment Monitoring Phase. Landowner shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas and Off-Site Preservation Properties, in accordance with the City's then current Open Space Preserve Overarching Management Plan, including, but not limited to, development of any 404 Permit required supplemental Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area.

Furthermore, during said Establishment Monitoring Phase, Landowner shall indemnify, defend and hold City harmless from any and all costs, liabilities or damages for which the City is held responsible or alleged to be responsible under the 404 Permit, which arise out of or relate to any failure of Landowner to satisfy such 404 Permit and Establishment Monitoring Phase requirements, excluding any such failure caused by the active negligence of City or any employees, agents or contractors thereof. City acknowledges and agrees that any proposed use or improvement of the Preserve Area will be subject to the provisions of the 404 Permit and the City's then current Open Space Preserve Overarching Management Plan (as defined herein and in Section 2.7.4 below). Landowner acknowledges responsibility for obtaining 404 permit coverage for all open space uses specified in the Project and this Agreement.

Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on the Property and the Off-Site Preservation Properties will be made available to Landowner for on-going Preserve Area maintenance, monitoring, and reporting up to and until such time as City assumes the obligation for Perpetual Monitoring.

2.7.4 Maintenance by City During the Perpetual Monitoring Phase. A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to

the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s). During said Perpetual Monitoring Phase, Landowner shall, to the extent Public Services CFD funds generated by the Property are available to correct such below-referenced failure to comply with the Overarching Management Plan and/or any special management conditions identified in the 404 Permit by Landowner or third party, indemnify, defend and hold City harmless from any and all costs, liabilities or damages for which the City is held responsible or alleged to be responsible under the 404 Permit (of the transferred Preserve), which solely arise out of or relate to any failure of Landowner to satisfy such Overarching Management Plan and/or any special management conditions identified in the 404 Permit and mitigation monitoring requirements, excluding any such failure caused by the active negligence of City or any employees, agents or contractors thereof. City acknowledges and agrees that any proposed use or improvement of the Preserve Area(s) during the Perpetual Monitoring Phase will be subject to the provisions of the 404 Permit and the City's Open Space Preserve Overarching Management Plan and/or any special management conditions identified in the 404 Permit.

2.7.5 Facilities Included in 404 Permit. Landowner shall use its best efforts to ensure that the approval of its 404 Permit includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, outfalls, culverts, and ancillary improvements that are described in the Specific Plan and this Agreement. To the extent feasible, these improvements within the Property should be located within the Preserve "transition zone", a separate approximately 30-foot wide open space parcel located between the Preserve Area and development parcels. In this regard, Landowner shall include the location of known proposed bike paths, fuel modification areas, passive recreation areas, vehicular access routes for maintenance of open space, sewer facility maintenance, water quality structures and drainage and flood control facilities on all maps and/or exhibits accompanying all 404 Permit(s) applications to ensure all proposed open space improvements are disclosed and considered by the Army Corps during 404 Permit processing and drafting of permit conditions. Such open space improvements shall include the following:

- (i) Maintenance access ramps from Westbrook Boulevard to the Preserve Area north and south of University Creek (from both the east and west sides of Westbrook Boulevard), as shown in Exhibit "Z-1";
- (ii) A maintenance access crossing of University Creek capable of accommodating a 30,000 pound vehicle (grass fire rig) as part of off-site drainage improvements located west of Parcel AR-92 on the Al Johnson Wildlife Area to access the southwest open space south of University Creek within the Property, as shown in Exhibit "Z-2".

- The bridge design shall be supported by a hydraulic analysis demonstrating no flood plain impacts from the structure;
- (iii) Subject to the results of Landowner's reasonable best efforts as set forth in Section 2.7.1 above, opportunities for passive recreation in the Off-Site Preserve Properties for wildlife viewing and a bike trail linking West Sunset Boulevard and the Al Johnson Wildlife Area.

If any significant modifications are proposed which conflict in any manner with the Entitlements related thereto and to the planned location and improvement of the bike paths as a result of approval of the applicable 404 Permit(s), the revised relocation and/or improvement of such paths or other facilities shall be resubmitted to the City for review. The City shall not unreasonably deny any request to relocate any of the paths or other facilities within or outside of the Open Space Preserves and the review of such modifications shall be made in accordance with CEQA.

2.7.6 Preserve Area Operation and Management Plan Fee. As discussed in this Section 2.7, it is anticipated that the on-site Preserve Area(s) and, if approved by City, the Off-Site Preservation Properties, will append to and be managed in accordance with the City's Open Space Preserve Overarching Management Plan, which may include supplemental management requirements and success criteria identified in the 404 Permit. In recognition of efficiencies achieved by appending to City's Open Space Preserve Overarching Management Plan, Landowner shall pay to City a one-time fee of \$20,000. Payment shall be made by Landowner upon effectuation of the 404 Permit and initiation of the Establishment Monitoring Phase management as outlined in City's Open Space Preserve Overarching Management Plan. Should the applicable resource agencies approve an independent preserve area operations and management plan for the Preserve Area(s) and Off-Site Preservation Properties such that City's Open Space Preserve Overarching Management Plan will be not applicable to such preserves, Landowner shall have no obligation to pay the fee referenced in this Section 2.7.6.

2.7.7 Optional Participation in the Placer County Conservation Plan. Landowner may elect to participate in the Placer County Conservation Plan (PCCP) as a Participating Special Entity as a means of obtaining the Project's 404 Permit. Landowner and City recognize that PCCP participation may alter the currently anticipated Federal Clean Water Act and Endangered Species Act mitigation approach set forth in this Agreement, including, but not limited to, on-site and off-site Preserve Area dedication, management, monitoring, maintenance, and funding requirements. Landowner and City shall use their reasonable best efforts and work cooperatively to implement PCCP permitting requirements for the Project, provided, however, that City shall not be responsible for any added costs that may result from Landowner's decision to participate in the PCCP.

2.8 Provision of Off-site Real Property Interests. In any instance where Landowner is required to construct any public improvement on land not owned by Landowner, Landowner shall as its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. The public improvements subject to the provisions of this Section 2.8 are as follows:

- (1) Westbrook Boulevard south of the Property, and utility easements adjacent to and/or thereunder, to the extent such real property interests have not previously been dedicated to City;
- (2) Improvements to the Al Johnson Wildlife Area not otherwise owned by City; and,
- (3) any other real property interest pertaining to public improvements which City requires Landowner to construct.

In the event Landowner is unable, after exercising commercially reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the California Civil Code, to acquire the real property interests necessary for the construction of such public improvements, and if so requested by Landowner and upon Landowner's provision of adequate security as determined by City for costs City may reasonably incur, City shall negotiate for purchase of the necessary real property interest for property within the City to allow Landowner to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established and to the extent allowed by law, use its power of eminent domain to acquire such required real property interest. Landowner shall pay all costs associated with such acquisition or condemnation proceedings. This Section is not intended by the parties to impose upon the Landowner an enforceable duty to acquire land or construct any public improvements on land not owned by Landowner, except to the extent that the Landowner elects to proceed with the development of the Property, and then only in accordance with valid conditions imposed by the City upon the development of the Property under and subject to the Subdivision Map Act or other legal authority.

In those circumstances where the City owns property in fee on or over which development of the Property requires permanent and temporary construction easements, road rights-of-way and/or sites for public facilities, City shall grant such permanent easement or temporary easements, right-of-way, or sites as needed for the timely and efficient development of the Property.

ARTICLE 3. LANDOWNER OBLIGATIONS

3.1 Development, Connection and Mitigation Fees. Except as otherwise provided in Section 2.5 of this Agreement, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CFD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.

3.2 Public Improvements To Be Dedicated, Constructed or Financed by Landowner. In conjunction with each phased Final Map, or as otherwise required by this Agreement, Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFW 1600 Streambed Alteration Agreements, RWQCB General Construction Permit, and 401 Certification, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. At the time of City acceptance of any land dedications, all land dedications, except for the NAPOTS Area described in Section 3.3.1 below, shall be free of environmental or other constraints or other encumbrances inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. In the event, however, that the land dedication by Landowner is triggered by the proposed construction of a third party for a public improvement identified in this Agreement, such third party shall assume the obligation to assure that, at the time of City acceptance, the land dedicated is free and clear of all Encumbrances, unless expressly waived by City. Landowner agrees to cooperate with such third parties to use their best commercially reasonable efforts to remove all Encumbrances, subject to lender or mortgagee consent, as may be required. Such cooperation by Landowner shall be at the sole cost to the third party requesting removal of Encumbrances prior to final dedicating acceptance by City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25. With respect to the wetland obligation referenced in Section 2.7.1 above, the third party shall assume the obligation to remove such wetland environmental constraint on the Property to be dedicated to City triggered by the third party's construction of the public improvements.

3.3 Project Phasing. Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases 1 through 3 substantially consistent with the Phasing Plan set forth in Exhibit "G" attached hereto. Infrastructure

may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments.

In the event that sub-phases are proposed within the identified Phases 1 thru 3, the following criteria will be used to establish the conditions and requirements for that portion of work:

- The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development.
- The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3.
- Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility/public service within the phase.
- Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Project.

The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met:

- Sanitary Sewer – One point of connection to the sewer outfall required, which may include a sanitary sewer lift station or interim lift station.
- Recycled Water – One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis via a potable water charging station, until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Up to three temporary potable water charging station connections to the recycled water system shall be allowed among the 3 phases 1-3, with one

temporary potable water charging station connection anticipated for Phase 1. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director.

- Potable Water – Two independent points of connection required to the ARSP Backbone water system to provide system looping.
- Roadway – Two points of access required (one may be a temporary EVA) and reasonable traffic circulation.
- Electric – Any sub-phase shall be consistent with Section 3.11 below.
- Grading -- A substantial earthwork effort is required by the ARSP. Sub-phasing plans will be required to demonstrate, through a detailed mass grading plan, that all sites (whether cut or fill) will be able to be constructed over time with an effort to minimize use of retaining walls. Haul roads, stock pile sites and adequate drainage facilities shall be identified on grading plans.
- Drainage – Any sub-phase shall demonstrate that adequate storm water management is provided.
- Streetscape Irrigation – Irrigation systems for streetscapes shall be separated by sub-phase and fully operational.

Landowner acknowledges that modifications to the Phasing Plan as shown in Exhibit “G” shall require additional City review. Special studies including but not limited to, water/recycled water/sewer/storm water systems, grading, traffic, fire response, electric supply, and other environmental review may be required. The Landowner will be responsible for all costs associated with the preparation of special studies, and for the associated costs of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.

3.3.1 Recordation of Large Lot Map(s). One Large Lot Tentative Map (“LLM”) shall be prepared for the entire Plan Area, allowing phasing of the final map (“Large Lot Final Map”). Large Lot Final Maps can record independent of the others

consistent with the LLM. Consistent with Section 3.5.4.2 below, performance security (in a form acceptable to City) shall only be required for small lot subdivision maps being recorded prior to the acceptance of improvements by City. Future public lands within the Plan Area, including the well site, sewer lift station, fire station, open space, drainage channels, and parks shall be dedicated to the City on the face of each Large Lot Final Map as an irrevocable offer to dedicate ("IOD").

With the recordation of the first Final Map, the Landowner shall grant to City separate IODs for (1) rights-of-way ("RoW") for all arterial roadways to include all landscape corridors adjacent to Low Density Residential and Medium Density Residential parcels, (2) open space parcels within the Project, (3) public utility easements ("PUEs") consisting of twenty-five (25) feet adjacent to RoW dedications adjacent to land uses other than Low Density Residential and Medium Density Residential land uses, except as otherwise shown in the Specific Plan, (4) drainage channels, (5) all P/QP parcels (except the school site), and (6) temporary construction easements ("TCEs") with rights of access and rights to construct, covering the combined width of the RoW, PUEs, IODs and open space parcels (subject to any conditions in the 404 Permit). City shall have the right to accept IOD and TCE dedications on behalf of or for use by any third party developer(s), subject to such third parties executing a right of entry agreement, including indemnification provisions, acceptable to Landowner, which acceptance shall not be unreasonably withheld.

In addition, Landowner shall with recordation of the first Final Map grant to City a separate IOD for the future Placer Parkway alignment, including an area for the portion of a potential future interchange at the Placer Parkway/Westbrook Boulevard intersection that would lie within the Project boundaries, area that are designated "not a part of this subdivision" ("NAPOTS" or "NAPOTS Area") on the Land Use Plan. Notwithstanding the provisions below for City acceptance of all RoW IOD's, City shall not be obligated to accept such IOD for the NAPOTS Area until the earlier of the recordation of the final small lot map for Phase 3 of the Project or execution of the contract for the construction of the segment of Placer Parkway including the NAPOTS Area. Landowner shall include the maintenance of the NAPOTS Area in its Community Facilities District – Public Services under Section 3.19 below, until such time as the contract for the construction of the segment of Placer Parkway including the NAPOTS Area is executed. Landowner shall maintain the NAPOTS Area prior to City acceptance, using funding from the CFD – Public Services. Upon City acceptance of the IOD for the NAPOTS Area, City shall be responsible for maintenance of the NAPOTS Area, using funding from the CFD – Public Services, until such time as indicated herein.

City shall accept all RoW and PUE IOD's subject to improvement. IOD's shall remain in force until such time as all Landowner obligations for public improvements and/or Preserve Area Establishment Monitoring Phase monitoring is

complete. Upon issuance of a Certificate of Completion ("COC") for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications. The City is not obligated to accept land dedications for future P/QP, Open Space, Park, or other public improvements until the frontage improvements to such land dedications are completed. Furthermore, Open Space Preserve Area acceptance shall take place as described in Section 3.12.9.1 and the City's Open Space Preserve Overarching Management Plan. Except as provided in Section 3.12.9 below, maintenance of these properties remains a Landowner obligation until accepted by City.

3.4 Public Utilities Within Rights-of-Way. All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Accordingly, upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, pursuant to Section 3.3.1, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors, shall be as shown in the Specific Plan.

Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.

3.5 Road Improvements. Landowner, at its expense, shall provide the road improvements set forth in this Agreement, the Specific Plan, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement Schedule set forth in Exhibit "BB", and as shown in Exhibit "H".

3.5.1 Landowner's Obligations. Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights, appropriate striping, all necessary drainage improvements including storm water management requirements, fiber optic cable conduit as set forth in Exhibit "T", and pavement section. Except as provided below in Section 3.5.2, Landowner's frontage obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing,

grading of ½ of the full road section, drainage facilities including storm water management requirements, utilities, street lights, signal interconnect conduits, fiber optic cable conduit as set forth in Exhibit "T", and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, striping, and any additional pavement widening at intersections and driveways to accommodate turn lanes and bus turnouts as may be required by the City Engineer (collectively "Frontage Improvements"). Right turn auxiliary lanes, turn flares, decel lanes, tapers, transition lanes, widening at driveways and bus turnouts shall be constructed by Landowner in, and encroach into, the public utility easement/landscape easement corridors per the Specific Plan. Additional RoW dedication is required where multiple left turn lanes are required per City Standards. The area within which such Frontage Improvements are to be located shall be referred to herein as Landowner's frontage. Unless specifically identified within this Agreement, Landowner shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required Frontage Improvements along arterial roadways, or for any residential and/or collector roadway improvements.

Except as set forth below, installation of median landscaping and median curbing shall be constructed concurrent with roadway construction. Landscaping and sidewalks adjacent to roadways may be constructed concurrent with the development of adjacent parcels. Paseo and Bike trail connections will be constructed consistent with Sections 3.12.6 and 3.12.7, respectively, of this Agreement.

3.5.2 Arterial Roadways. Landowner shall grant easements and dedicate all IODs for all arterial roadways as set forth in Sections 3.2 and 3.3.1 above. Arterial roadways wholly within and adjacent to the Project are Westbrook Boulevard, and Roads B and D east of Westbrook Boulevard. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. The phasing and improvements required for each arterial are shown on Exhibit "H" and described in the Phasing Plan, Exhibit "G". Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner pursuant to this Section 3.5.2 shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Project that are in excess of required Frontage Improvements by withholding 25% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner, provided, however, that if Landowner constructs CIP improvements that are the obligation of the CSP, the TMF Set-Aside Fund percentage for the Project out of the City TMF Fund shall be 50 percent (50%). Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed

from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement.

Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors.

Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows:

(a) Roads B and D. Roads B and D are planned as 4-lane arterials east of Westbrook Boulevard. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, as well as the adjacent inside lane, i.e., the CIP Improvements, for both sides of Roads B and D east of Westbrook Boulevard to the eastern Plan Area boundary, pursuant to the Phasing Plan set forth in Exhibit "G".

City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional inside lane pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 25% credits (50% if Landowner constructs CIP improvements that are the obligation of the CSP) against the TMF applied to the building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property.

(b) Westbrook Boulevard. Westbrook Boulevard is planned as a 6-lane arterial roadway. Landowner shall construct both outside Frontage Improvements to form a continuous roadway from south to north and shall include the full grading of the ultimate roadway section and the construction of a 4-lane road section of the ultimate 6-lane roadway, including specified landscape median (8 feet south of Road A and 14 feet north of Road A), as defined in Section 3.5.1, which 4-lane section includes the frontage improvements as well as the adjacent inside lane, i.e., the CIP improvements, on each side of Westbrook Boulevard.

City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 25% credits against

the TMF (50% if Landowner constructs CIP improvements that are the obligation of the CSP) applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property.

Westbrook Boulevard Frontage Improvements shall be constructed in phases consistent with the Phasing Plan set forth in Exhibit "G". Each phase of such Westbrook Boulevard Frontage Improvements shall be triggered upon on-site development of the specific parcels adjacent to the roadway and shall include the full grading of the ultimate roadway section and the construction of a 4-lane road section of the ultimate 6-lane roadway, including specified landscape median (8 feet south of Road A and 14 feet north of Road A), and frontage improvements on both sides. Limits of construction phases of Westbrook Boulevard shall be determined by the City Engineer at such time as Landowner submits sub-phasing plans as provided for in Section 3.3.

In the event that development of the ARSP precedes the extension of Westbrook Boulevard through the Creekview Specific Plan ("CSP") by the CSP landowners, Landowner shall assume the obligation to extend Westbrook Boulevard through the CSP and into the Plan Area. Within thirty (30) days of City acceptance of Landowner's improvement plans for Westbrook Boulevard, including the portion of Westbrook Boulevard through the CSP, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner for the CIP portion of Westbrook Boulevard, based upon invoices for actual work constructed, for stages of Westbrook Boulevard that have been signed off by City inspectors. All City reimbursements to Landowner for the CIP portion of Westbrook Boulevard shall be from funds from the TMF Set-Aside Fund. All frontage improvements for that portion of Westbrook Boulevard through the CSP that Landowner constructs shall be reimbursed to Landowner by the CSP at such time when construction of the improvements would have been required had the improvement not been so advanced by Landowner. Reimbursement shall be adjusted annually by the CCI from the date the reimbursable costs were incurred by Landowner to the date of reimbursement, as provided in Section 3.26 of the CSP Development Agreement.

3.5.3 West Sunset Boulevard. Landowner shall have the obligation to construct improvements to West Sunset Boulevard in unincorporated Placer County immediately north of the Annexation Area (the "West Sunset Improvements") to a Rural Secondary Roadway standard pursuant to Placer County standards in effect as of the Effective Date of the Agreement. The West Sunset Improvements shall be constructed as initial improvements and ultimate improvements, as set forth in Exhibits

"H-3-A, -B, and -C" hereto. Initially, the West Sunset Improvements shall consist of an all weather fire access road (emergency vehicle access only) along the future alignment of Westbrook Boulevard from West Sunset Boulevard south to where initial Westbrook Boulevard improvements in the Project have been constructed, including a gate and fencing to restrict public access to the satisfaction of the City Engineer. As set forth in the Phasing Plan in Exhibit "G", the ultimate West Sunset Improvements shall be constructed by Landowner at the time of commencement of construction of Phase 3 of the Project. The West Sunset Improvements shall consist of two 12-foot travel lanes, two 4-foot shoulders, a new 8-foot wide drainage ditch on the south side of roadway, and necessary turn lanes, as shown in Exhibit "H-3-A, -B, and -C", along with a 5-foot sidewalk within a 25-foot landscape corridor along the southern edge of West Sunset Boulevard adjacent to the Property and within the new City boundary to be created by annexation. There shall be no requirement for street lighting along West Sunset Boulevard, and the only electrical facilities along West Sunset Boulevard required of the Project shall be electrical facilities to serve the traffic signal to be constructed at the intersection of Westbrook Boulevard and West Sunset Boulevard, as well as the electrical facilities to serve the landscaping to be constructed by Landowner as part of the West Sunset Improvements. In order for Landowner to construct such West Sunset Improvements, Placer County shall need to abandon a portion of its existing right-of-way on the southern portion of West Sunset Boulevard along the entire northern border of the Project (as shown in Exhibit "H-3-A"). The annexation of the ARSP shall extend north to a point south of the West Sunset Improvements, including land that the County needs to abandon as herein described, as shown in Exhibit "H-3-A". Landowner and City shall work together with Placer County to convey all existing interests in the LSE/PUE within the annexed area to City or to Landowner, who shall in turn offer the dedication of the landscaped corridor as RoW to City.

Should Placer County, or the City and Placer County jointly, develop a fee program that includes the West Sunset Improvements or any portion thereof, which fee program requires payment of traffic impact fees to fund the West Sunset Improvements at the time of issuance of building permits in the Project, Brookfield Sunset, LLC shall be entitled to reimbursement for the cost of the West Sunset Improvements that Brookfield Sunset, LLC or its assignee(s) has constructed pursuant to this Agreement, with reimbursement from such traffic fees collected in the above referenced fee program from the issuance of building permits in the Project or paid by third parties. Such reimbursement shall be personal to Brookfield Sunset, LLC, and does not run with the Property to successors and assigns, unless Brookfield Sunset, LLC provides written notice to Placer County or to City and Placer County, as the case may be, that said reimbursements have been assigned by Brookfield Sunset, LLC to a third party.

3.5.4 Timing of Dedication and Security for Road Improvements.

3.5.4.1 Rights-of-way for the arterial roadways and the NAPOTS

Area shall be dedicated as an IOD to the City as set forth in Sections 3.2 and 3.3.1, and with the recordation of the first Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements.

3.5.4.2 Prior to the recordation of a small lot residential subdivision map for the Property, Landowner 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 the single collector street in the Project to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.

3.5.5 Road Improvement Standards. All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the City Engineer. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.

3.5.6 Landscape Setbacks. For the roadways within and/or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, right turn auxiliary lanes, turn flares, decel lanes, and turn lane tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, traffic control equipment (signs and traffic signals), walls and related uses, and shall be included in the road rights-of-way, adjacent to LDR and MDR parcels. Such setbacks shall not be included within rights-of-way adjacent to High Density Residential and nonresidential uses as set forth in the Specific Plan.

3.5.6.1 Separated Sidewalks. Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping (consistent with City's Water Efficient Landscape Ordinance) within the landscape planter, including, street trees (to be trimmed per City standards) located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter. Individual homeowners shall be notified by any such applicable Homeowners Association of a restriction against replacing landscaping with hard surface

improvements within the above referenced landscape planter.

3.5.7 Traffic Signals. Landowner shall be responsible for the costs of construction of traffic signals as shown on Exhibit "I" and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals set forth in Exhibit "I", for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, as defined in Section 3.5.2 above. At a minimum, and in the case where full signal improvements are not warranted at the time of construction by Landowner, then, at the discretion of the City Engineer, Landowner shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions set forth in this Section 3.5.7. For those traffic signals to be completed at a later date, City shall be responsible to install mast arms, signals and signal controllers when they are needed. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner under this Section 3.5.7, City shall provide 25% credits (50% if Landowner constructs CIP Improvements that are the obligation of the CSP) to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to reimbursements and/or credits toward the appropriate City traffic mitigation fee for the design and construction of public traffic signals and/or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for reimbursement from the TMF Set-Aside Fund.

3.5.8 Update of City Fee. Landowner acknowledges that as a result of approval of the Project, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Project. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective Date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the Creekview Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the Project is higher than that charged in the Creekview Specific Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the Project. To the extent that the Traffic Mitigation Fee adopted for the Property is lower than that charged in the Creekview Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.

3.5.9 Highway 65 Joint Powers Authority. Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion.

Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the Creekview Specific Plan Area ("Interim Highway 65 JPA Fee") in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.

Nothing in this Section shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.

3.5.10 South Placer Regional Traffic Fee. Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion.

Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the Creekview Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.

Nothing in this Section shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.

3.5.11 Tier II Traffic Fee. The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$6,332.96 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average. Upon approval by the SPRTA Board, SPRTA Tier II Traffic Fees to be paid by the Project shall be subject to a credit per DUE for costs advanced by Landowner applicable to future resource agency permitting for the future alignment of the segment of Placer Parkway within the Project boundaries, as well for any land acquisition component of the SPRTA Tier II Traffic Fee that applies to that segment of Placer Parkway that lies within the Project.

3.5.12 Transit Master Plan Funding. Landowner shall pay, as its fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$4,166, \$4,998, and \$4,166, respectively, prior to the recordation of any Large Lot Final Map on the Property. Landowner's pro-rata share, based on 525.7 acres as the numerator and 674.4 acres as the denominator is 77.95% of \$13,330, or a total of \$10,391.

3.5.13 City-County Fee. Landowner acknowledges that City and Placer County have adopted a funding mechanism (the "City-County Traffic Mitigation Fee") for improving certain roads in the City and County, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City-County Traffic Mitigation Fee. Until such time as an update of the City-County Traffic Mitigation Fee has been completed to include the Property, Landowner agrees to pay the fee rate then currently charged in the CSP.

3.5.14 Santucci Boulevard and Vista Grande Boulevard Extension and Traffic Mitigation Fee. If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then-undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Sierra Vista Specific Plan boundary to Baseline Road. At the time of the adoption, Landowner does not waive its right to protest the amount of the fee.

3.5.15 Placer County Traffic Mitigation Fee. Landowner agrees to pay to City a fee of \$215 per DUE (the "Placer County Road Impact Fee") to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard, the extension of Vista Grande Boulevard as provided in Section 3.5.14 above), and the West Sunset Boulevard/Fiddymont Road intersection. The Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.

3.5.16 Fee Credits/Reimbursement for Construction of CIP Improvements. Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program ("Roadway CIP") and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.

3.5.17 Transportation Systems Management. Landowner shall comply with the City's Transportation Systems Management Ordinance.

3.5.18 Alternative Transportation Marketing. Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.

3.6 Sewer Facilities. Landowner shall construct on-site sewer facilities as described in this Section, the Phasing Plan, and as shown in Exhibits "J-1" and "J-2", attached hereto. In the event that the WRSP and/or CSP has not constructed sewer facilities necessary to serve the Property, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP and/or CSP in accordance with Section 4.2.2 herein. Landowner shall, subject to the provisions of Section 2.8 of this Agreement, be solely responsible for obtaining easements and rights-of-way that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein and as shown on Exhibits "J-1" and "J-2", Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.

3.6.1 Lift Station Sites. Landowner shall, at its expense, design and

construct two sewer lift stations (Parcels AR-56 and AR-57). Landowner shall be responsible for installation of all frontage improvements to Parcels AR-56 and AR-57, including storm drainage, water, wastewater, electric and communication fiber conduit per City standards. Construction of such sewer lift stations shall be consistent with Exhibits "J-1" and "J-2" attached hereto and Figures 9 and 10 of the Sanitary Sewer Master Plan. As disclosure to subsequent purchasers, Landowner shall install signage at both future lift station sites describing the facilities to be constructed on the particular lift station site. Signs shall be provided pursuant to City specifications. The Environmental Utilities Director shall review and approve the signs prior to their installation.

3.6.2 Master Wastewater Plan. Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Construction of such facilities shall be consistent with Exhibits "J-1" and "J-2".

Where wastewater conveyance facilities are to be located within roadways, such facilities shall be installed concurrent with the construction of the corresponding road improvements, if not earlier. All weather maintenance access roads shall be provided to provide a single point of access to all manholes that are not located within roadways, to be determined by the Environmental Utilities Director.

3.6.3 Improvement Standards. All sanitary sewer facilities shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.

3.6.4 Access to Manholes. Manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Project, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.

3.6.5 Public Utility Easements. Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.

3.6.6 Wastewater Facilities for Reimbursement. Subject to the provisions

of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties whose property is benefited by Landowner's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on the respective capacity requirements (i.e., flow in the pipes) of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.6 and Section 4.2 of this Agreement are shown in Exhibits "K-1" and "K-2" and listed in Exhibit "BB". For properties outside of the Plan Area, Landowner shall submit documentation to the City to justify the requested reimbursement.

The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.

3.6.7 Wastewater Service Area Boundary. Landowner shall be responsible for its pro rata share, based on acreage (525.7 acres out of 674.4 acres in the ARSP), of all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area.

3.7 Water Supply.

3.7.1 Placer County Water Agency Supply. City is negotiating with the Placer County Water Agency (PCWA) to acquire an additional treated surface water supply from PCWA via a wholesale water agreement, inclusive of 1,067 acre feet per year ("AFY") to serve the Project. Water obtained from PCWA by City through the wholesale agreement would be delivered to the City through PCWA's Tinker Road Pump Station and Reservoir located in the Sunset Industrial Area of unincorporated Placer County (the "Tinker Road Facility"), and then transported through the City's water infrastructure to the Project site. In the interim period before the PCWA infrastructure is in place to provide water to the Project, the Project will be supplied using existing City supplies and water treatment capacity. Additional infrastructure, including the Ophir Water Treatment Plant and improvements at the Tinker Road Facility, as described below, are needed to provide the PCWA treated surface water to the Project. As set forth in the EIR, prior to the approval of any building permits in the Project, Landowner shall pay its proportionate share of required funding to City for the acquisition and delivery of treated potable water supplies to serve the Project. No building permits shall be issued for the Project until City has entered into the herein described wholesale water agreement with PCWA to acquire sufficient water supplies to serve the Project's water demands.

3.7.2 Financing of Water Supply. To provide the needed surface water supply to serve the Project, and subject to the direction of and at the time City so directs, Landowner is required to participate in the funding of certain PCWA off-site water facilities. Such facilities consist of the future PCWA Ophir Water Treatment Plant ("Ophir WTP"), associated PCWA transmission facilities necessary to wheel treated water to the Tinker Road Facility, and improvements to the PCWA Tinker Road Facility. Landowner is obligated to fund the construction of the off-site water facilities at the Tinker Road Facility such that capacity is increased by 2.7 MGD. Such off-site water facilities include but may not be limited to the following: (i) approximately 800 feet of 24 inch diameter pipe; (ii) a new 2.7 MGD firm capacity booster pump station; and (iii) either a new pipeline connection into the existing fluoride feeder station, or a new fluoride feeder station inside a new pump building. To the extent that the improvements to the Tinker Road Facility constructed by Landowner provide capacity or enhance water supply reliability benefitting third parties, Landowner shall be entitled to reimbursement from such third parties to the extent that they benefit from Landowner's constructed improvements to the Tinker Road Facility. In addition to the improvements required at the PCWA Tinker Road Facility as set forth herein, Landowner agrees that no building permits shall be issued for the Project until such time as City and Landowner agree to a funding source for the PCWA water supply. The funding source for the PCWA water supply may consist of one, or any combination, of the following, without the need to amend this Agreement: (i) a water connection fee representing the required PCWA infrastructure; (ii) CFD proceeds that have been allocated for the Project's water supply; or (iii) any other funding source or strategy mutually agreed to in writing by City and Landowner. If CFD proceeds are used to fund the PCWA water supply, such CFD proceeds shall be provided at such time and amount as jointly agreed to by City and Landowner. In addition to the PCWA water facilities described herein, Landowner shall pay for the installation of any off-site water storage, treatment, and transmission facilities benefitting the Project through the payment of water connection fees levied and collected by City, in accordance with any applicable City ordinance as may be established by City.

3.7.3 Groundwater Well. Landowner shall dedicate to City Parcel AR-55 for one (1) groundwater well at the approximate location shown on Exhibit "L". Landowner shall construct frontage improvements for Parcel AR-55, including water, recycled water, wastewater, storm drainage, electric and communication fiber conduit. As shown in Exhibit "L", the well site shall be constructed adjacent to the 24" water line to be constructed in Road B, and be connected to that 24" water line with a 16" water line. Landowner shall install a test well in a location mutually agreed upon by Landowner and City to determine if the well location utilized meets desired capacity and water quality. If the desired capacity and water quality are confirmed in the test well, Landowner shall be responsible for drilling and completing the production well (but not above ground well improvements such as pumping and treatment facilities) as

further described below. City shall be responsible for the construction and costs of above ground production well (topside) improvements such as pumping and treatment facilities.

It is the intent of this section (and the Parties) that the groundwater well location identified within the Project shall be capable of achieving a yield of approximately 1,800 gallons per minute, be designed for Aquifer Storage and Recovery, and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowner shall, at its own cost, work with the City to relocate the well site within the Project to an alternative site mutually agreed to by City and Landowner until these objectives are satisfied.

Landowner shall contact the City Environmental Utilities Department prior to design and construction of the production well. The production well shall be in operation at the time of occupancy of the 250th residential unit in the Project. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. In addition, notwithstanding the foregoing, the well shall be drilled prior to the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for the well if at the time of construction of the well homes are occupied between 500 feet and 1,000 feet of the well.

If City determines that the production well is required prior to the occupancy of the 250th residential unit in the Project, City has the right to construct the test well and the production well. Landowner shall reimburse City for the actual cost of the below ground improvements for the test well and production well, as set forth above, including annual CCI adjustments of such costs, upon occupancy of the 250th residential unit in the Project. If City constructs the test well and production well prior to the occupancy of the 250th residential unit in the Project, Landowner agrees to construct an all weather access roadway within either the Road A or Road B RoW and all associated infrastructure necessary to serve Parcel AR-55 as specified in this Section 3.7.3 within one (1) year of notification from City if Road B has not otherwise already been constructed by Landowner.

Landowner shall, prior to the issuance of the first building permit in the Project phase where an existing well is located, destroy the well or wells in that particular Project phase from among the two existing agriculture irrigation wells and one domestic well in the Project Area. Landowner shall obtain from City a Well Permit and follow the California Well Standards for the destruction of the wells on the Property. All construction plans shall be designed pursuant to City's then current Standards and mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval.

Landowner shall pay the then current plan check, mapping and inspection costs as incurred by City for review, mapping, and inspection of the destruction of the wells.

3.7.4 Water Conservation Measures. Landowner and its successors shall implement a Water Conservation Plan included as Exhibit "M" to this Agreement. The Water Conservation Plan shall include compliance with the City's then current Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Project and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.

3.7.5 Periodic Confirmation of Water Conservation Goal. The City has determined, and the Landowner agrees, that the available water supply, as documented in the Water Supply Assessment for the Project, is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Water Conservation Plan which includes a reduction in water use by approximately 15% over current (i.e., Effective Date of this Agreement) use characteristics.

The sources for water evaluated for the Project includes the addition of a new treated water supply from PCWA which adds to the water source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Landowner are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the Project.

Upon construction of the dwelling units in the Project that cumulatively utilize 50% of the projected potable water usage at buildout of the Project, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water

conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.4 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the approximately 15% over current potable water usage as set forth herein, and the then built portion of the Project has met its approximately 15% objective set forth in this Section 3.7.5, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the approximately 15% objective set forth in this Section 3.7.5. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the Project shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.

3.8 Water System Improvements.

3.8.1 Water Study. Landowner has prepared a Water Study for its on-site water facilities and prepared a general design of the water system as shown on Exhibit "N" that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing "Exhibit "BB".

3.8.2 Water Facilities. Landowner shall construct on-site water system facilities as shown on Exhibit "N". In the event that the CSP has not constructed water lines necessary to serve the Project, and it can be demonstrated through the City hydraulic model that the water lines within the CSP are needed to supply water to the Project consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the CSP in accordance with Section 4.2.2 herein. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Other than those facilities set forth in Section 3.7.2 above, Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or

otherwise described herein.

3.8.3 Water Facilities for Reimbursement. There are water facilities to be constructed in the CSP for which Landowner has a construction obligation only if City determines the facilities are required to serve the Project, and if Landowner is not obligated to construct, or CSP landowners or other third parties have constructed the facilities, Landowner is obligated to pay its pro-rata share of the costs of such water facilities, as provided in this Section 3.8.3. There are other water facilities which either Landowner or other third party landowners may construct, the costs of which construction are subject to reimbursement to the constructing party, as set forth in Section 3.26 below (where reimbursement is by Landowner to constructing third parties), or in Section 4.2 below (where reimbursement is from third parties to Landowner). Finally, there are water facilities to be constructed by Landowner which the City may in the future determine are eligible for reimbursement from third parties currently outside the City (but excluding the Urban Reserve, which will not be served by water facilities constructed as part of ARSP infrastructure). Reimbursement for water facilities under this Agreement shall be pro-rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 3.26 and Section 4.2 of this Agreement are shown in Exhibits "O-1", "O-2", and "O-3" and listed in Exhibit "BB". Exhibit "O-2" sets forth reimbursements for infrastructure between Landowner and parties within the CSP assuming no other third parties benefit.. Exhibit "O-3" sets forth reimbursement for certain water lines between Landowner, the CSP, and other third parties (namely, the Placer Ranch Specific Plan ("PRSP")), should such other third parties connect to or construct identified infrastructure.

With respect to the 24 inch waterline to be installed in Westbrook Boulevard from the southern boundary of the Property and the 24 inch waterlines to be installed in Roads B and D east of Westbrook Boulevard (the "Westbrook Boulevard 24" Water Line"), the Property, and the PRSP will all benefit from the Westbrook Boulevard 24" Water Line.

If the PRSP proceeds with a City development project prior to Landowner, and City determines that the PRSP must construct water facilities in the ARSP to serve the PRSP, then the City shall require in the PRSP development agreement the obligation to construct such water facilities needed to serve the PRSP that are located in the ARSP, with reimbursement due to the PRSP from Landowner for its pro-rata share of the costs of construction of ARSP water facilities that are constructed by the PRSP, as set forth in this Section 3.8.3.

The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving

development by such third parties or recordation of the first large lot subdivision map serving the development by such third party, as set forth in Section 3.26 or Section 4.2, depending on the reimbursing party or parties (i.e., Landowner or PRSP landowners).

3.8.4 Water System Sequencing. Water system facilities shall be constructed as provided in the Phasing Plan concurrently with the construction of the road improvements described in Section 3.5 of this Agreement, and as generally shown on Exhibit "N". Extensions into the neighborhoods will be completed with development of each neighborhood. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.

3.8.5 Public Utility Easements. Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.

3.8.6 Water Softeners. As part of its development of the Project, Landowner and its successors shall not provide water stub outs for the installation of water softeners.

3.8.7 Disclosure to Buyers. Landowner shall disclose to all residential and nonresidential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities.

As further disclosure Landowner shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation. (See Section 3.25).

3.8.8 Water Service Area Boundary Modification. Landowner shall reimburse City for all costs associated with modifying City's service area boundary to include the Project with the U.S. Bureau of Reclamation.

3.9 Recycled Water Facilities. Landowner shall construct recycled water system facilities as provided in this Section, the Phasing Plan, and as shown in Exhibit "P", attached hereto and made a part hereof. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other

landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system as generally shown in Exhibit "P". In the event that the CSP has not constructed recycled water facilities necessary to serve the Project, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the CSP in accordance with Section 4.2.2 herein.

All recycled water system facilities including transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.

3.9.1 Non-Exclusive Public Utility Easement. Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

3.9.2 Recycled Water Facilities for Reimbursement. Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties outside the Project whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement are shown in Exhibits "Q-1" and "Q-2" and listed in Exhibit "BB". For properties outside of the Specific Plan, Landowner shall submit documentation to the City to justify the requested reimbursement.

The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.

Landowner shall likewise be required to contribute its pro-rata share of the cost of expansion of the WRSP recycled water tank and pump station located north of the Pleasant Grove Wastewater Treatment Plant that is required to serve the WRSP, as set forth in Sections 3.27 and 3.28 of this Agreement, and as set forth in Exhibits "Q-

1" and "Q-2". Landowner's pro-rata share of the cost of expansion of the WRSP recycled water tank and pump station referenced herein, estimated at \$2.287 million, shall be paid through the CFD for the Project, with payment from the CFD not required until after the 1,000th building permit is issued in the Project.

If City institutes a recycled water connection fee, or such fee is embedded into City's water connection fee, prior to the issuance of any building permits in the Project, Landowner shall not be responsible for the payment of the estimated \$2.287 million pro-rata share of the cost of the expansion of the WRSP recycled water tank and pump station except through the payment of the City recycled water connection fee, or City's water connection fee if a recycled water connection fee is embedded into City's water connection fee, or any special benefit fees as may be applicable to the Project to fund the expansion of the WRSP recycled water tank and pump station.

3.9.3 Recycled Water Engineering Report. Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the Project. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.

3.9.4 Recycled Water Use Disclosure to Buyers. Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.

3.9.5 Terms and Conditions for Recycled Water Operations, Use, and Service. All private commercial recycled water customers within the Project shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.

3.10 Drainage Facilities. Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the Project Drainage Master Plan (including open space transition areas), the then approved City Improvement Standards, City Storm Water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase Operation

and Management Plan and/or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). Appropriate aspects of the Low Impact Development design, hydromodification, and the Flood Control Plan as specified in the Drainage Master Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices . With any phase that requires the final outfall into University Creek, such outfall shall be designed and constructed with that phase to accommodate ultimate flows from the Project. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section, the Phasing Plan and as shown in Exhibit "R", attached hereto and made a part hereof. Except for the improvements expressly described herein and as shown in Exhibit "R," Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.

3.10.1 Other Agency Approval. Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game.

Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.

3.10.2 Storm Drains. Landowner shall construct storm drain mains and laterals in accordance with the Drainage Master Plan and Phasing Plan and with the City's then current Improvement Standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm Water

Management Program and the then current MS4 permit requirements. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground constructed swales. Where constructed swales cross open space, the constructed swales shall be designed and installed in accordance with City's Open Space Preserve Overarching Management Plan to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said constructed swales until such time that the City develops the property, or City accepts the open space dedication.

3.10.3 Grant of Floodplain. Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain as shown in Exhibit "S", Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas as shown in Exhibit "Y" and the land use plan for Property, set forth in Exhibit "E".

3.10.4 Drainage Easements. Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. The City shall not be required to accept or maintain any temporary drainage improvements. Easement widths for completed permanent drainage facilities shall be granted in accordance with the City's then current Improvement Standards. When those permanent drainage facilities not located within road rights-of-way and are to be placed on property owned by someone other than the Landowner of those facilities, the Landowner shall secure all necessary rights of entry and third party easements. All drainage outfall structures for storm drain flows leaving the Project shall be built as either temporary or permanent structures wholly on properties in the Project. The City will offer no power of eminent domain for such drainage outfall structures.

3.10.5. Drainage Improvements and Work Upon City Owned Property. The drainage channels shall be generally designed as earthen structures with side slope stabilization and longitudinal slopes that will provide positive storm water flow and minimize standing water. Maintenance vehicle access across the channel in the adjacent open space will generally be located as shown in the Open Space Transition Plan. Access roads, access ramps, fencing and landscaping shall be constructed per City standards. Where access roads cross the channel, such access roads shall be constructed to allow small tractor loader (such as a Bobcat) to pass under the access road. The channel bottom shall support the wheel loading of maintenance equipment without compromising the integrity and/or flow line of the channel. The channels and storm water pumps for Road "G" shall be maintained by City with funds from the CFD for

Public Services. City may program the use of maintenance access roads for pedestrian use.

All drainage improvement work on City property shall be at the expense of Landowner, and there shall be no reimbursements or credits for any off-site channel improvements. Prior to entry upon City property, Landowner shall secure an encroachment permit from City. All outside agency fees, permits, and mitigation for work on City property shall be the responsibility of Landowner. Material excavated from the construction of improvements within City property shall remain on City property.

Where end of pipe storm water management treatment is designed within the open channels as part of the overall storm water management plan, the design of such features shall meet the design objectives and parameters of the generally accepted storm water management design.

3.10.6. Off-Site Monitoring. City acknowledges that the existing drainage channel on City's Al Johnson Wildlife Area property is currently subject to overtopping and erosion during storm events. Landowner acknowledges and takes responsibility for erosion impacts to such City-owned property that are attributable to an increase in flow onto the Al Johnson Wildlife Area property. With the design of the channel, Landowner shall produce a report and initial investigation to determine the stability of University Creek across City property. Landowner and City shall work cooperatively to develop a mutually agreed upon monitoring program to assess any future stability degradation of the channel that may result from Landowner's drainage plan and design. Remedial work that is required to maintain or restore the channel to a stable condition resulting from an increase in flows from the Project shall be the responsibility of Landowner. Landowner shall be responsible to secure any necessary permits and shall bear all costs associated with testing, monitoring, and stabilization with funds from the CFD for Public Services.

3.10.7. Annexation Into Regional Flood Control Program. City administers a Regional Flood Control Program within the Pleasant Grove/Curry Creek watershed and collects drainage fees for the future mitigation of volumetric impacts to downstream properties. Landowner acknowledges that as a result of approval of the Project, City shall need to update the Regional Flood Control Program and the Drainage Mitigation Fee in order to annex the Plan Area into the Regional Flood Control Program benefit area. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective Date of the Agreement. Until such update has been completed and approved by City, Landowner agrees to pay the then current Drainage Mitigation Fee. When a new Drainage Mitigation Fee is adopted, Landowner shall pay the new Drainage Mitigation Fee for all DUEs for which building permits have not yet been issued.

3.11 Electric. Landowner shall provide electric utility improvements as provided in this Section, the Phasing Plan and as shown in Appendix “B” of the Dry Utility Plan for the Project.

3.11.1 On-Site Electric Facilities. For purposes of this section, “on-site” means within the Property. Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on-site 12kV electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of on-site 12kV electric distribution facilities in accordance with final on-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Design of any final electric utility improvements (off-site, on-site, in-tract), including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable Project roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Landowner.

3.11.2 Off-Site Electric Facilities. For purposes of this section, “off-site” means outside of the Project. Concurrently with the construction of any phase of the Project, Landowner agrees to construct, or finance the construction of off-site 12kV electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Design of any final electric utility improvements (off-site, on-site, in-tract), including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable Project roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Landowner. The City acknowledges that pending construction of final roadways the first developments may be fed by temporary facilities, if there is available electric capacity to serve the Project, subject to the approval of the design by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. All costs associated with the design, installation, and removal of the temporary facilities will be borne by the Landowner.

3.11.3 CSP Electric Substation. Pursuant to the development agreement in the CSP, CSP landowners are required to dedicate to City, grade and provide access to a parcel in the CSP (designated Parcel C-81 in the Specific Plan) for an electric substation to serve the CSP (the “Substation Site”). Under the development agreement between CSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500th residential building permit, or combination of building permits, in the CSP. Should the Substation Site not have been dedicated to City, graded with access

provided at the time that Landowner wishes to proceed with development of the Project, Landowner shall have the right to cause such dedication, grading and provision of access to the Substation Site for City to construct the electric substation that will serve both the CSP and the Project. Landowner acknowledges that, in the absence of any available capacity utilizing temporary lines that could serve the Project on an interim basis, the CSP electric substation must be in operation and 12kV circuits extended to the Project for electric service to be provided to the Plan Area. In addition to the Substation Site, Landowner shall install an all-weather access road along the south side of Pleasant Grove Creek from the southeast corner of the CSP to the Westbrook Boulevard bridge crossing over Pleasant Grove Creek sufficient to allow the construction and maintenance of the 60kV overhead power line required to feed the CSP electric substation.

3.11.4 60kV Disclosure. Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the existing 60 kV easement areas shown on Exhibit "U" and the future 60kV easement line on the east side of Westbrook Boulevard and the southern Project boundary along Road A that the City may utilize the public utility easements to construct 60kV overhead electric lines.

3.11.5 Streetlights. Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.

3.11.6 Electric Efficiency and Demand Reduction. In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established:

1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard:
 - a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 18 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12.5 or greater. The SEER

rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 18 points, and an EER rating of 12.5 or greater will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department.

2. All commercial air conditioning units 5 tons or less (<65,000 btu/h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by Roseville Electric Utility.
3. Every garage of each Low Density Residential and Medium Density Residential unit must be considered "electric vehicle ready", which includes, but is not limited to, a ¾" conduit raceway to a spare electric box in the garage that is sized for a future 40-amp, 220-volt outlet. A 40-amp, 220-volt breaker space shall be made available at the residential unit's electrical panel.

3.12 Parks, Open Space, and Bike Trails. Landowner shall dedicate to City a total of 22.1 acres of active park land and 134.8 acres of open space lands, and 10.7 acres of paseos, pay fees for construction of park improvements, trail improvements, construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit "V", and install communication conduit to each park site per City standards.

Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.

3.12.1 Park and Open Space Dedications. Landowner shall dedicate to City a total of 22.14 acres of active neighborhood parkland, and 134.8 acres of open space. The following seven park parcels, and twenty-eight open space parcels shall be dedicated to City as described below and shown in Exhibit "V":

1. A 1.28-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel AR-60;
2. A 1.87-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-61;
3. A 10.11-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-62;
4. A 1.72 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-63;
5. A 2.12 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-64;
6. A 3.04 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-66;
7. A 2.00 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-67;
8. A 0.58 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-70;
9. A 0.32 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-71;
10. A 0.98 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-72;
11. A 0.98 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-73;
12. A 0.60 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-74;
13. A 0.76 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-75;

14. A 0.36 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-76;
15. A 0.85 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-77;
16. A 0.46 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-78;
17. A 0.39 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-79;
18. A 1.10 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-80;
19. A 1.15 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-81;
20. A 3.81 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-90;
21. A 4.15 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-91;
22. A 28.67 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-92;
23. A 5.99 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-93;
24. A 2.30 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-94;
25. A 2.73 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-95;
26. A 7.72 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-96;
27. A 40.08 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-97;

28. A 7.88 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-98;
29. A 0.49 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-99;
30. A 1.22 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-100;
31. A 0.95 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-101;
32. A 0.65 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-102;
33. A 0.65 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-103;
34. A 0.88 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-104; and
35. A 28.82 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-105.

Landowner shall dedicate any park lands and Open Space Parcels as an IOD on the Large Lot Final Map. The Large Lot Final Map (which can be recorded in phases under Section 3.3.1 above) shall create separate parcels for those park and Open Space lands in the portion of the Property covered by the particular Large Lot Final Map. City shall accept such dedication of any park land Parcels in a particular phase of the Project at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, bike trail grading, parcel grading, etc.) adjacent to the parcels being dedicated, i.e., frontage along the parcel, are substantially complete, and the Public Services CFD formed under Section 3.19.1 below is generating a minimum of \$1,000 for each acre of park land being accepted by City .

Dedication of Open Space and Preserve parcels shall be in accordance with Section 3.12.9.1 and the City's Open Space Preserve Overarching Management Plan and any 404 Permit conditions.

In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), Landowner shall, prior to acceptance by City,

restore the site to a rough graded condition in accordance with an approved grading and drainage plan such that the restored condition is like what existed prior to such temporary construction or staging activity.

3.12.2 Financing for Parks. The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees and in lieu park fees established for the Property in the Project's Parks, Bike Trails and Paseos Financing Plan ("Parks Financing Plan," Exhibit "W").

3.12.2.1 Financing for Neighborhood Parks. The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees.

The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.

3.12.2.2 Maintenance District Financing. Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services ("Services CFD") District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the neighborhood parks, streetscapes, and paseos.

3.12.3 Neighborhood Park Fee. In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$2,900 per Low Density Residential unit, \$2,478 per Medium Density Residential unit, and \$2,055 per High Density Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund.

The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Property for construction of Neighborhood Parks within the Property. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement

exceeds 10%, provided, however, that in the case of any shift of LDR units to MDR parcels in the Property, the annual fee adjustment threshold shall be where the shift of such LDR units to MDR parcels exceeds 5% of the LDR units in the Plan Area. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s).

At the end of the development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub-phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, according to the park financing plan for the Project, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the Project, refund to Landowner a pro-rata share of any remainder fees.

3.12.3.1 Neighborhood Park Frontage Improvements. When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of such utility stubs. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner.

3.12.4 City-Wide Park Fee. Upon issuance of each residential building permit within the Project, Landowner shall pay a City-Wide park fee (the "City-Wide Park Fee") to fund the construction of City-Wide park facilities in the City. The City-Wide Park Fee, as described in Section 3.12.5 below, shall be \$1,670 per Low Density Residential unit, \$1,426 per Medium Density Residential unit, and \$1,183 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.

3.12.5 City-Wide Park In-Lieu Fee. In accordance with the park financing plan for the Property, Landowner shall pay a city-wide park in-lieu fee for the land dedication component of the Project's City-Wide Park obligation (the "City-Wide Park In-Lieu Fee"), upon the issuance of each residential building permit within the Project, to fund improvements to the City-wide park in the WRSP or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,215 per Low Density Residential unit, \$1,038 per Medium Density Residential unit, and \$861 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage

change in the CCI.

3.12.6 Paseo Facilities. Paseo facilities within the Project are located on modified primary residential streets with streetside paseos in the ARSP, consistent with the Specific Plan and Design Guidelines, and include a 10-foot wide Class 1A bikeway within a 35 foot landscaped/paseo corridor. The development of the paseos and streetscapes in the Project shall be in compliance with the then current WELO requirements. At the time of adjacent development, Landowner shall construct the entire landscape/paseo corridor and 10-foot wide Class 1A bikeway. Depending on the phased development requirements, once the elementary school in the Project is built and open, safe routes to the school shall be identified and implemented by Landowner at the small lot subdivision map stage. The costs of paseos shall be paid by Landowner.

3.12.7 Bike Trail Construction. The ARSP's Class 1 bike trails are only located either adjacent to drainage ways, an open space-fronting roadway, or along a P/QP parcel in the Specific Plan. Landowner shall design, secure necessary permits, and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "X" (the "Bikeway Master Plan") and as further described below. As more fully set forth in Exhibit "BB" hereto, the ARSP's Class I bike trails shall be constructed in the following segments, unless otherwise jointly agreed to by City and Landowner:

- (i) Segment 1 is located along the southern development portion of the ARSP from AR-63 to the connection point with the Al Johnson Wildlife Area, and shall be constructed by Landowner as part of the drainage structure maintenance road;
- (ii) Segment 2 is a Class 1 bike trail located along the east side of Westbrook Boulevard south of Road A and shall be constructed by Landowner when that portion of Westbrook Boulevard is constructed;
- (iii) Segment 3 is a Class 1 bike trail located along Road A east of Westbrook Boulevard, and shall be constructed by Landowner when that portion of Road A is constructed;
- (iv) Segment 4 is a Class 1 bike trail located along Road A adjacent to the P/QP parcel (AR-55) and shall be constructed when the City constructs the improvements on Parcel AR-55; and
- (v) Segment 5 is located along the western property line within or adjacent to Parcel AR-98 with an off-site connection extending southward to a connection with the drainage structure maintenance road in AR-93 as shown in the Specific Plan Design Guidelines. Segment 5 shall be constructed by Landowner as part of the drainage structure maintenance road and could be used as a Class 1 bike trail.

If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City

shall enter into an agreement with Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to City's acceptance of the open space, which shall include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Preparation of easement documents shall be the responsibility of Landowner. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.

3.12.8 Entire Park Land Obligation. The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City-Wide parks and open space related to development of the Property.

3.12.9 Open Space Preserve Areas. Landowner shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property. It is anticipated that the 404 Permit will include a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas, as shown on Exhibit "Y" and consist of the following three parcels:

1. A 28.67-acre, more or less, portion of the Property for the purposes of drainage, flood control, fuel modification (not fire breaks), and preservation of wetland habitat and open space, shown as Parcel AR-92;
2. A 40.08 acre, more or less, portion of the Property for the purposes of drainage, flood control, fuel modification (not fire breaks), and preservation of wetland habitat and open space, shown as Parcel AR-97; and
3. A 28.82 acre, more or less, portion of the Property for the purposes of drainage, flood control, fuel modification (not fuel breaks), and preservation of wetland habitat and open space, shown as Parcel AR-105.

3.12.9.1 Conveyance of Open Space Preserve Area. Upon the satisfaction by Landowner of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring Phase Public Services CFD as described in Sections 2.7.3, 2.7.4 and 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, outfalls, bike trail grading, flood control facilities, open space perimeter fencing as may be required by the 404 Permit, maintenance access ramps, and water quality features, Landowner shall convey to the City, in accordance with the City's Open Space Preserve Overarching Management Plan, and City shall

accept, in fee, the property comprising the Open Space Preserve Area shown in Exhibit "Y". Landowner shall use its commercially reasonable best efforts, including, but not limited to, retention of consultants that specialize in Army Corps consultations, to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval from the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days, the Establishment Monitoring Phase will be considered complete. Upon completion of the Preserve improvements set forth above, Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan.

3.12.9.2 Open Space Frontage Improvements. When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping/irrigation.

3.13 School Fee Agreements. Landowner has entered or will enter into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District (collectively "the Districts"), to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements.

3.14 Miscellaneous Public Facilities and Services.

3.14.1 Fire Tax Equivalent Fee. The Fire Service Construction Tax set forth in Chapter 4.46 of the Roseville Municipal Code is no longer in effect. Landowner or its respective successors shall pay a fee equal in amount to the discontinued Fire Service Construction Tax at issuance of building permit. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.

3.14.2 Placer County Capital Facilities Fee. In consideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by

the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.

3.14.2.1 City Public Facilities Fee. Upon the issuance of each residential building permit within the Project, Landowner shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) .

3.14.3 Public Benefit Fee. As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner, upon the issuance of each residential building permit within the Project, shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280. The Public Benefit Fee for each high density residential unit shall be \$ 845.

3.14.4 Liens, Encumbrances, Covenants, Conditions and Restrictions. Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.

3.14.5 Signage for Future Public Facilities. Landowner shall provide and install signage at the following public facility sites to alert residents of future facilities: fire station site (AR-54), well site (AR-55), two sewer lift station sites (AR-56 and AR-57), park sites (AR-60, AR-61, AR-62, AR-63, AR-64, AR-66, AR-67), solid waste recycling site (AR-55), bike trails where they will abut residential property, the NAPOTS Area (where it abuts residential land uses), and the school site (AR-50), per City specifications and applicable sign permits.

3.14.6 Library Facilities. Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.

3.14.7 Construction Waste. Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be

removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.

3.14.8 Weed Abatement on P/QP Parcels. Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.

3.14.9 Orthophotography of Plan Area and GIS Support. Landowner agrees to pay its fair share of the cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$351.54. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the Property.

3.14.10. Solid Waste Recycling Site (AR-55). Landowner shall be responsible to grade Parcel AR-55, and provide Parcel AR-55 to City without environmental or other constraints as provided in this Agreement. At Landowner's expense, all site grading shall be completed prior to the dedication of the solid waste recycling site to City consistent with City's Grading Ordinance. Where retaining walls are required, the retaining wall shall be a split-faced keystone style wall or comparable quality and design, to be installed by Landowner. This work shall be completed with the construction of the roadway fronting Parcel AR-55.

3.15 EIR Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.

3.16 Waiver. In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.

3.17 Community Facilities District – Public Facilities (Project Infrastructure).

3.17.1 Formation. Landowner and City may form a Community Facilities District or Districts for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Property ("Project CFD(s)"). If requested by Landowner, City and Landowner, shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Project, including those improvements which will mitigate impacts of the Project upon areas inside and outside of the Project, and will be owned, operated and maintained by the City or another public agency.

More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, park and ride facilities, bus facilities, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City.

Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, *et seq.* Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City and Landowner, in accordance with the financing plan for the Project, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/or separate CFDs such that default by one portion of the Project that may no longer be owned by Landowner of its CFD obligations does not place Landowner in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.

3.17.1.1 Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.

3.17.1.2 If Landowner desires to pursue a Community Facilities District, City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner further agree that, with the consent of Landowner or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following:

- (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test).
- (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years.
- (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year.
- (d) Authorized facilities shall include, among other items, development impact fees for public improvements.
- (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below.
- (f) Landowner may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees.
- (g) Landowner may utilize a phased bond sale or sales.
- (h) Landowner may utilize private placement of bonds.

Bonds proceeds from bond sales commencing in the year 31 timeframe shall, subject to SPRTA agreeing to the deferral of the SPRTA Tier II Traffic Fee, include an amount no greater than fifty percent (50%) of the SPRTA Tier II Traffic Fee, currently set at \$6,332.96 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, that would normally be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units.

Notwithstanding any provision in this Agreement to the contrary, any amount exceeding fifty percent of \$6,332.96, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the Project. Notwithstanding any other provision in this Agreement to the contrary, the SPRTA Tier II Traffic Fee required by City for non-residential development shall be collected upon issuance of building permit commencing with the first applicable building permit.

- (j) If a Project CFD(s) is formed, then, where adjustments (increases or reductions) in the number of allocated residential units or non-residential acreage involve transfer of residential units or non-residential acreage from one Large Lot parcel to another Large Lot parcel in the Plan Area, City may, in its sole discretion, allow for the transfer of the assigned special tax from one Large Lot parcel to another, but only if (i) all such proposed special tax adjustments are agreed to in writing by the affected Large Lot parcel owners and City's Finance Director, and (ii) there is no reduction in the CFD maximum special tax revenue as a result of the transfer between Large Lot parcels. Should such a transfer of special taxes from Large Lot parcel to another Large Lot parcel result in an amendment to attachments 1 or 2 of the notice of special tax lien for the CFD(s), the Large Lot parcel owner requesting the transfer of special taxes shall bear the cost to affect the transfer in the CFD documents, and that property owner shall prepare the

required amendments to the notice of special tax lien, including amendments to attachments 1 and 2 thereto.

Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the Project desires to pay all of the SPRTA Tier II Traffic Fee rather than defer payment to such future CFD bond proceeds, then all of the SPRTA Tier II Traffic Fee shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, fifty percent of the SPRTA Tier II Traffic Fee for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless a Project property owner desires to pay such fee at the time of issuance of building permit(s).

3.17.1.3 Concurrent with any formation of a CFD, Landowner and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.

3.17.1.4 Nothing herein shall be construed to limit Landowner's option to install the public improvements through the use of traditional assessment districts or private financing.

3.17.2 Effect of CFD Financing on Credits and Reimbursements.

Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.

3.18 Completion of Improvements. City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or

other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director.

All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.

3.19 Community Facilities District – Public Services (Services CFD).

3.19.1 Formation.

3.19.1.1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property ("Public Services CFD"). Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fully fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, *et seq.* The Public Services CFD will fund maintenance of street frontage and median landscaping, open space and neighborhood parks. The assessment amounts shall be defined in the Parks Financing Plan for street and median landscaping and neighborhood parks in the Project. The open space management and maintenance costs shall be determined prior to formation of the Public Services CFD based on the final 404 Permit for the Project and other federal and state permits and approvals, the amount of Open Space Preserve, vehicle access into the Open Space parcels for maintenance, the quality and quantity of sensitive resources, the amount of residential interface along the open space edges, the final drainage channel design, and consistency with the City's Open Space Preserve Overarching Management Plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non-residential land uses.

3.19.1.2 Zones of Benefit. The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.

3.19.2 Public Services. The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following:

3.19.2.1 Autumn leaf cleanup for collector and local streets;

3.19.2.2 Maintain neighborhood parks;

3.19.2.3 Maintain paseos and sidewalks along collector streets and modified primary residential streets, medians and landscape corridors and all masonry walls along roadways within the Project, the masonry wall on the Project's eastern boundary and northern boundary, and the non-private property owner side of masonry walls and property between those walls and the NAPOTS Area;

3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping);

3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping;

3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR;

3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas, including the Off-Site Preservation Areas if accepted by City, described in Section 2.7.1 above. These tasks shall include any special management and monitoring actions identified in the 404 Permit (for created habitat success criteria) and as determined by a PAR analysis described in Section 2.7.4 (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's Open Space Preserve Overarching Management Plan);

3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including open channels and drainage swales constructed between storm drain outfalls and receiving waters, and conduct all monitoring, reporting and compliance measures as required by City's MS4 Permit;

3.19.2.9 Maintain flood control and drainage facilities including storm water channels, storm water pump stations, detention basins and created wetlands;

3.19.2.10 Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;

3.19.2.11 Maintain fire breaks within open space areas, including during any required Establishment Monitoring Phase;

3.19.2.12 Maintain a Replacement Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including park features, structures, etc. included in the areas to be maintained through the Public Services CFD, as indicated in the Design Guidelines;

3.19.2.13 Maintain the bus shelters, bus stops, the park and ride lot, and bus signs; and

3.19.2.14 Maintain the NAPOTS Area referenced in Section 3.3.1 above until such time as the contract for the construction of the segment of Placer Parkway including the NAPOTS Area is executed.

3.19.3 Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.

3.20 Community Facilities District – Municipal Services.

3.20.1 Formation.

3.20.1.1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District – Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, *et seq.* The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2015/16 City fiscal year, and as subsequently adjusted annually) shall be \$289.68 for LDR units, \$289.68 for MDR units, \$179.60 for HDR units, \$871 per acre for business professional land uses, and \$960 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA

in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.

3.20.2 Municipal Services. The Municipal Services CFD shall provide the funds required to offset the Project's impact on City general fund resources available to pay for municipal services citywide, including the Project. The funds shall be utilized for general fund purposes.

3.20.3 Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.

3.21 Encroachment Permits, Landscape Maintenance Easements. Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.

3.22 Grading Permit. Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards, the State Water Quality Control Board SWP3 requirements, and the State General Construction Permit. It is the Landowners responsibility to meet all criteria of any outside agency for grading adjacent to or within the Open Spaces.

Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the City Engineer shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material.

With regard to any and all P/QP parcel dedications to City and at Landowner's

expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality/design to be installed by the Landowner.

3.22.1 Contour Grading Plan. Landowner shall submit a contour grading plan (the "Preliminary Contour Grading Plan") for City review and acceptance for the overall Project concurrently with the application for the first residential small lot tentative subdivision map in the Project. The Preliminary Contour Grading Plan shall serve as an informational tool to demonstrate how the overall earth work for the Project will balance and coincide with future improvements.

The Preliminary Contour Grading Plan shall consider underground utilities and facilities outlined in the Drainage and Sewer Master Plans. Edge conditions along the proposed developed areas and overland release points shall be delineated per City standards. The Preliminary Contour Grading Plan shall also identify cut and fill quantities for each phase and shall include a mass diagram for earthwork movement between phases and an identification of any import required to complete the Preliminary Contour Grading Plan. The Preliminary Contour Grading Plan Exhibit shall include existing topography and proposed finished grade contours in one foot (1') intervals along with depths of cut and fill in a grid pattern throughout the Project Area.

3.23 Fire Station Site. City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the ARSP. Landowner shall dedicate to City a 3.02 acre site (AR-54) for use as a fire station (the "Fire Station Site") at the location shown in the ARSP and as shown in Exhibit "E" attached hereto. The net buildable area (i.e., an area of land which may be fully and completely utilized for structures and other improvements) shall be no less than 3.0 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utility improvements to serve the Fire Station Site and completion of the grading requirements stated below or at such later time as determined by City.

By the time of issuance of the 1200th building permit in the Project, City may request that Landowner construct all infrastructure and utility improvements, including communication conduit per City SIC standards, to the Fire Station Site to accommodate construction of the fire station and that Landowner dedicate the Fire Station Site to City. At Landowner's expense, site grading shall be completed prior to dedication of the Fire Station Site and consistent with City's Grading Ordinance, and where retaining walls are required, the retaining walls shall be split faced key stone style or comparable quality/design, to be installed by Landowner. Upon dedication of the Fire Station Site to City as provided in this Section 3.23., there shall be no further restrictions on or

requirements of City approvals or permits anywhere in the Plan Area related to the provision of fire facilities in the Plan Area.

3.24 Disclosures to Subsequent Purchasers. This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/or residential units within the Property, of the following matters:

1. Designation of Westbrook Boulevard as a truck route.
2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit
3. The Project will be served by surface water supplies, with groundwater serving as the backup supply.
4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses.
5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers.
6. 60kV overhead power line easement on Parcels AR-96 and AR-55.
7. Aircraft over flights and associated noise.
8. Requirement for fifty percent (50%) reduction in construction waste stream.
9. Location of schools and parks within one mile.
10. Parcels adjacent to Open Space and storm water channels may have a public bike trail and appurtenances adjacent to said parcels.
11. Location of the well site.
12. Location of wastewater treatment plant and sewer lift stations, and proximity to the Western Regional Sanitary Landfill and Materials Recovery Facility, whose operations create the potential for occasional odors associated with operations of these facilities.

13. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks.
14. Masonry walls adjacent to landscape corridors on arterial roadways abutting Low and Medium Density Residential land uses and other public facilities are owned by the City, which is responsible for their maintenance, repair and replacement. The private property side of masonry walls adjacent to Low and Medium Density Residential lands abutting the NAPOTS Area shall be located within private property and is to be maintained by private property owners. The outside of such walls adjacent to the NAPOTS Area and any property between the masonry walls and the NAPOTS Area may be maintained by the CFD for Public Services.
15. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City-maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures and that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property.
16. Demand cycle control units operated by Roseville Electric on residential air conditioner units.
17. To the west of the northwestern portion of the Property is a parcel of land commonly known as the Gleason Ranch, APN 017-020-029-000, which is in commercial agricultural production. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the presence of the Gleason Ranch and its commercial agricultural production next to the northwestern portion of the Property will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located in the vicinity of the Gleason Ranch commercial agricultural production, which includes, or may include from time to time, operation of farm machinery, irrigation, noises, odor and dust generation, electrical and barbwire fencing, and aerial and ground application of pesticides, herbicides and fertilizers, as well as occasional hunting activities, all of which may

occur at various times of the day or night. The notice will also notify future residents of the Property of the possibility of commercial and/or residential development on the Gleason Ranch property in the future.

18. Parcels adjacent to the NAPOTS Area shall be notified of the future Placer Parkway project and the potential for air quality and noise impacts.
19. Parcels adjacent to the Project's eastern boundary shall be notified of the potential for a future Placer Ranch Specific Plan.

If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval, with the exception of disclosure 17, which may not be omitted or deleted from CC&Rs.

3.25 General Signage.

A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, the well, sewer lift stations, pumping stations, aquifer storage and recovery facilities, and public facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, City Engineer, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/construction of any public facilities.

B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.

3.26 Masonry Walls. Landowner agrees to construct masonry walls, a minimum of 6-feet high, between the future Placer Parkway right-of-way (the NAPOTS Area) where Low Density Residential and Medium Density Residential land uses abut the future Placer Parkway right-of-way, prior to the occupancy of such residential land uses. The masonry walls shall be located on private property and, for the private lot owner side of the masonry wall, shall be maintained by the private property owners. CC&Rs for those subdivisions shall inform the private property owners of their maintenance responsibilities and shall require such walls to remain in place and maintained at all times.

3.27 Reimbursement to West Roseville Specific Plan.

A. In the event the ARSP constructs improvements in the CSP Area, Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements as set forth in Exhibits "II" and "OO" to the WRSP development agreements, which have been and/or will be oversized for the benefit of third parties such as the CSP. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in such Exhibits "II" and "OO" to the WRSP development agreements may include sewer, water, and recycled water. The reimbursements due the WRSP from the Project are also set forth in Exhibit "BB" to this Agreement. As set forth in this Section 3.27, Landowner shall pay its pro-rata share based on the number of DUEs allocated at the date of Project approval, as set forth in Exhibit "AA", to Landowner's Property in a large lot parcel. Landowner's pro-rata share for a large lot parcel shall be based on the following

LDR/MDR residential units allocated to a large lot
parcel at the date of Project approval (or DUEs for HDR
projects/non-residential projects)

Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel, subject to the following considerations:

- Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.27) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out.
- Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.27 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel.
- Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.27.D, subject to confirmation and approval by City of costs for work completed by

the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement:

- (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or
- (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or,
- (3) if such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "OO" to the WRSP development agreements and Exhibit "BB" to this Agreement.

Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation.

B. So as to not delay implementation of the Project, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Project due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City.

C. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the Project is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.27.A, and, as set forth in Section 3.27.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.27.A and yet to be invoiced or documented as set forth in this Section 3.27.C.) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.27.A (and as set forth in Exhibit "AA"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "OO" to the WRSP

development agreements and Exhibit "BB" to this Agreement, and as described in this Section 3.27.C. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Landowner, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.27.A, have been paid in full, with reimbursed funds paid by Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.27.D.

D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "OO" to the WRSP development agreements and Exhibit "BB" to this Agreement may not have been completed and accepted by City. In such case, Landowner shall have the option of making payment to City for such yet-to-be built WRSP improvements as set forth in Section 3.27.C., or posting security acceptable to City, which could include a security bond. Such reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on actual costs, as set forth in Section 3.27A, or (2) to Landowner or any other landowner(s) should such landowner(s) construct such improvements.

E. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.

3.28 Reimbursement to Creekview Specific Plan.

A. Landowner acknowledges that the Creekview Specific Plan developer(s) have an obligation to construct improvements as set forth in Exhibits "Q", "V", "Y" and "KK" to the CSP development agreement, which will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to the CSP from benefiting third parties. Such oversized improvements as specified in Exhibits "Q", "V", "Y" and "KK" to the CSP development agreement are for sewer, water and recycled water. The reimbursements due the CSP from the Project are set forth in Exhibit "BB" to this Agreement, and Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", and "Q-2" to this Agreement.

The Project's share of costs based on "flow in the pipe" shall be reimbursable to the constructing CSP developer(s) pursuant to this Section 3.28. That share of costs shall be fixed as a percentage based on the number of DUEs ("EDUs" in Exhibit "AA")

allocated to Landowner's large lot parcel at the time of ARSP approval and set forth in Exhibit "AA" to this Agreement. The percentage shall be calculated using the allocated DUEs for each large lot parcel as provided in Exhibit "AA" as the numerator, and the total number of DUEs in the ARSP, including the Urban Reserve parcel, as the denominator.

Any reimbursement payment required to this Section 3.28 shall be due and payable to the constructing CSP developer(s), unless otherwise stated herein, upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel, or recordation of the first final small lot residential subdivision map, in the case of low density or medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Once Landowner has made it reimbursement payment(s) in full pursuant to this Section 3.28 for a large lot parcel in the Project, Landowner shall have no further reimbursement obligation to the constructing CSP developer(s) for that large lot parcel.

Reimbursements shall be paid directly to the constructing CSP developer(s) and not the City, unless (1) the reimbursement is owned to a CFD, in which case the reimbursements would pass through the City to the applicable CFD, or (2) the improvements have not yet been constructed, or constructed but not yet accepted by the City. If the improvements are not yet constructed, and Landowner must construct the improvements to serve the Project, then no reimbursement is owed by Landowner to the CSP, but rather the CSP developer(s) owe reimbursement to Landowner according to the same terms applicable to Landowner in this Section 3.28. For such reimbursable improvements that are constructed by the CSP, reimbursements shall be paid as set forth in this Section 3.28, subject to confirmation and approval by City of costs for work completed by the CSP, based only on invoices for construction of CSP improvements submitted by the CSP to the City. Prior to City approval of such requests for reimbursements from the CSP, Landowner shall have the right to review such requests for reimbursements, including all required documentation. Actual costs of construction include those items set forth in Section 4.2.3.

B. So as to not delay implementation of the Project, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates of occupancy regardless of use type, shall be withheld or delayed by City in the Project due to any delay in submission of requests for reimbursement and/or documentation justifying such reimbursement by the CSP to City.

C. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or for non-residential uses, on any portion of the Property, CSP developer(s) may not yet have submitted invoices for the costs of CSP improvements

completed and accepted by the City (hereinafter, "Completed CSP Improvements") for which reimbursement from the Project is sought by the CSP, or provided documentation supporting payment for such reimbursement, as set forth in Section 3.28.A. In addition, certain CSP improvements for which reimbursement is sought may not have been constructed at the time that Landowner seeks recordation of a final small lot residential subdivision map or issuance of a building permit for high density residential or for non-residential uses on the Property. In the instances described in this Section 3.28.C., Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential use or non-residential use, pay to City Landowner's pro-rata share of costs of such Completed CSP Improvements (both invoiced or documented as set forth in Section 3.28.A., or yet to be invoiced or documented as set forth in this Section 3.28.C.) and the yet to be constructed CSP improvements for the DUEs allocated to the particular large lot parcel in the Project, as defined in Section 3.28.A. (and as set forth in Exhibit "BB"), based on the actual costs or costs estimates of such infrastructure, as the case may be, set forth in Exhibits "Q", "V", "Y" and "KK" to the CSP development agreement and Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", "Q-2", and "BB" to this Agreement, and as described in this Section 3.28.C. City shall pay to the CSP developer(s) 100% of such reimbursements from the amounts paid by Landowner, until such time as the actual costs of Completed CSP Improvements, as provided for in Section 3.28.A., have been paid in full, with reimbursed funds paid by Landowner or other parties, over and above the cost of Completed CSP Improvements, placed in an escrow account controlled by City, as set forth or as may be modified, as the case may be, in Section 3.28.D.

D. At the time Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential uses or non-residential uses, on any portion of a large lot parcel on the Property, some CSP improvements for which reimbursement is provided for in Exhibits "Q", "V", "Y" and "KK" to the CSP development agreement and Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", "Q-2", and "BB" to this Agreement may not have been completed and accepted by City. In such case, Landowner shall have the option of making to City for such yet-to-be-built CSP improvements as set forth in Section 3.28.C., or posting security acceptable to City, which could include a security bond.

E. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the CSP. All reimbursements for improvements to the CSP shall be subject to annual adjustment for CCI from the date that the CSP developer(s) incurred the reimbursable cost to the date of reimbursement.

3.29 Reimbursements to Third Parties. In the event that third parties construct sewer, water and/or recycled facilities in Westbrook Boulevard through the

Property, and/or the ARSP fire station site, that are either required of or by Landowner or for which Landowner has responsibility for a pro-rata share, Landowner shall provide reimbursement to third parties for Landowner's share of the costs of such improvements as set forth in this Section 3.29. To effectuate reimbursement to such constructing third parties, Landowner shall pay to City a per DUE fee, to be paid large lot by large lot based on the ratio set forth below and the percentages set forth in Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1" and "Q-2", comprised of the following components, all as set forth in Exhibit "BB" to this Agreement: (i) Landowner's share of wet utilities in Westbrook Boulevard; (ii) Landowner's share of the ARSP fire station site. References herein to payments on a "large lot by large lot basis" shall mean payments based on the number of DUEs planned for such large lot, as more fully described in the ratio set forth below, which payments shall be due upon the recordation of the first final small-lot map for LDR/MDR residential units or issuance of the first building permit for HDR projects or non-residential projects within such large lot.

Payments by Landowner based on estimates set forth in Exhibit "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", and "Q-2" to this Agreement for the wet utilities in Westbrook Boulevard shall be annually adjusted by the CCI from the Effective Date of this Agreement to the date of payment. Payments by Landowner based on estimates set forth in Exhibit "CC" to this Agreement for the ARSP fire station site (excluding land value), shall be adjusted annually by the CCI from the Effective Date of the ARSP development agreements, to the date of payments.

Reimbursable costs shall include costs associated with design, engineering, construction management, staking, plan check and inspection fees, habitat mitigation (excluding any costs of state and federal permitting), and construction. Reimbursement for costs for design, engineering, construction management and staking shall equal twenty percent (20%) of identifiable costs of construction, as set forth in Section 4.2.3.

(i) In the case of the on-site sewer, water and recycled water facilities in Westbrook Boulevard in the ARSP, if third parties are required by City to construct such facilities, City shall pay to such third parties, as such construction costs are incurred by such third parties and approved by City, the fees described herein that have been paid, large lot by large lot, by Landowner, which Landowner shall continue to pay, large lot by large lot, until such time as City determines that such wet utilities would have otherwise have been required to support development of the Property, at which time Landowner shall pay, in one single payment, the unpaid balance of Landowner's share of the actual costs of construction of such facilities, adjusted annually as set forth in Section 4.2.5 of this Agreement, after the fees previously paid by Landowner to City as described in this Section 3.29 have been paid to the constructing third parties. All reimbursements to and from third parties for wet utilities shall be based on the percentages as set forth in Exhibit "AA".

(ii) For Landowner's pro-rata share of the ARSP fire station site Landowner, via the fee described in this Section 3.29, shall pay to City, to be paid to the constructing third parties at the time of construction as construction costs are incurred by such other constructing third parties and approved by City, its pro-rata share, as set forth in Exhibit "CC", of the estimated costs for grading, any required access road, any frontage improvements as defined in Exhibit "CC", and any other improvements specified in Exhibit "CC", adjusted annually by the CCI (but excluding the land value of the fire station site, whose costs shall not be adjusted annually by the CCI) from the Effective Date of the ARSP development agreements, to the date of payment, according to the pro-rata shares therefore set forth in Exhibit "CC". After the ARSP fire station site has been constructed by such other third parties (or, in the case of the CSP electric substation site, by Landowner, as set forth in Section 4.2.2.1 below), Landowner's payment, large lot by large lot, of its pro-rata share of the fire station site to such other constructing third parties shall be based on actual costs of construction, adjusted annually as provided for in Section 4.2.5.

Payment by Landowner for reimbursements due for the facilities set forth in Exhibit "BB" shall satisfy in full Landowner's obligation for payment of its pro-rata share of the costs of improvements due from Landowner to CSP developer(s). For all reimbursement payments by Landowner to third parties or to City to be paid to third parties provided for in this Section 3.28, once such payment by Landowner has been made for residential units or DUEs, as the case may be, for a large lot based on estimated costs of improvements, Landowner shall have no further obligation for those residential units or DUEs, as the case may be, should actual costs of construction for the improvements exceed the estimated costs. Likewise, if actual costs of construction are less than the estimated costs of improvements for which reimbursement has been made by Landowner for residential units or DUEs, as the case may be, for a large lot, there shall be no repayment of the overpayment from the reimbursed party or parties to Landowner for those residential units or DUEs for which reimbursement payments were previously made based on estimated costs.

In all cases of payment by Landowner for its pro-rata share of costs for improvements as provided in this Section 3.29, Landowner shall pay its pro-rata share of costs based on estimates set forth in Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", and "Q-2" and "CC" to this Agreement until such time as actual costs of construction have been reviewed and confirmed by City.

ARTICLE 4. CITY OBLIGATIONS

4.1 City Cooperation. City agrees to cooperate with Landowner in securing all permits that may be required by City and, to the extent applicable, state and federal agencies. In the event State or Federal laws or regulations enacted after this Agreement

has been executed, or action of any governmental jurisdiction, prevent, delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

4.2 Credits and Reimbursements. Landowner may, pursuant to this Agreement, finance construction of certain improvements, including but not limited to roadways, sewer, water, recycled water, solid waste, park, bike trails, drainage and/or electrical facilities which would otherwise be paid for by the City or other parties and which serve and benefit other properties or which would be financed by existing or future City fees.

City and Landowner agree that, in consideration of Landowner financing of such improvements that may be part of a City project for which the City is collecting development impact fees, Landowner, upon entering into an improvement agreement with City and posting security for improvements, shall be entitled to credits and/or reimbursements (reimbursements are applicable when improvements are completed, or as otherwise provided in Sections 3.5.2 and 3.5.7), as set forth below, which credits and reimbursements are owned personally by Landowner and do not run with the Property to successors and assigns, unless Landowner provides written notice to City that said credits and reimbursements have been assigned by Landowner to a third party.

City shall make best efforts to collect reimbursements from third parties outside the ARSP that have been financed by the Landowner, for infrastructure improvements benefiting those third parties, as set forth in Sections 4.2.2 – 4.2.7.

Such personal ownership of credits and reimbursements by Landowner apply to all credits and reimbursements set forth in this Section 4.2 and all subsections thereto, and all other credits and reimbursements provided under this Agreement. City shall use its reasonable best efforts to establish a program to track credits owned by Landowner as provided in this Section 4.2, provided that Landowner hereby agrees to hold the City harmless for any credits that are misapplied by City.

4.2.1 City Extension of Credits. To the extent Landowner advances the cost for the construction of infrastructure included within existing, or to be included in future, City fee programs, City shall provide, if funds are available, reimbursement to Landowner, and if funds are not available for reimbursement, then City shall grant to Landowner a credit for such costs applied against their respective fee obligations for the Project, subject to the provisions of Sections 3.5.2, 3.5.7, 3.12.8 and 3.12.9 above, and provided that in no case shall the amount of credits exceed Landowner's costs of

construction of such infrastructure, as defined in Section 4.2.3 below.

4.2.2 Reimbursement by Third Parties. In the case of public road, sewer, water, recycled water, drainage or electric improvements which abut property or traverse through property owned by third persons and other public improvements which are oversized or are constructed by Landowner, even if not oversized, to benefit property owned by third persons outside of the Project, including property designated Urban Reserve, Landowner shall be entitled to receive a reimbursement from the benefited property owner(s) (and not the City) for the pro rata cost of the improvements, and, in the case of any over sizing, the pro rata cost of the improvements which exceed Landowner's obligation.

Reimbursement may be provided directly from the owner abutting such improvements or from a community facilities district or any such other infrastructure financing district if such a district is formed by or includes such properties and includes monies for the construction of said improvements. Exhibit "BB" contains a listing of improvements subject to reimbursement to Landowner from benefited property owners for improvements, including improvements that exceed Landowner's obligations.

City shall use its best efforts, to the extent City has the authority to do so, to impose the foregoing obligation to pay said reimbursement, as a condition of development of such benefited property owned by third parties, at the time such property owner requests a discretionary approval or other such entitlement from City for development of the benefited property whereby such condition can be imposed. Such reimbursement shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party

4.2.3 Reimbursable Hard Costs. The "hard costs" of construction to be credited to Landowner by the City, and to be reimbursed to Landowner by a third party, shall consist of the identifiable costs of construction, plus 20% assumed for the "soft costs" of design, engineering, construction, construction management, permitting, environmental mitigation requirements, staking, and plan check and inspection fees as set forth in Exhibit "BB," and, as to the "hard costs" of construction, confirmed by City for the reimbursable or credited work.

4.2.4 [Reserved].

4.2.5 Increased Amount of Reimbursements. Reimbursements from third parties for improvements shall be annually increased by the CCI from the date that Landowner incurred the reimbursable cost to the date of reimbursement.

4.2.6 Term for Credits and Reimbursements. City's obligation to provide any credits or to pay or assist in obtaining any reimbursements to Landowner that accrues hereunder shall terminate thirty (30) years after the Effective Date of this Agreement.

4.2.7 Not a Limitation. Nothing in the foregoing Section 4.2 shall be construed to limit Landowner from receiving, in consideration of the improvements to be constructed by Landowner hereunder, any other credits or reimbursements from City otherwise provided under then existing City policy, rule, regulation or ordinance.

4.3 Applications for Permits and Entitlements.

4.3.1 Action by City. City agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Entitlements and this Agreement, and shall exercise its best efforts to act upon such applications in an expeditious manner.

4.3.2 Maps and Permits. Provided that the Public Facilities CFD, if applicable, has been formed and is duly authorized to levy the special tax therefore in accordance with Section 3.17 hereof, and further provided that the Public Services CFD and Municipal Services CFD have been or will at the time of the requested final approval be formed and authorized to levy the special taxes against the applicable portion of the Property in accordance with this Agreement, and further provided that Landowner is not in default of this Agreement, City shall not refrain from approving final residential lot subdivision maps nor shall it cease to issue building permits, certificates of occupancy or final inspections for development of the Property that is consistent with the Entitlements. The acceptance, review and approval of any application for a final residential lot subdivision map, final non-residential subdivision map or building permit may be conditioned upon the formation of the Public Facilities CFD, if applicable, and the submission of petitions to form the Public Services CFD and Municipal Services CFD or annex the Property into the Public Services CFD and/or Municipal Services CFD, as applicable. Prior to such formation and/or annexation, City shall accept, for review, processing and approval, consistent with the Entitlements, applications for tentative residential lot and non-residential subdivision maps and for tentative and final large lot subdivision or parcel maps consistent with the Parcels described by the Specific Plan for the Property.

City acknowledges that under Government Code Section 66452.6, the term of a tentative subdivision map will be automatically extended for a period of time where a sub-divider is obligated to install certain improvements located outside the boundaries of the subdivision. In determining the term of any tentative subdivision map approved by the City for the Property, or any portion thereof, and without limiting

the effect of any other provisions of the Government Code dealing with map extensions, the City agrees that the CFD Improvements described hereunder shall be treated as such off-site improvements for purposes of applying Section 66452.6 of the Government Code.

A subdivision, as defined in Government Code Section 66473.7, shall not be approved unless any tentative map prepared for the subdivision complies with the provisions of said Section 66473.7; this provision is included in this Agreement to comply with Government Code Section 65867.5.

4.3.3 Personnel. Nothing in this Agreement shall be construed to require City to hire or retain personnel for the purposes of evaluating, processing or reviewing applications for permits, maps or other entitlements or for the design, engineering or construction of public facilities in excess of those for which provision is made in the normal and customary budgeting process or fee schedules of City.

4.4 Subdivision Map Act Waiver. Notwithstanding any other provisions of this Agreement, or of Sections 66452.1, 66452.2, 66456.2 and 66458, of the Government Code (or any successor or replacement statute), Landowner expressly waives the time limits for review and approval by City of tentative subdivision maps to the extent that each such period does not exceed one hundred fifty (150) days beyond the time otherwise provided by law, unless Landowner and City mutually agree to another time limit.

4.5 Limited Waiver of Protest Rights. In conjunction with any proceedings creating an assessment district or other applicable financing mechanism for which provision is made in this Agreement, Landowner waives herewith any right to protest which it may have under Section 2825 of the Streets and Highways Code to the extent that such protest would arise under Section 2825(a) through 2825(f) and Section 2825(h); but expressly retains the right of protest with respect to Section 2825(g).

4.6 Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that except as otherwise provided herein, this Agreement shall vest the Entitlements against subsequent City resolutions, ordinances, growth control measures and initiatives or referenda, other than a referendum that specifically overturns City's approval of the Entitlements, that would directly or indirectly limit the rate, timing or sequencing of development, or would prevent or conflict with the land use designations, permitted or conditionally permitted uses on the Property, design requirements, density and intensity of uses as set forth in the Entitlements, and as further set forth in Section 2.4.1 above, and that any such resolution, ordinance, initiative or referendum shall not apply to the Entitlements and the Project. Notwithstanding any other provision of this Agreement, Landowner shall, to the extent

allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted and applied on a uniform, City-Wide basis and directly concerns an imminent public health or safety issue. In such case, City shall apply such ordinance, resolution, rule, regulation or policy uniformly, equitably and proportionately to Landowner and the Property and to all other public or private owners and properties directly affected thereby. By way of example only, an ordinance which would preclude the issuance of a building permit due to a City-Wide lack of adequate sewage treatment capacity to meet additional demand would directly concern an imminent public health issue under the terms of this paragraph and would support a denial of a building permit within the Property or anywhere else in the City if approval would require additional sewage treatment capacity. However, an effort to limit the issuance of building permits because of a general increase in traffic congestion levels in the City would not be deemed to directly concern an imminent public health or safety issue under the terms of this paragraph.

4.7 Subsequent Proposed Development. City and Landowner acknowledge that the terms of this Agreement provide for substantial financial commitments by Landowner to ensure that the Project results in a net positive fiscal effect on the City and its residents. City agrees to use its best efforts to assure that the development agreements in connection with any subsequent annexation and associated specific plan shall be subject to financial commitments of the same or greater magnitude as those made by Landowner under this Agreement, to the extent allowed by law. This provision shall not apply to development of infill areas within the City.

4.8 Essence of Agreement. Sections 2, 3, 4, 5 and 6 are the essence of this Agreement.

ARTICLE 5. DEFAULT, REMEDIES, TERMINATION

5.1 General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty-day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and regulations of City implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for

consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and City regulations implementing such Sections.

Following consideration of the evidence presented in said review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normally scheduled periodic review, said party may give written notice of default of this Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the other party may terminate this Agreement.

No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement.

5.2 Annual Review. City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs.

Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement.

In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission.

If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

5.3 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, acts of terrorism, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.4 Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Provided, however, that the Landowner, its successors and assigns hereby waive any and all claims for monetary damages against City arising out of this Agreement at any time. All legal actions shall be initiated in the Superior Court of the County of Placer, State of California, or in the Federal District Court in the Eastern District of California.

5.5 Effect of Termination. If this Agreement is terminated following any event of default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

5.6 Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement, or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

ARTICLE 6. HOLD HARMLESS AGREEMENT

Landowner and its successors-in-interest and assigns, hereby agrees to, and shall defend and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of Landowner, or of Landowner's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Landowner or Landowner's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation of Landowner shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by City. In addition to the foregoing indemnity obligation, Landowner agrees to and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement, exclusive of any such actions brought by Landowner, its successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Landowner shall be limited to its interest in the Property and that neither Landowner nor any of its partners, officers, shareholders, employees or agents shall have any personal liability therefore.

ARTICLE 7. PROJECT AS A PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.

ARTICLE 8. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action.

ARTICLE 9. GENERAL

9.1 Enforceability. The City agrees that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by City, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the development of the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

9.2 City Finding. The City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

9.3 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns, no other person shall have any right of action based upon any provision in this Agreement.

9.4 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

9.5 Construction. This Agreement shall be subject to and construed in accordance and harmony with the Roseville Municipal Code, as it may be amended, provided that such amendments do not impair the rights granted to the parties by this Agreement.

9.6 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

9.7 Estoppel Certificate. Either party may, at any time, and from time to time,

deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Landowner.

9.8 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Landowner, in any manner, at Landowner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, except as limited by the provisions of this section. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Landowner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

- a. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.
- b. The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Landowner in the performance of Landowner's obligations under this Agreement.
- c. If City receives a timely request from a Mortgagee requesting a copy of any notice of default given to Landowner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Landowner under this Agreement.

- d. Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Landowner's obligations or other affirmative covenants of Landowner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Landowner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Article 11 of this Agreement.

ARTICLE 10. NOTICES

All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

Development Services Director
City of Roseville
311 Vernon Street
Roseville, California 95678

Notice required to be given to the Landowner shall be addressed as follows:

Brookfield Sunset, LLC
2271 Lava Ridge Court, Suite 220
Roseville, CA 95661
Attention: John Norman

Jennifer M. Amoruso, Successor Trustee of the
Amoruso Family Living Trust Dated March 14, 2005
P.O. Box 640
Plymouth, CA 95669

With a copy to:

Marcus J. Lo Duca, Esq.
Law Office Of Marcus J. Lo Duca, P.C.
3200 Douglas Boulevard, Suite 300
Roseville, CA 95661

Steve Crosbie
Crosbie Real Estate
2545 E. Bidwell Street
Folsom, CA 95630-6440

Any of the parties may change the address stated herein by giving notice in writing to the other parties, and, thereafter, notices shall be addressed and delivered to the new address.

ARTICLE 11. ASSIGNMENT

From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit "DD" and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner", with all rights and obligations related thereto, with respect to such conveyed property.

ARTICLE 12. FORM OF AGREEMENT, EXHIBITS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement, inclusive of its Recitals and Exhibits, constitutes the entire understanding and agreement of the parties.

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 Ordinance No.____, adopted by the Council of the City of Roseville on the ____day of _____, 2016.

CITY OF ROSEVILLE,
A municipal corporation

By: _____
Rob Jensen
City Manager

ATTEST:

By: _____
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: _____
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Kevin Payne
Development Services Manager

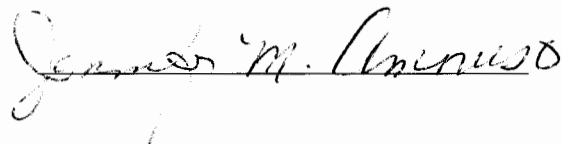
LANDOWNER:

BROOKFIELD SUNSET, LLC,
a California limited liability company

By: _____
John Norman
Vice President

By: _____
Rick Whitney
Chief Financial Officer

JENNIFER M. AMORUSO, Successor
Trustee of the Amoruso Family Living
Trust Dated March 14, 2005



CALIFORNIA ALL PURPOSE 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)

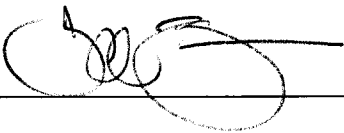
)ss.

County of Amador)

On May 9, 2016 before me Sarah Zulim, Notary Public,
personally appeared Jennifer M. Amoroso

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)



CITY OF ROSEVILLE,
A municipal corporation

By: _____
Rob Jensen
City Manager

ATTEST:

By: _____
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: _____
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Kevin Payne
Development Services Manager

LANDOWNER:

BROOKFIELD SUNSET, LLC,
a California limited liability company

By: _____
John Norman
Vice President

By: _____
Rick Whitney
Chief Financial Officer

JENNIFER M. AMORUSO, Successor
Trustee of the Amoruso Family Living
Trust Dated March 14, 2005

CALIFORNIA ALL PURPOSE 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)

)ss.

County of PLACER)

On May 12, 2016 before me HELEN MARIA TAYLOR Notary Public,
personally appeared JOHN W. NORMAN

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 Helen Maria Taylor (Seal)



CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Orange }

On May 11, 2016 before me, Christine Milligan, Notary Public
(Here insert name and title of the officer)

personally appeared Rick Whitney
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(s)~~ 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]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

LIST OF EXHIBITS

Exhibit A	Property Legal Description
Exhibit B	Property Map
Exhibit C	Annexation Area and Plan Area
Exhibit D	Specific Plan Property Ownership
Exhibit E	Land Use Plan
Exhibit F	Affordable Housing Sites
Exhibit G	Phasing Plan
Exhibit H	Road Improvements
Exhibit H-1	Offsite Road Facilities for Reimbursement
Exhibit H-2	Offsite Roadway Reimbursement Schedule
Exhibit H-3-A	Sunset Boulevard West Improvements – Typical Section
Exhibit H-3-B	Sunset Boulevard West Improvements – Road G Intersection
Exhibit H-3-C	Sunset Boulevard West Improvements – Westbrook Blvd. Intersection
Exhibit I	Traffic Signals
Exhibit J-1	Wastewater Facilities
Exhibit J-2	Wastewater Facilities
Exhibit K-1	Offsite Wastewater Facilities for Reimbursement
Exhibit K-2	Offsite Wastewater Reimbursement Schedule
Exhibit L	Groundwater Well
Exhibit M	Water Conservation Plan
Exhibit N	Water Facilities

Exhibit O-1	Water Facilities for Reimbursement
Exhibit O-2	Offsite Water Facilities for Reimbursement
Exhibit O-3	Water Reimbursement Schedule
Exhibit P	Recycled Water Facilities
Exhibit Q-1	Offsite Recycled Water Facilities for Reimbursement
Exhibit Q-2	Offsite Recycled Water Reimbursement Schedule
Exhibit R	Drainage Facilities
Exhibit S	Post Development 100 Year Floodplain
Exhibit T	Fiber Optic Improvements
Exhibit U	60kV Easement Areas
Exhibit V	Parks and Open Space
Exhibit W	Parks Financing Plan
Exhibit X	Bikeway Master Plan
Exhibit Y	Open Space Areas
Exhibit Z-1	Westbrook Boulevard Maintenance Access
Exhibit Z-2	University Creek Crossing
Exhibit AA	DUE Allocation to Specific Plan Parcels for CSP Reimbursements
Exhibit BB	Infrastructure Phasing and Reimbursement Schedule
Exhibit CC	Fire Station Site Reimbursements
Exhibit DD	Sample Assignment and Assumption Agreement

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 2

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, BEING A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M. AND BEING A PORTION OF THAT REAL PROPERTY DESCRIBED IN THOSE GRANT DEEDS TO PETER AMORUSO & JENNIFER AMORUSO, TRUSTEES OF THE AMORUSO FAMILY LIVING TRUST, DATED MARCH 14, 2005, RECORDED AS INSTRUMENT NOS. 2005-0105020, 2005-0105021 AND 2005-0105022, OFFICIAL RECORDS OF PLACER COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID SECTION 11, AND THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 14;

EXCEPTING THEREFROM THAT PORTION OF SAID SECTION 11 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE ALONG THE EAST LINE THEREOF, NORTH 00°12' 11" WEST, 880.57 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE ALONG THE FOLLOWING 12 COURSES:

1. THENCE SOUTH 76°07'24" WEST, 104.21 FEET;
2. THENCE NORTH 77°38'46" WEST, 331.04 FEET;
3. THENCE TO THE LEFT, ALONG THE ARC OF A 476.00 FOOT RADIUS, NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIAL BEARING OF NORTH 80°31'50" WEST, A CENTRAL ANGLE OF 06°47'22", AND AN ARC LENGTH OF 56.40 FEET;
4. THENCE TO THE RIGHT ALONG THE ARC OF A 524.00 FOOT RADIUS, REVERSE CURVE, HAVING A CENTRAL ANGLE OF 85°05'31", AND AN ARC LENGTH OF 778.21 FEET;
5. THENCE SOUTH 87°46'19" WEST, 204.70 FEET;
6. THENCE NORTH 01°46'01" WEST, 1,554.79 FEET;
7. THENCE SOUTH 88°13'59" WEST, 773.11 FEET;
8. THENCE TO THE LEFT, ALONG THE ARC OF A 743.51 FOOT RADIUS, NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIAL BEARING OF SOUTH 86°54'36" EAST, A CENTRAL ANGLE OF 04°51 '25", AND AN ARC LENGTH OF 63.03 FEET;
9. THENCE NORTH 01°46'01" WEST, 1,018.17 FEET;
10. THENCE TO LEFT, ALONG THE ARC OF A 93.88 FOOT RADIUS, NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIAL BEARING OF SOUTH 14°45'43" EAST, A CENTRAL ANGLE OF 56°11 '20", AND AN ARC LENGTH OF 92.07 FEET;
11. THENCE NORTH 88°13 '59" EAST, 703.80 FEET;
12. THENCE NORTH 01°46'01" WEST, 2,183.68 FEET TO THE SOUTH LINE OF SUNSET BOULEVARD WEST, COUNTY ROAD NO. (A3042) AS CONVEYED TO THE COUNTY OF PLACER BY DEED RECORDED AUGUST 18, 1966 IN BOOK 1123, AT PAGE 612, OFFICIAL RECORDS OF PLACER COUNTY;

THENCE ALONG SAID SOUTH LINE, NORTH 89°21'05" EAST, 1,273.09 FEET TO A POINT ON SAID EAST LINE OF SECTION 11; THENCE ALONG SAID EAST LINE, SOUTH 00°12'11" EAST, 4,372.54 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "A"
LEGAL DESCRIPTION

ALSO EXCEPTING THEREFROM: THE NORTH 42 FEET OF SAID SECTION 11, CONVEYED TO THE COUNTY OF PLACER BY DEED RECORDED AUGUST 18, 1966 IN BOOK 1123, AT PAGE 612, OFFICIAL RECORDS OF PLACER COUNTY.

CONTAINING 525.724 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED ALONG THE BOUNDARY OF THE PROPERTY DESCRIBED IN DOC. NO. 2005- 0105020 ARE NOT BASED UPON A FIELD SURVEY AS DESCRIBED IN L.S. ACT SECTION 8762. THEY DO NOT ESTABLISH THE BOUNDARY OF SAID PROPERTY AND ARE INCLUDED TO ASSIST IN LOCATING THE NEW BOUNDARY APPROVED BY MINOR BOUNDARY LINE ADJUSTMENT NO. PLN15-00351 ONLY.

Exhibit B
Property Map

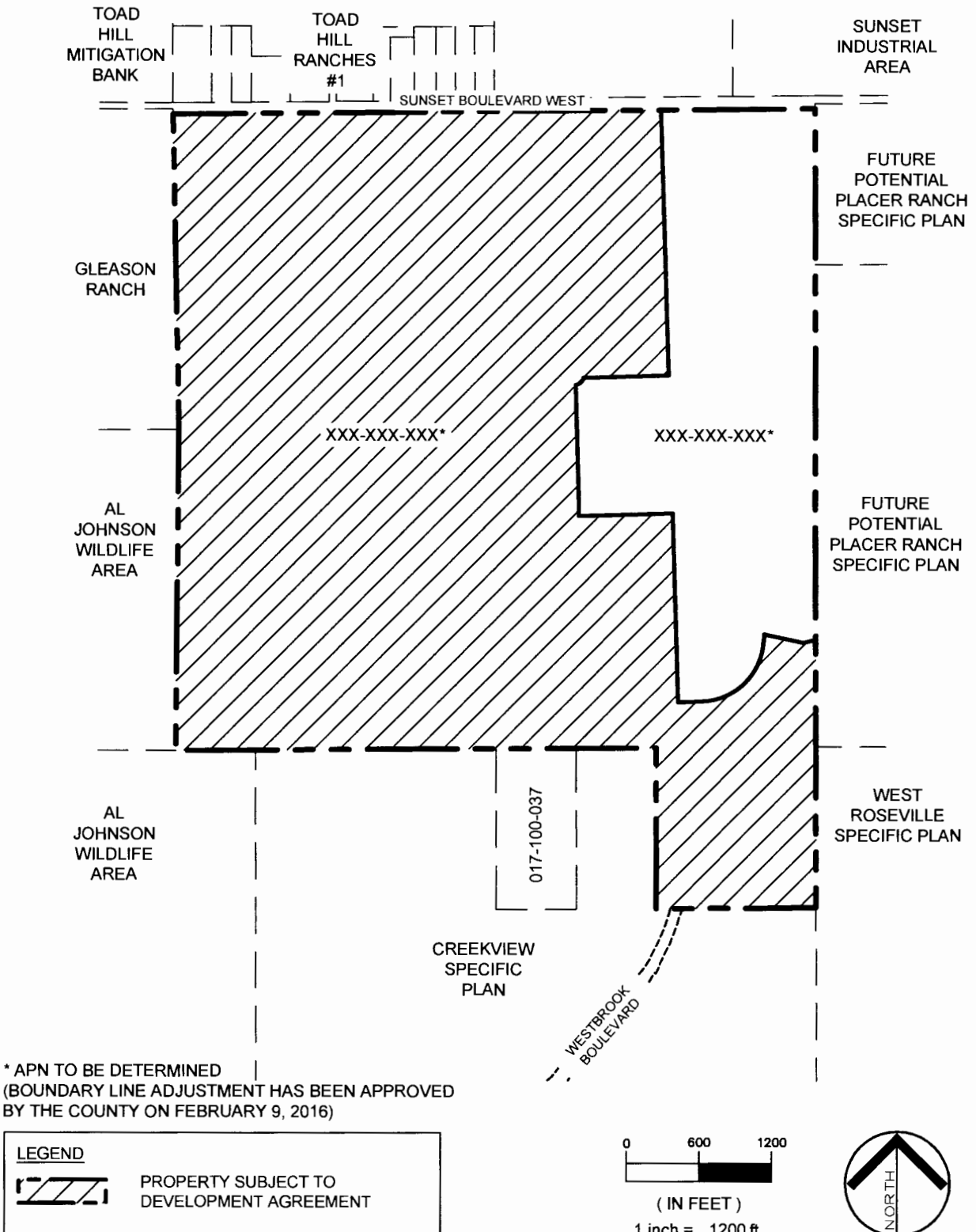


Exhibit C
Annexation Area and Plan Area

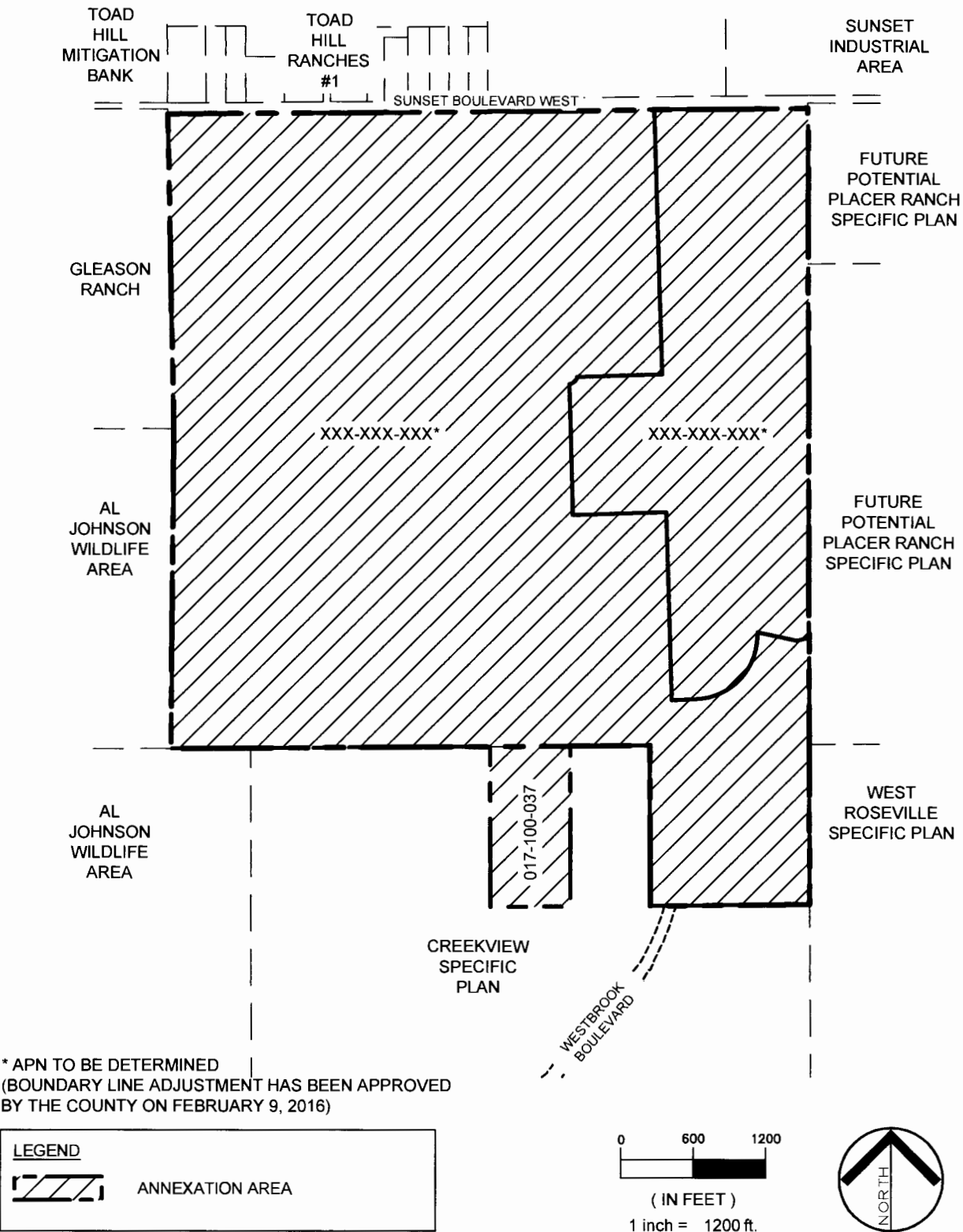
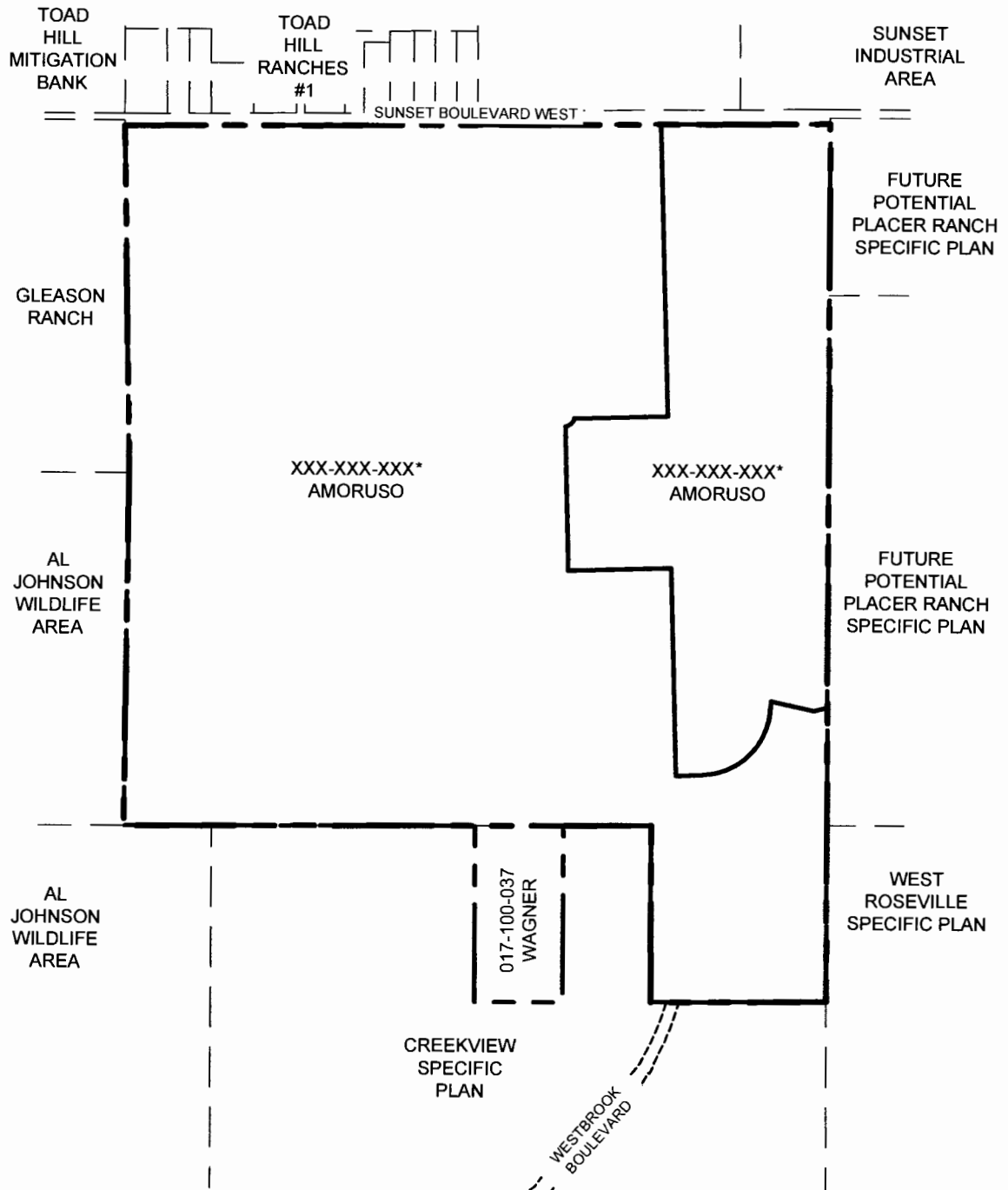


Exhibit D
Specific Plan Property Ownership



* APN TO BE DETERMINED
(BOUNDARY LINE ADJUSTMENT HAS BEEN APPROVED
BY THE COUNTY ON FEBRUARY 9, 2016)

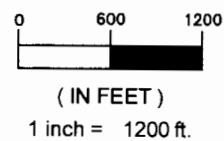


Exhibit E
Land Use Plan

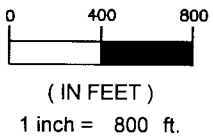
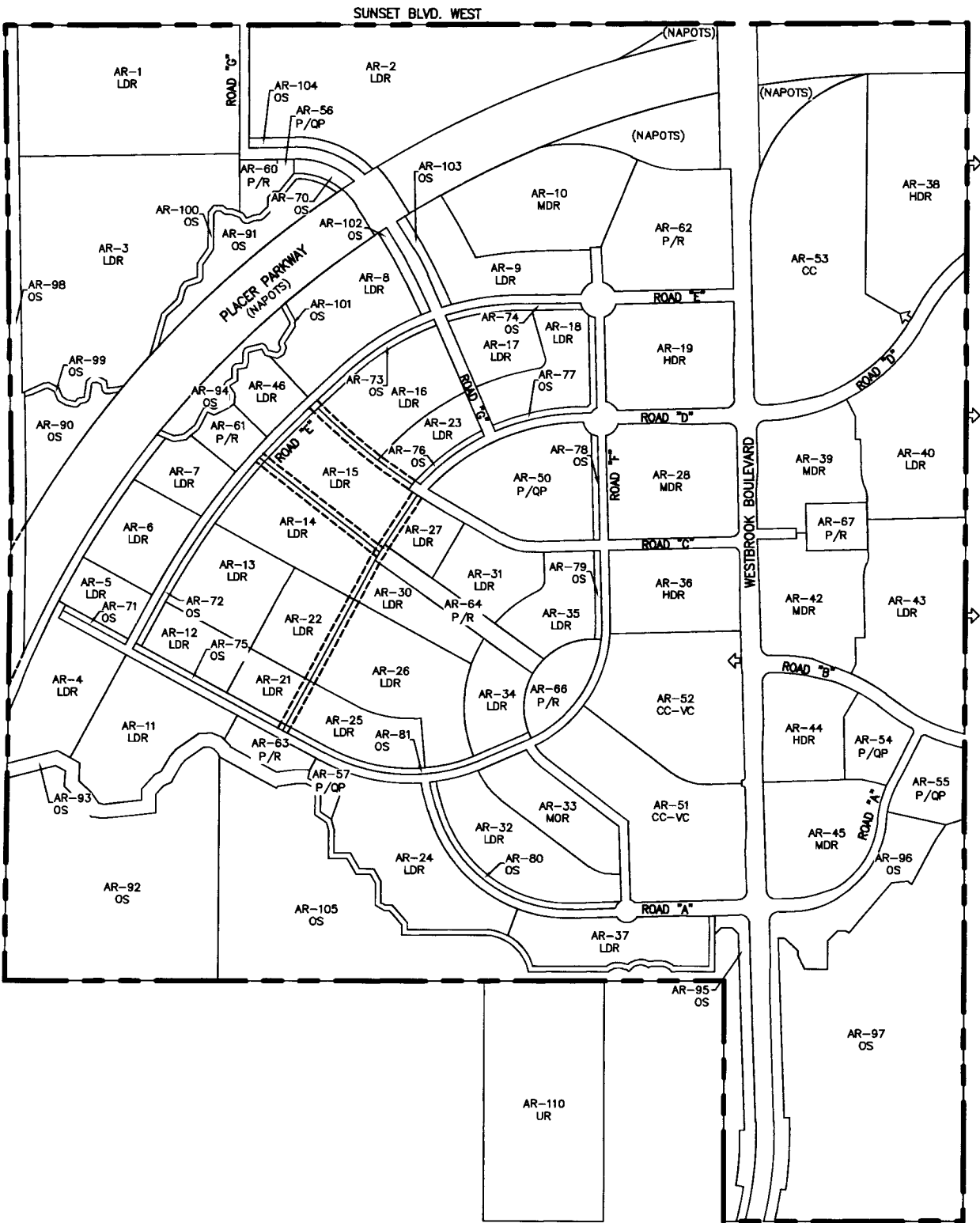
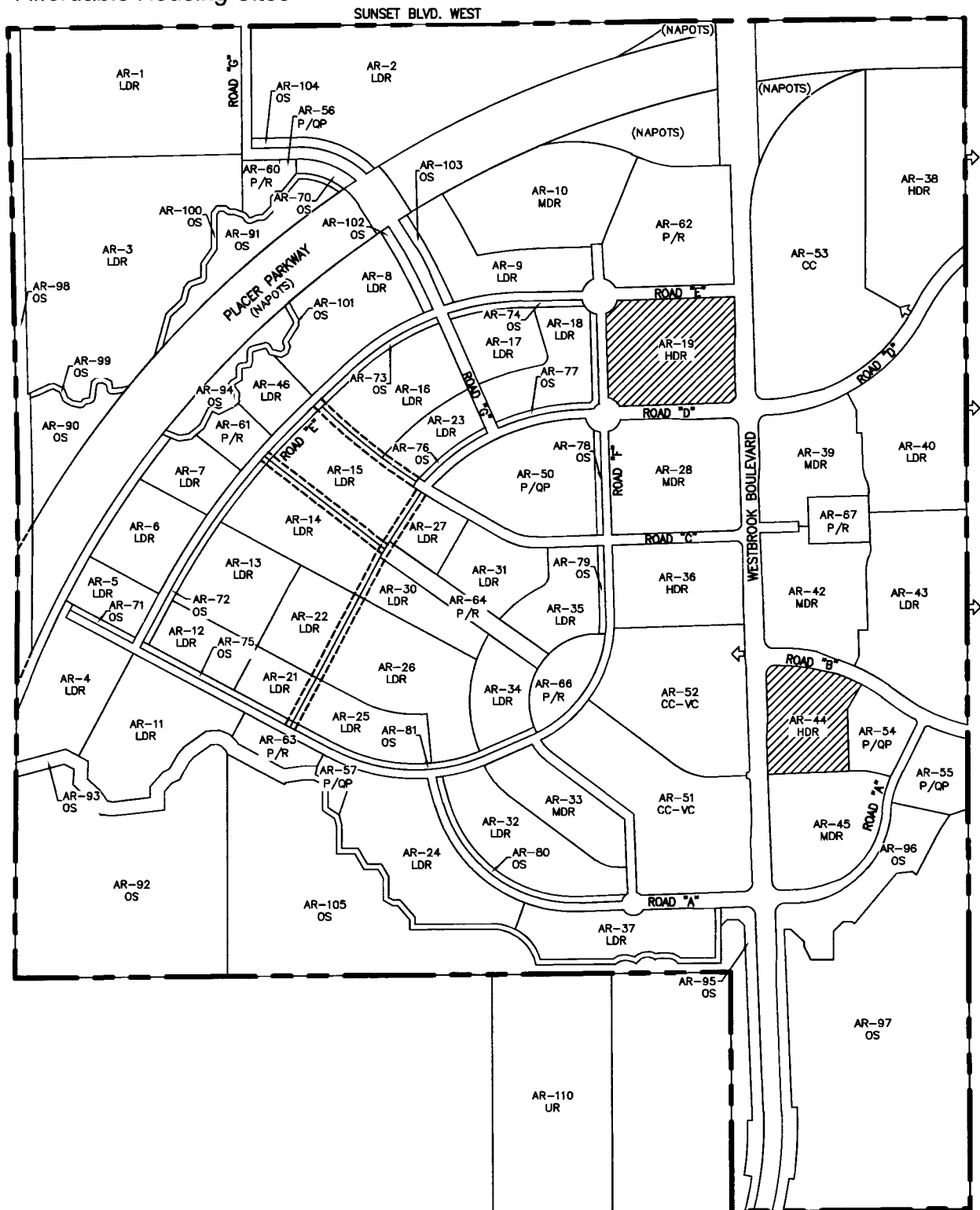


Exhibit F Affordable Housing Sites



LEGEND

 AFFORDABLE HOUSING SITES

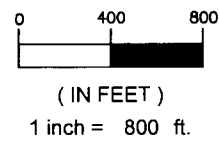


Exhibit G Phasing Plan

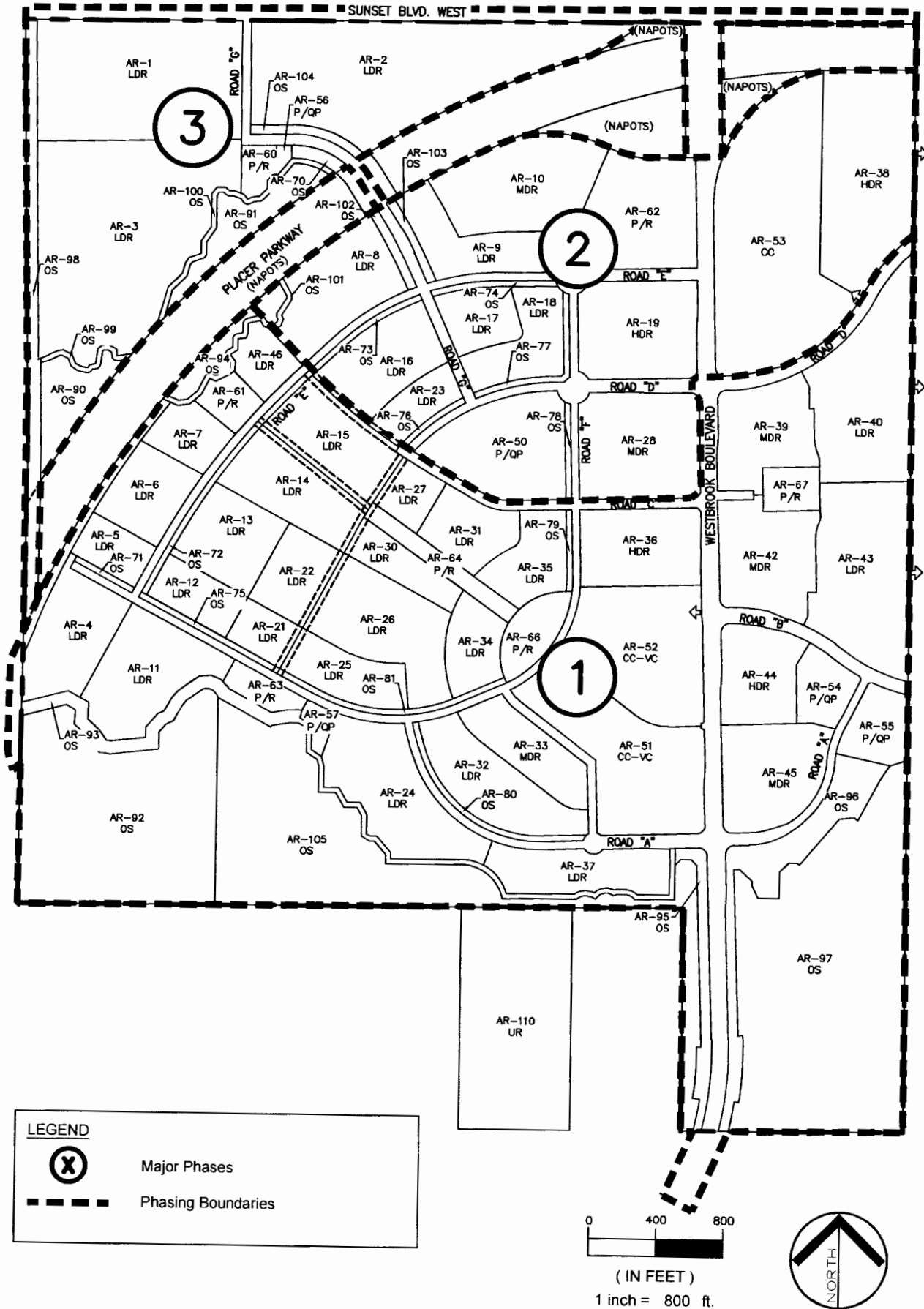
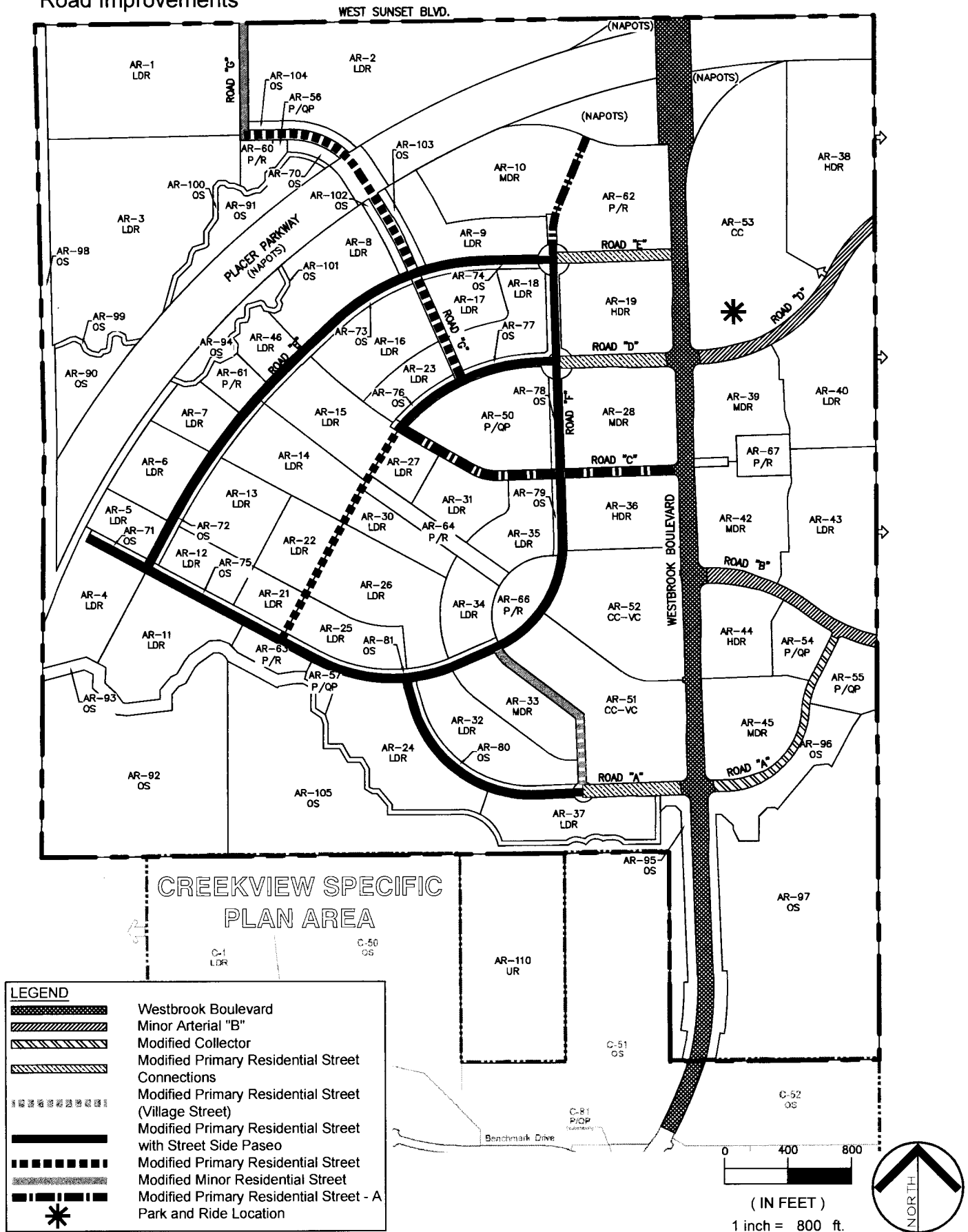


Exhibit H Road Improvements



CREEKVIEW SPECIFIC PLAN AREA

LEGEND

6 Lane Arterial Reimbursed by City CIP

0 400 800

(IN FEET)

1 inch = 800 ft.

Map Labels:

- SUNSET BLVD. WEST
- ROAD "G"
- ROAD "F"
- ROAD "E"
- ROAD "D"
- ROAD "C"
- ROAD "B"
- ROAD "A"
- ROAD "H"
- ROAD "I"
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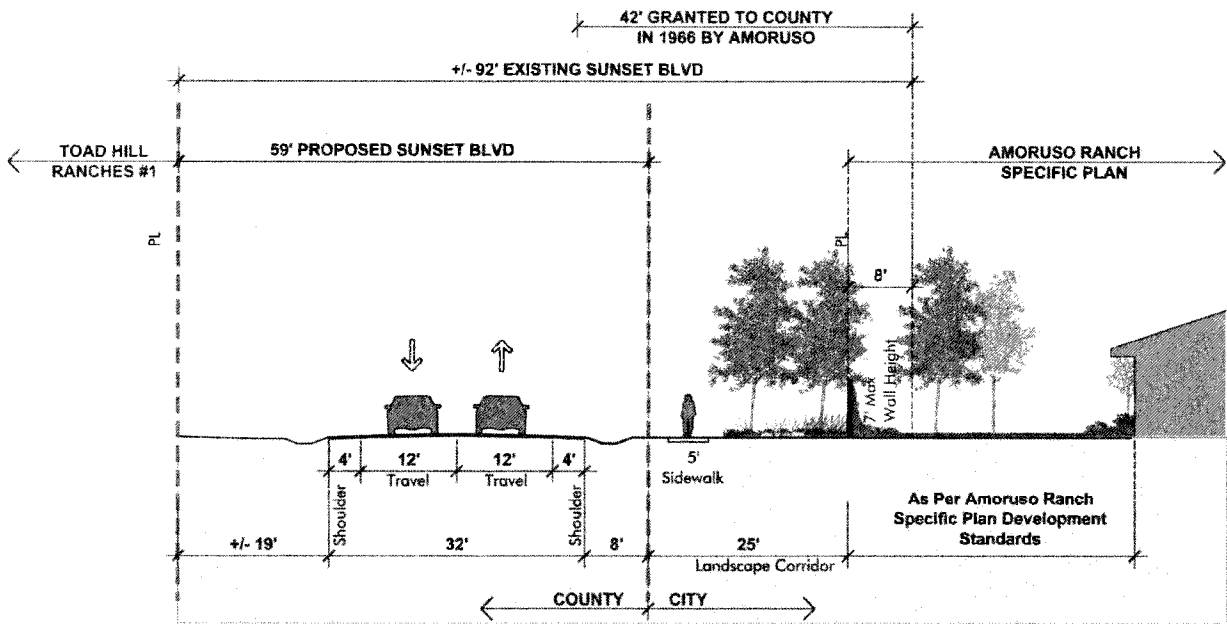
**EXHIBIT H-2
OFFSITE ROADWAY REIMBURSEMENT SCHEDULE**

ROADWAY REIMBURSEMENTS						
Reimbursements to ARSP						
No	Roadway Segment	Approx. Length	Reimbursement From	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed to ARSP
1	R1	510'	City CIP	\$ 1,228,324	100.00	\$ 1,228,324

Note:

1. Improvements are subject to annual adjustments for CCI.
2. Reimbursement estimate is based on the Creekview Specific Plan Development Agreement.

Exhibit H-3-A
Sunset Boulevard West Improvements - Typical Section



Proposed Future Sunset Boulevard West - 59' ROW

Exhibit H-3-B
Sunset Boulevard West Improvements - Road G Intersection

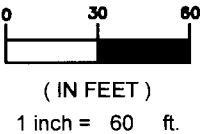
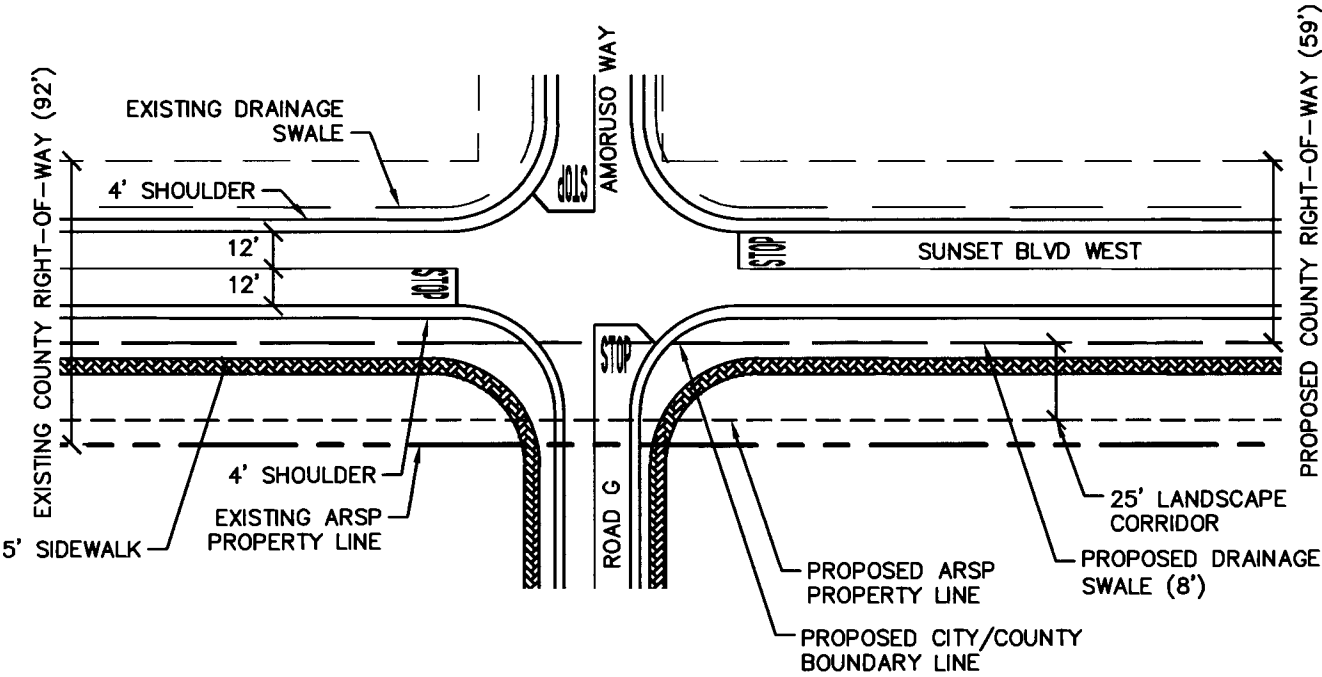


Exhibit H-3-C
Sunset Boulevard West Improvements - Westbrook Boulevard Intersection

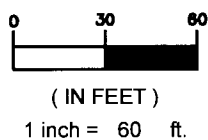
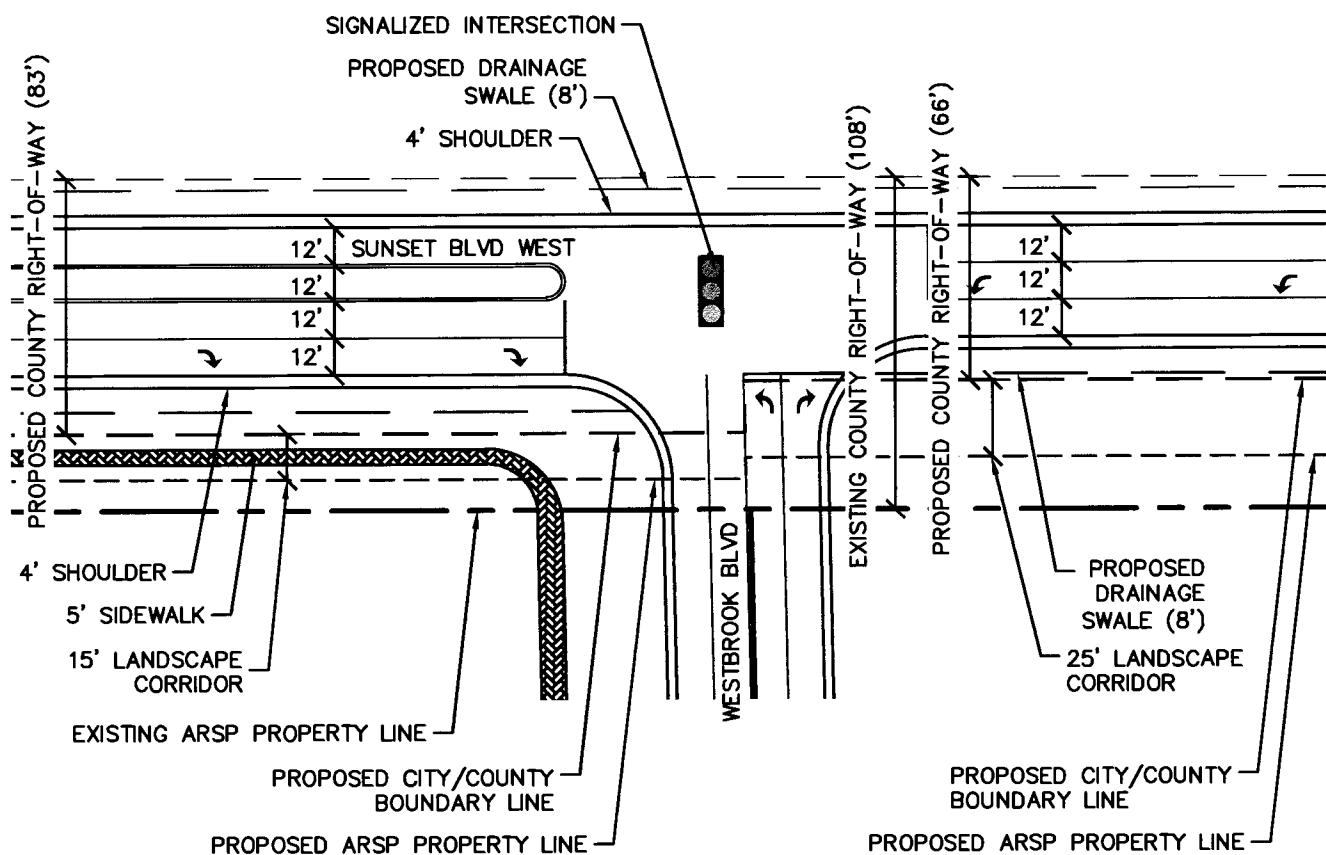
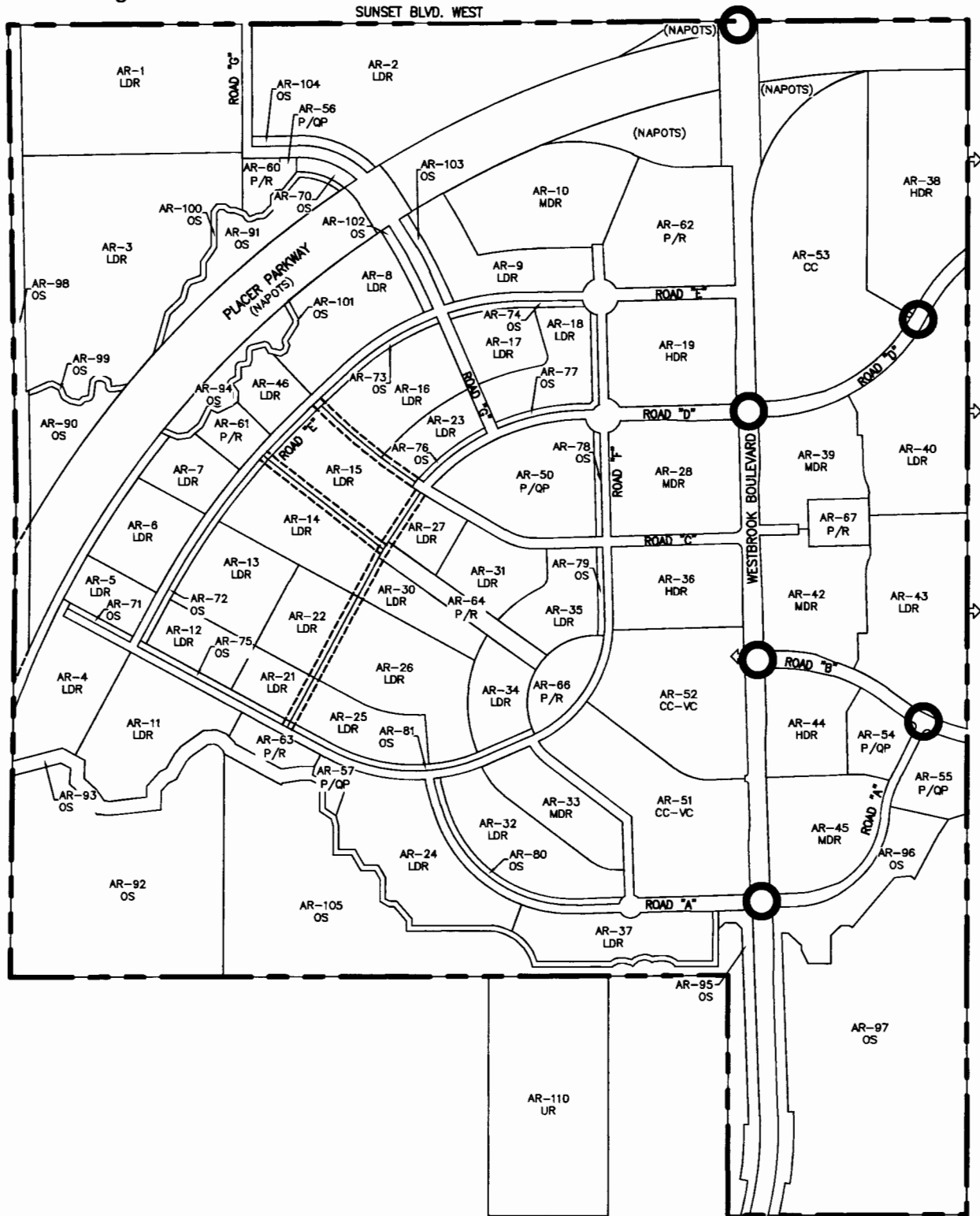


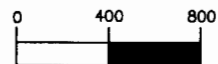
Exhibit I Traffic Signals



LEGEND



Traffic Signal



(IN FEET)

1 inch = 800 ft.



Exhibit J - 1

Wastewater Facilities

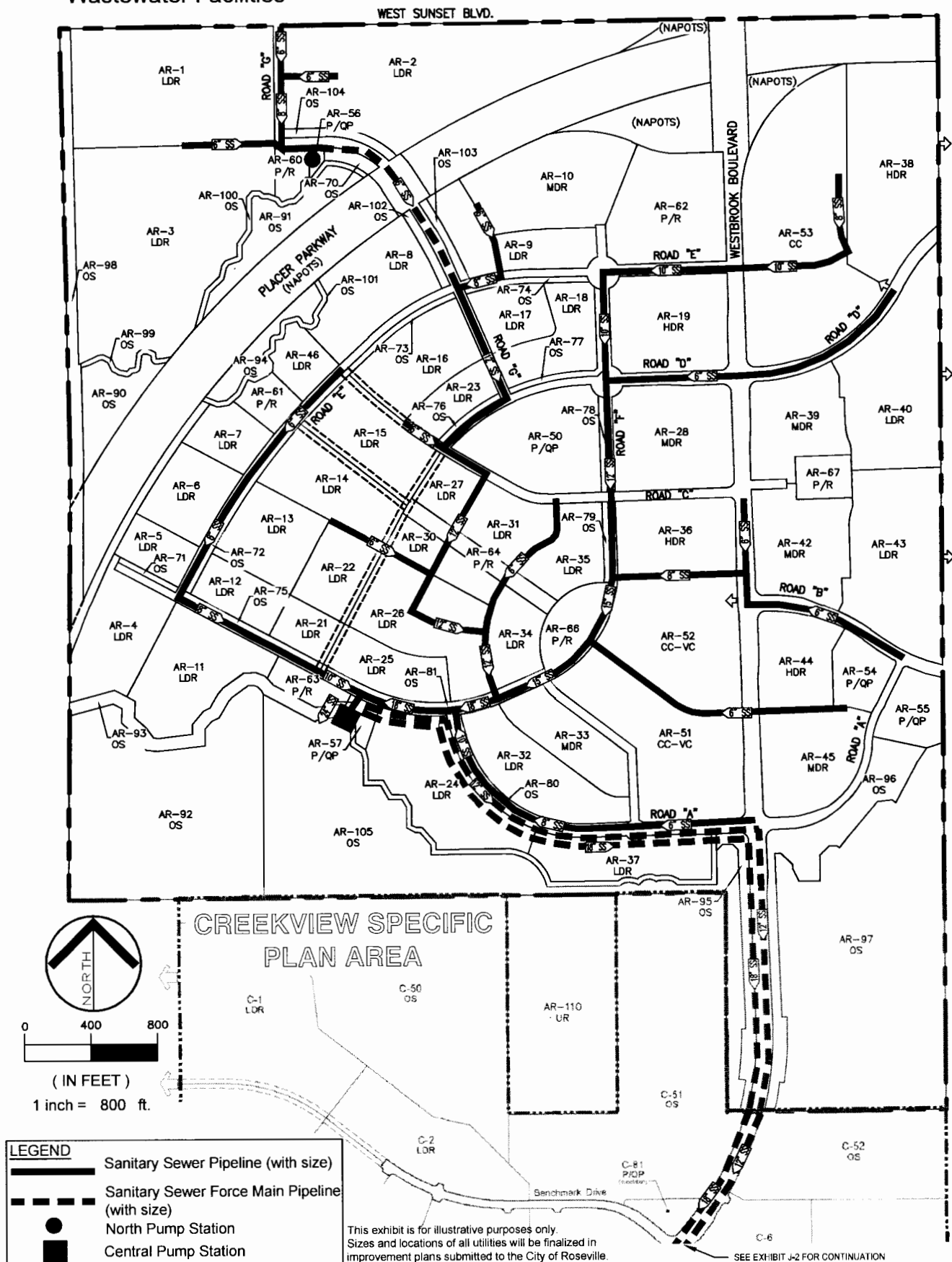


Exhibit J - 2 Wastewater Facilities

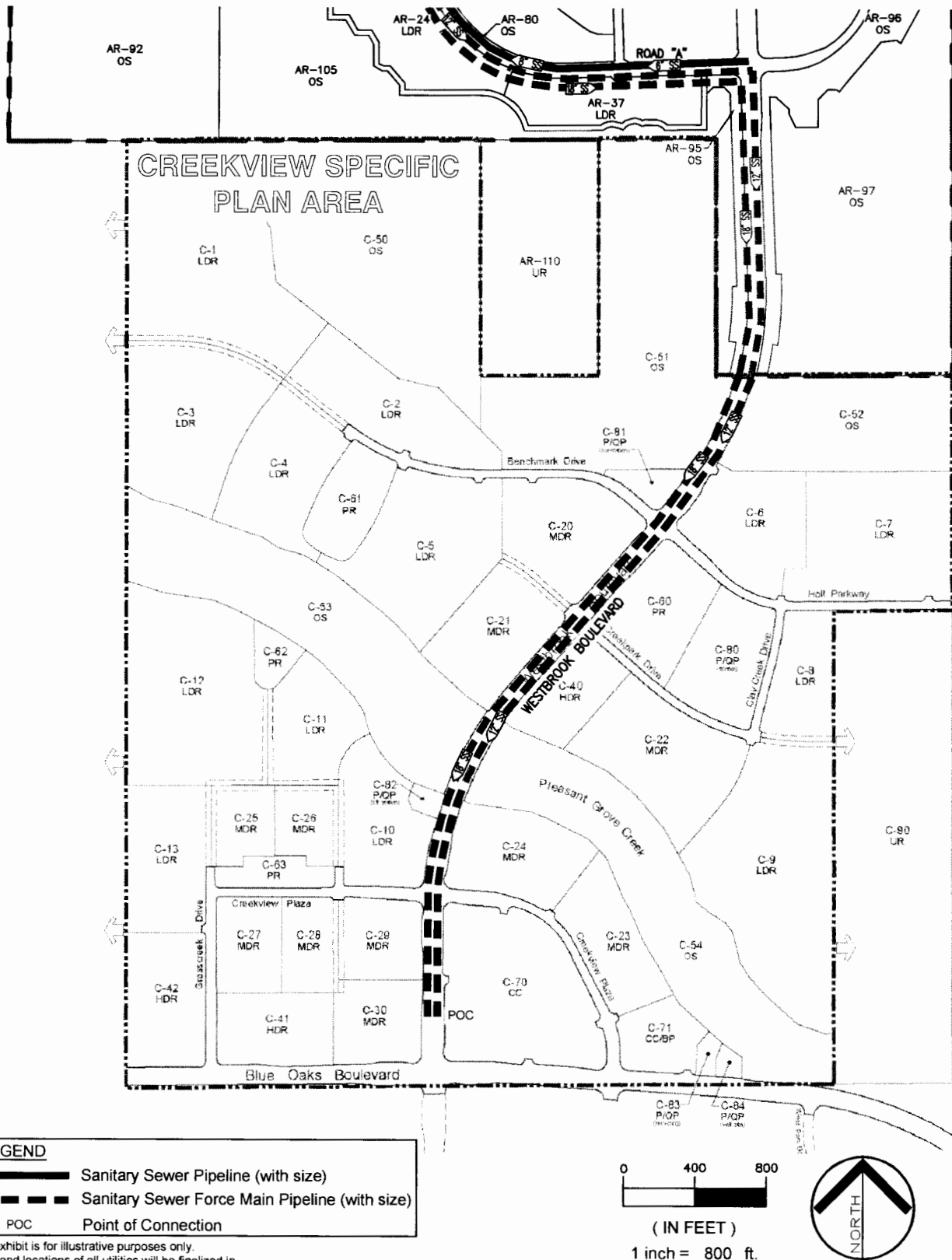
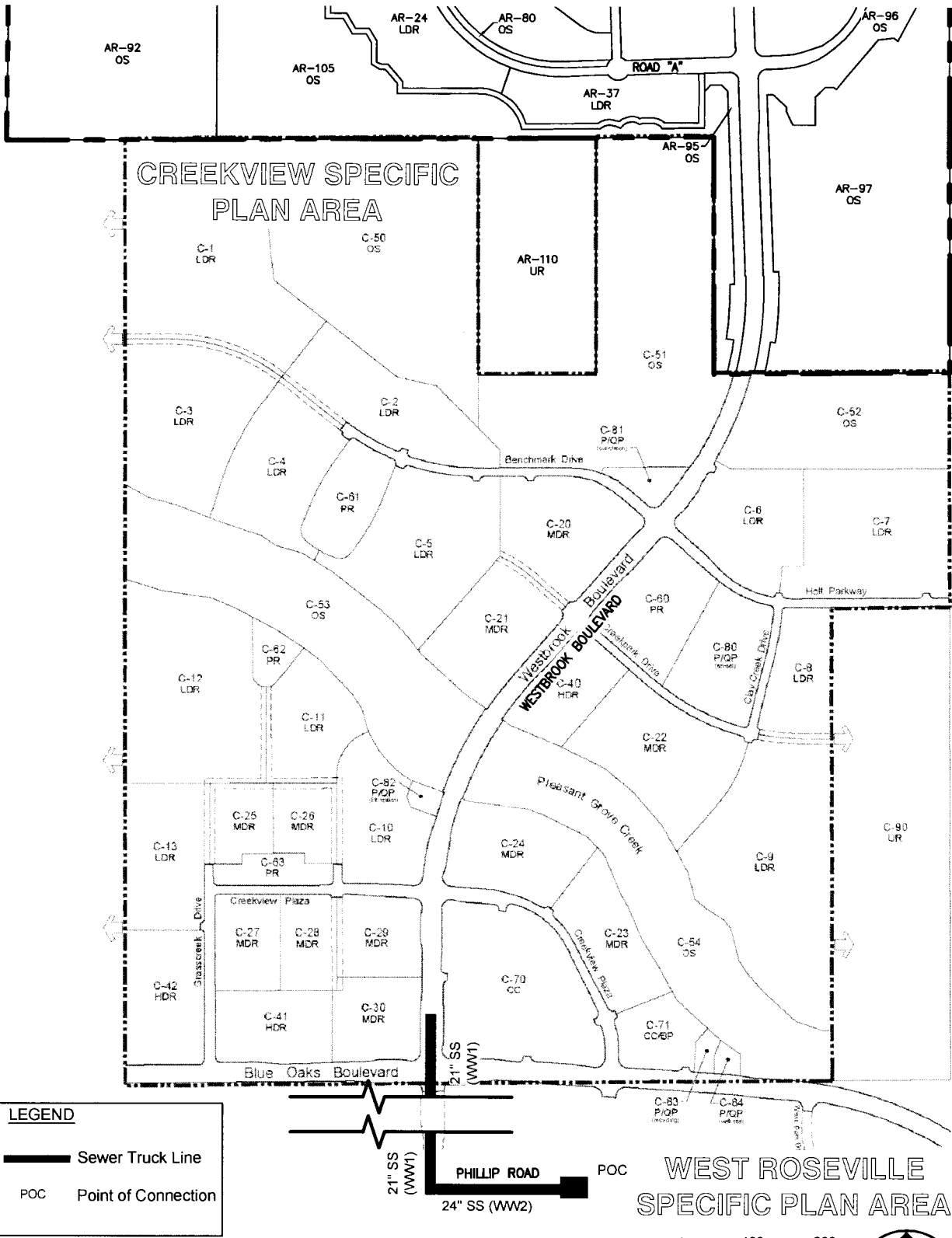


Exhibit K-1 Offsite Wastewater Facilities For Reimbursement



This exhibit is for illustrative purposes only.
Sizes and locations of all utilities will be finalized in
improvement plans submitted to the City of Roseville.

EXHIBIT K-2
OFFSITE WASTEWATER REIMBURSEMENT SCHEDULE

WASTEWATER REIMBURSEMENTS									
Reimbursements From ARSP									
No	Wastewater Segment	Size	Approx. Length	ARSP Flow (mgd)	Total Flow (mgd) ⁴	Reimbursable Party	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed
1	WW1	21"	1,790'	0.606	1.039	CSP	\$ 243,256	58.33%	\$ 141,880
2	WW2	24"	Per WRSP DA	0.606	1.214	WRSP	\$ 378,000	49.92%	\$ 188,689

Note:

1. Improvements are subject to annual adjustments for CCI.
2. Reimbursement estimate is based on the Creekview Specific Plan Development Agreement and West Roseville Specific Plan Development Agreement.
3. ARSP is responsible for ARSP force main system within CSP.
4. Total flow includes Creekview SP and may include other third parties. See Creekview DA Exhibit P and Exhibit Q.

Exhibit L
Groundwater Well

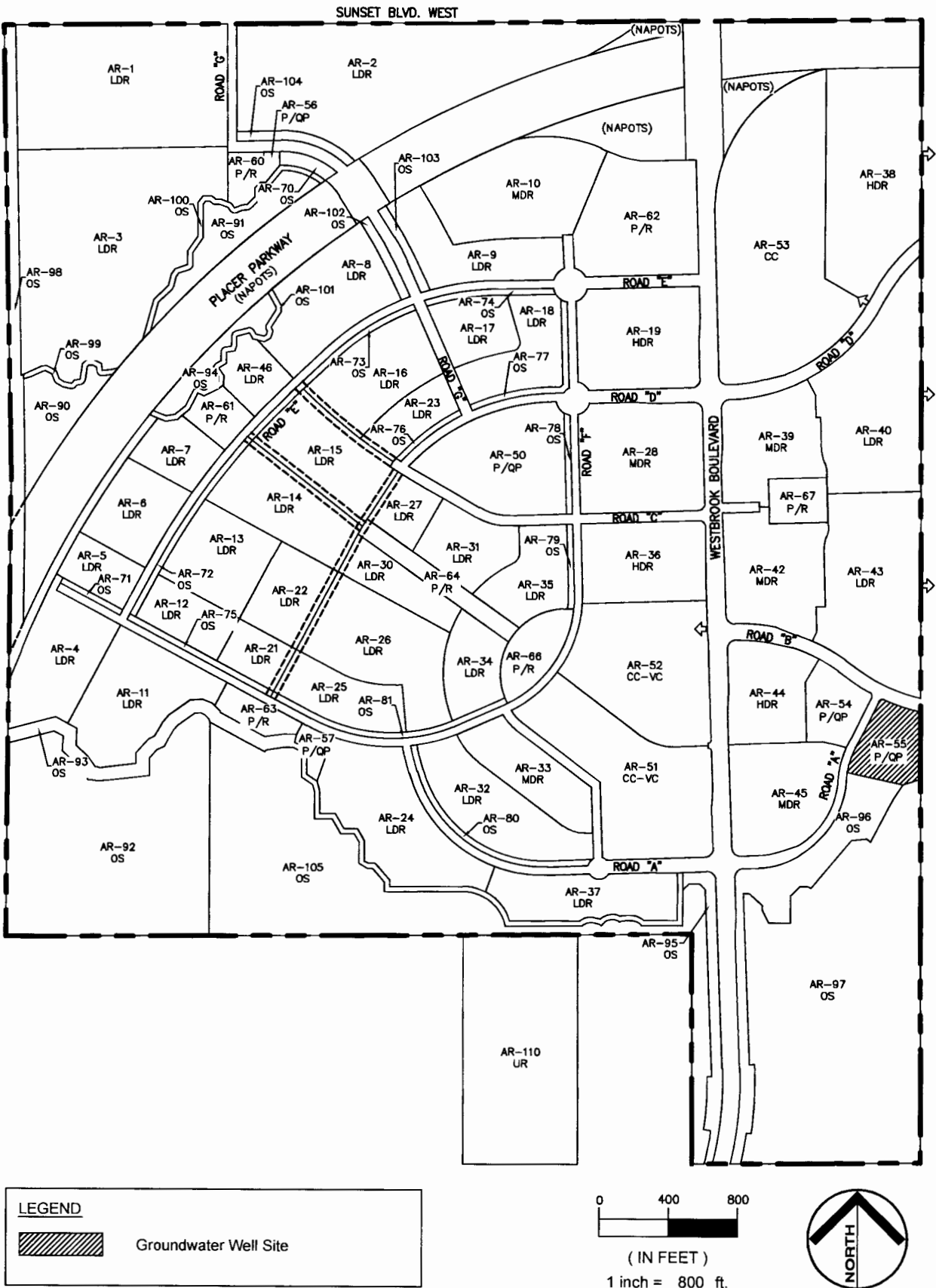
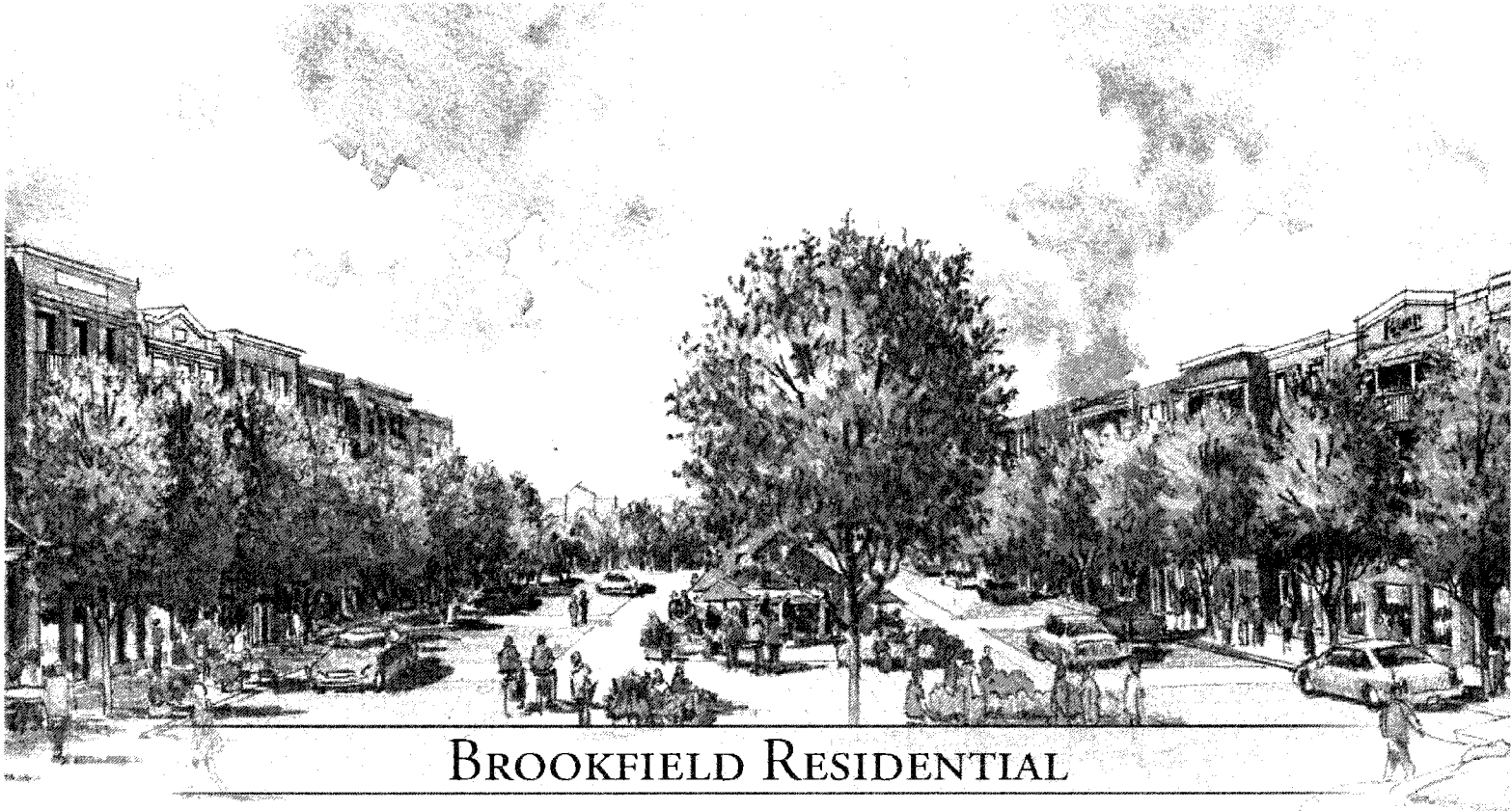


Exhibit M
Water Conservation Plan



BROOKFIELD RESIDENTIAL

Amoruso Ranch Specific Plan Area

April 2016

WATER CONSERVATION PLAN



Prepared for:

Brookfield
Residential

Prepared by:

Kimley»Horn

Brookfield Residential

Amoruso Ranch Specific Plan Area

Water Conservation Plan

Prepared By:

Kimley»»Horn

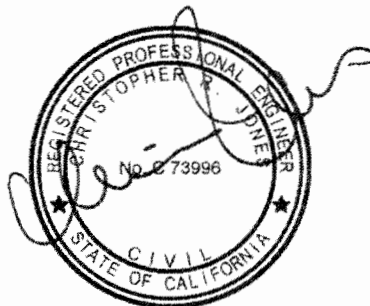


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INTRODUCTION

The Amoruso Ranch Specific Plan (ARSP) Area Water Conservation Plan (Plan) has been prepared at the request of Brookfield Residential Properties, Inc. (Brookfield) to meet the City of Roseville's (City) requirements and in support of the ARSP process.

WATER CONSERVATION PLAN PURPOSE

In February 2008, then California Governor Arnold Schwarzenegger introduced a seven-part comprehensive plan for improving the Sacramento-San Joaquin Delta. As part of this effort, the Governor directed state agencies to develop a plan to reduce statewide per capita urban water use by 20 percent by the year 2020. In February 2010, the State Water Resources Control Board issued the 20x2020 Water Conservation Plan.

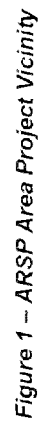
As part of the response to the 20x2020 Plan, the City has a requirement that all new specific plan projects incorporate water conservation measures into the overall project design such that the overall water demands (both potable and recycled) are reduced. The City has an overall conservation goal of 20% for potable and irrigation water usage throughout the City.

This Plan presents potentially feasible measures and guidance that can result in a reduction of the projected overall water usage within the ARSP Area, which will contribute towards the City-wide conservation goal. The projected reduction in water use will be established as part of this Plan through a process of: estimating the baseline water demands without conservation measures; identification of potentially feasible conservation measures; and estimation of the resultant water demands with application of the identified conservation measures. This Plan has been developed in conformance with the Water Efficient Landscape Ordinance (WELO) as a minimum.

ARSP AREA LOCATION AND DESCRIPTION

Project Vicinity

The ARSP Area consists of approximately 694.4 acres located in the northwest edge for the City of Roseville. Prior to the Specific Plan's adoption, the plan area was recognized as a logical growth extension for the City. The Specific Plan Area is bounded on the southwest by the Al Johnson Wildlife Area, to the west by the Gleason property, to the south by the Creekview Specific Plan Area, to the east by the future proposed Placer Ranch Specific Plan Area and to the north by the existing Toad Hills Ranches #1 area and unincorporated Placer County. The project vicinity is shown on Figure 1.



Pre-Development Conditions

The pre-development conditions of the ARSP Area were as a cattle ranch and for irrigated crops. The primary use was open grazing land, but included a small ranch house and out buildings. The land is gently rolling terrain generally trending to the west and south. Minor drainages flow in a radial pattern from a slight rise in the northeast quadrant of the property. The elevation changes from approximately 115 feet to 71 feet gently from the northeast down to the southwest.

The site vegetation is generally limited to short, seasonal grasses. There are several oak trees located along University Creek and a number of non-native trees located around the former ranch house. Wetland conditions and their associated flora and fauna are located in small areas typically along the drainage corridors and in flats along the southern boundary. Figure 2 highlights the ARSP Area pre-development conditions.

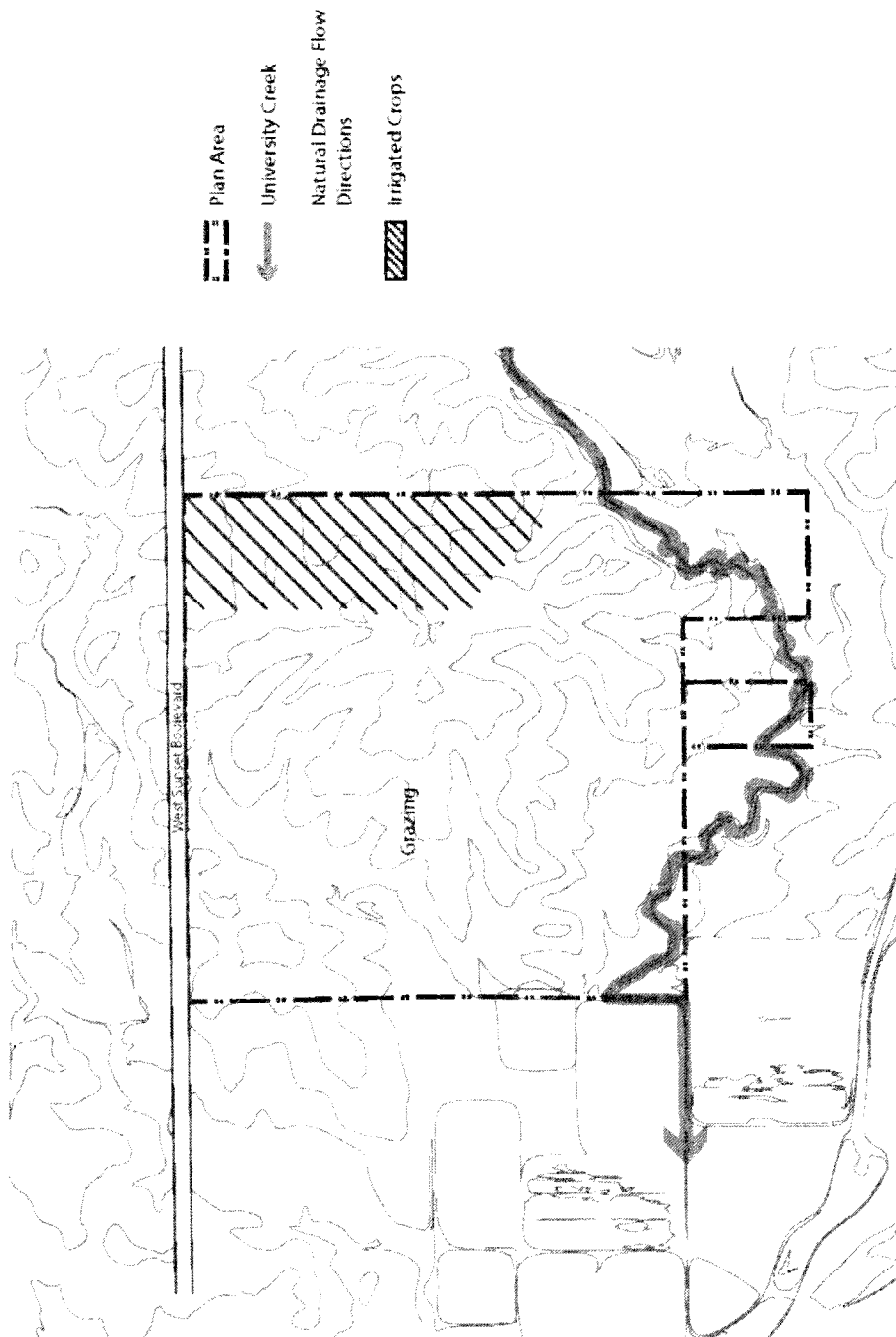


Figure 2 – ARSP Area Pre-Development Conditions

ARSP Area Development Opportunities and Constraints

The proposed ARSP Area land use plan is influenced by several factors, including the physical setting, land use and circulation conditions, and public policies. Two significant aspects that influence the development of the land plan are described below and depicted on Figure 3.

Placer Parkway

The proposed Placer Parkway will be a dominant feature that sweeps through the ARSP Area. Interchanges at Fiddymont Road and Santucci Boulevard will provide access to the ARSP Area.

Open Space and Resources Preservation

The ARSP Area will support open space and resource preservation by providing permanent open space. In combination with the 1,700-acre open space afforded by the City of Roseville Al Johnson Wildlife Area, this open space provides connectivity with open space within the Creekview Specific Plan Area, and lands to the east of the ARSP Area.

The Amoruso Ranch Specific Plan will provide an open space corridor that includes a pedestrian and bike path linkage between this major open space area and the City's regional trail system. In addition, the corridor will provide a permanent preservation area for wetland resources.

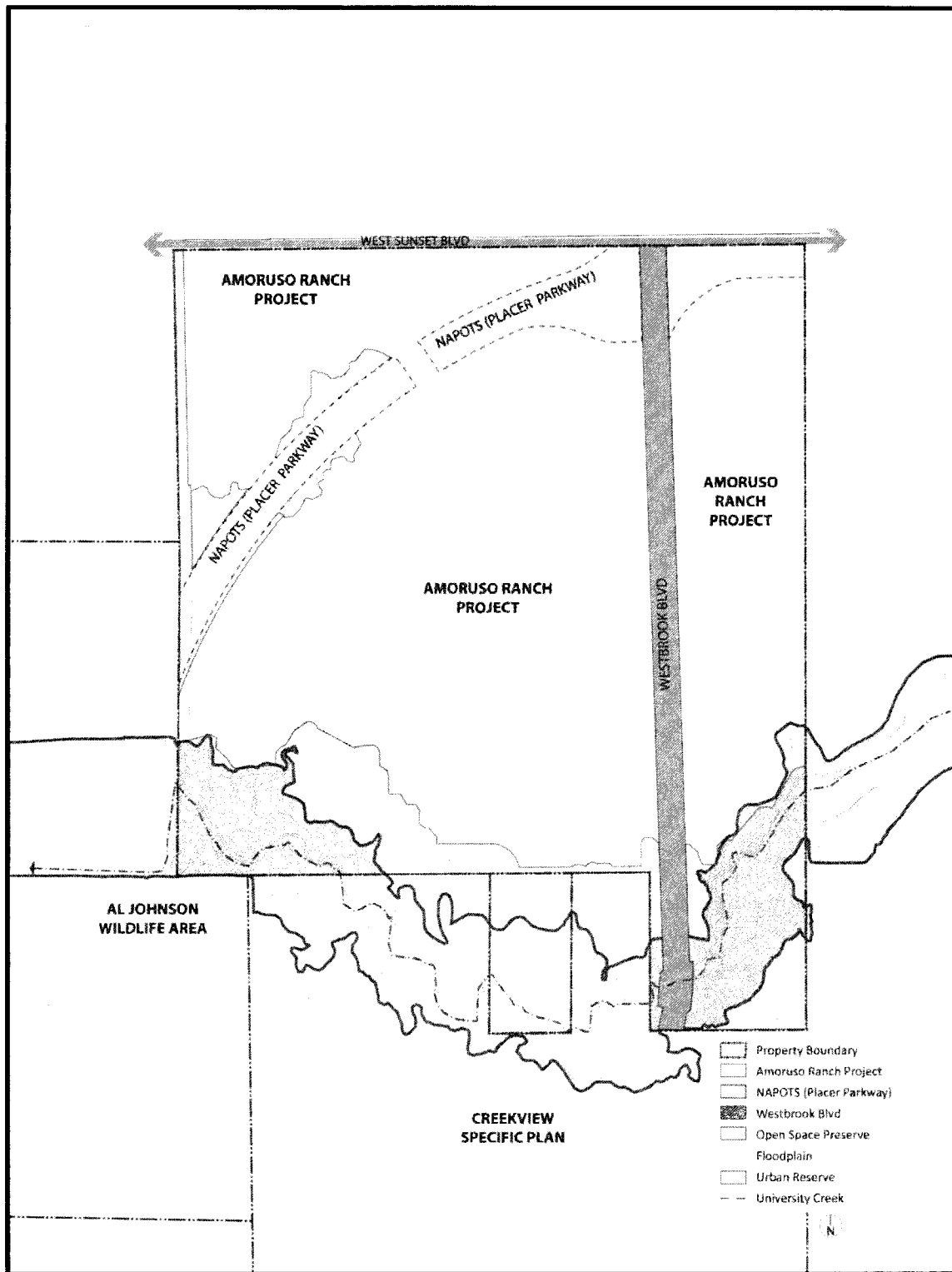


Figure 3 – ARSP Area Opportunities and Constraints

ARSP Area Land Use Plan

The ARSP Area provides for a mix of land uses to achieve the desired community form and objectives. These land use designations include low-, medium- and high density residential uses; commercial and office uses; which in some cases are sited with one another and/or with residential uses, public and quasi-public uses for the schools and civic activities such as a fire station, parks and open space uses, and an urban reserve.

At buildout, the ARSP Area will provide for 2,827 dwelling units, it adds approximately 51 acres of commercial retail and office land uses, and provides approximately 22-acres of parks and 146-acres of open space. The ARSP Area Land Use Plan is shown in Figure 4.

BASELINE WATER USE ESTIMATION

The calculation of the baseline water use estimation was established based on the land use designations developed as part of the ARSP Area Land Use Plan shown on Figure 4.

The baseline water use for the project was established using the City's standard water use factors, as developed for the City by MWH in 2006. The City of Roseville employs standard demand factors for residential land uses of varying densities, as well as standard demand factors for commercial/other land uses. The residential demands are presented as gallons per day (GPD) per dwelling unit (DU), and the commercial/other demands are presented as GPD per acre. The City's demand factors are listed in Table 1.

Table 1
Amoruso Ranch Specific Plan
Water Conservation Plan
City of Roseville Demand Factors

General Plan Land Use Category	Average Day Demand
Residential GPD/DU	
LDR1: < 3.5 DU / Acre	728 GPD/DU
LDR2: > 3.5 to 5 DU / Acre	600 GPD/DU
LMDR1: > 5 to 6 DU / Acre	521 GPD/DU
LMDR2: > 6 to 8 DU / Acre	430 GPD/DU
MDR: > 8 to 12 DU / Acre	323 GPD/DU
HDR1: > 12 to 16 DU / Acre	288 GPD/DU
HDR2: > 16 DU / Acre	177 GPD/DU
Non-Residential GPD/Acre	
Commercial / Retail	2598 GPD/Acre
Business Professional	2598 GPD/Acre
Light Industrial	2598 GPD/Acre
Industrial	2562 GPD/Acre
Railroad Yard	109 GPD/Acre
Elementary School	3454 GPD/Acre
High School	4068 GPD/Acre
Public (Fire Station, etc)	1780 GPD/Acre
Park / Recreation	2988 GPD/Acre
Open Space / ROW	0 GPD/Acre
Vacant	0 GPD/Acre

Utilizing the City's demand factors, the estimated annual water use for the Low-, Medium- and High-Density Residential units proposed within the ARSP Area have been calculated. The basis of the Low-, Medium- and High-Density Residential water use is presented within Table 2.

Table 2
Amoruso Ranch Specific Plan
Water Conservation Plan
Water Use Estimation – LDR, MDR and HDR

Land Use Category Density	Number of Units	Average Day Demand (GPD/DU)	Total Average Day Demand (GPD)	Total Average Day Demand (AFY)	Total Average Day Demand with 2% (AFY) ¹
LDR1: < 3.5 DU / Acre	148	728	107,744	120.7	123.1
LDR2: > 3.5 to 5 DU / Acre	116	600	69,600	78.0	79.5
LMDR1: > 5 to 6 DU / Acre	401	521	208,921	234.0	238.7
LMDR2: > 6 to 8 DU / Acre	757	430	325,510	364.6	371.9
MDR: > 8 to 12 DU / Acre	155	323	50,065	56.1	57.2
HDR1: > 12 to 16 DU / Acre	380	288	109,440	122.6	125.0
HDR2: > 16 DU / Acre	760	177	134,520	150.7	153.7
Community Commercial - Village Center – Residential	109	288	31,392	35.2	35.9
Urban Reserve	1	728	728	0.8	0.8
Total	2,827	-	1,037,920	1,162.6	1,185.9

The water use estimation, as established by the City for purposes of water conservation does not distinguish between potable water and recycled water. Table 3 includes a summary of the estimated baseline water demands. Consistent with previous similar analyses completed by the City, a factor for water system losses has not been included in the water conservation calculations. It has, however, been included for informational purposes in both Tables 2 and 3.

¹ Demand accounts for 2% system losses.

Table 3
Amoruso Ranch Specific Plan
Water Conservation Plan
Water Use Factors and Demands

Land Use	Land Use Abbreviation/ Zoning	Total Area (Acres)	Dwelling Unit Count	Water Use Factor	Daily Demand (GPD)	Annual Demand (AFY)	Annual Demand with 2% (AFY) ¹
Low Density Residential	LDR	248.77	1,302	Varies	660,175	739.5	754.3
Medium Density Residential	MDR	50.27	542	Varies	178,561	200.0	204.0
High Density Residential	HDR	38.13	873	Varies	167,064	187.1	190.9
Community Commercial - Village Center - Residential	CMU-SA (Commercial Mixed-Use - Special Area)	Included On Next Line	109	288	31,392	35.2	35.9
Community Commercial - Village Center -- Non-Residential	CMU-SA (Commercial Mixed-Use - Special Area)	27.27	-	2,598	70,847	79.4	80.9
Community Commercial	CC (Community Commercial)	23.85	-	2,598	61,962	69.4	70.8
Open Space (Paseos)	OS	10.71	-	2,988	32,001	35.8	36.6
Open Space (General)	OS	37.24	-	0	0	0	0
Open Space (Preserve)	OS	97.58	-	0	0	0	0
Parks & Recreation	PR	22.14	-	2,988	66,154	74.1	75.6
Public / Quasi Public (school)	P/QP (School)	9.62	-	3,454	33,227	37.2	38.0
Public / Quasi Public (Fire Station & Utility Site)	P/QP	7.61	-	1,780	13,546	15.2	15.5
Urban Reserve	UR	20.00	1	728	728	0.8	0.8
Rights-of-Way	ROW	52.04	-	0	0	0	0
Not a Part of This Subdivision	NAPOTS	49.16	-	0	0	0	0
Total		694.4	2,827	-	1,315,659	1,473.7	1,503.2

¹ Demand accounts for 2% system losses.

SINGLE FAMILY RESIDENTIAL WATER USE DISTRIBUTION

Single family residential water use for land use designations for Low-, Medium- and High-Density (LDR, MDR and HDR) parcels can be further divided by the use within the home and the landscape irrigation demands outside of the home.

Table 4 represents the typical single family residential water usage that would be attributable to residential units within the land use designation of LDR and MDR. The percentage of total use will have a different distribution for HDR primarily attributable to the reduction in irrigated landscaped area.

Table 4
Amoruso Ranch Specific Plan
Water Conservation Plan
Single Family Residential Water Usage

Residential Use	Percentage of Total¹
Landscaping	51%
Toilets	13%
Faucets, Cooking, Cleaning	10%
Showers	9%
Clothes Washing	8%
Bath	6%
Toilet Leaks	2%
Dishwasher	1%

Based on historic data the typical split between backyard and front yard irrigation of typical LDR and MDR parcels is approximately sixty-forty, with 60% of the landscape irrigation demand attributable to the backyard and 40% of the landscape irrigation attributable to the front yard. This is the result of typically smaller front yards than backyards along with less

¹ Percentage of total water use was derived from information obtained from the City of Roseville Frequently Asked Questions (FAQ) on the subject of water conservation.

landscape area in the front yard due to driveways and walks. Utilizing this ratio of front yard to backyard irrigation use, results in a further breakdown of the 51% total water use to 20.4% for the front yards and 30.6% for the backyards. The separation of front yard and backyard irrigation demands for LDR and MDR parcels allows analysis and application of different conservation measures between the two distinct areas.

The HDR units typically do not have front yard and backyard irrigation demand; however, there are common area irrigation demands that are attributable to HDR units. Average planning numbers for irrigation demands for HDR units is 20% of the estimated overall water usage. This value is expressed as 20% of the annual irrigation demand and not based on designation of demands split between front and back yard area designations. Table 5 presents a summary of demands based on the assumptions listed above.

Table 5
Amoruso Ranch Specific Plan
Water Conservation Plan
Residential Irrigation Water Demands

Land Use	Annual Demand (AFY)	Annual Demand Front Yard (AFY)	Annual Demand Backyard (AFY)	Annual Total Irrigation Demand (AFY)
Low Density Residential	739.5	150.86	226.29	377.15
Medium Density Residential	200.0	40.80	61.20	102.00
High Density Residential ¹	187.1	N/A	N/A	37.42
Urban Reserve	0.8	0.16	0.24	0.40
Total	1,127.4	191.82	287.73	516.97

¹ Demand for HDR parcels was calculated differently from LDR and MDR parcels, as described above. Demand for HDR parcels was not separated into front yard and backyard demand since traditional front and back yards are not present on HDR parcels.

WATER USE REDUCTION STRATEGIES

A series of implementable water use reduction strategies have been identified for the ARSP Area. These strategies are discussed in more detail in the following subsections of this document, including the estimated percentage of water use reduction.

The water use reduction strategies identified for the ARSP Area include:

- Reduction of Residential Turf Areas
- Reduction of Park and Recreation and Common Area Turf (Non-Residential)
- Irrigation Management
- Water Conservation Methods

REDUCTION OF RESIDENTIAL TURF AREAS

As represented in the previous sections and tables, turf areas account for a significant portion of the water demand of the residential development. In turn, this correlates to one of the greatest opportunities to reduce the projected water demands. The ARSP project will adopt a strategy to encourage the new residential developments to reduce the magnitude of front yard turf areas and plant these areas with vegetation that uses far less water.

The City of Roseville estimates that for a same sized area of turf, in comparison to utilization of low-water consumption vegetation, could result in a savings of up to 70% in the amount of water required. Therefore, 30% of the amount of water would be required for the low consumption vegetation as compared to the lawn area's water demand.

Low water consumption vegetation, benefits not only from the reduced requirement for uptake by the plants, it also benefits from more efficient landscape irrigation systems. Low water consumption vegetation is typically irrigated by drip systems, as opposed to overhead spray systems for lawn and turf areas.

Typical front yard landscaping generally ranges between 75% and 85% irrigated area. For purposes of this analysis, the low-point of 75% irrigated area has been selected with 70% being lawn area and the remaining irrigated area being lower water using plants and planters.

It is reasonable to reduce irrigated lawn areas from 70% of the typical front yard for LDR and MDR, as well as reduce the common area lawns on HDR, to 42%. This results in an increase of low water consumption vegetation from 5% to 33%. An example of the potential reductions in turf area is shown in Figure 5. The comparisons of water demands for irrigation are shown in Table 6.

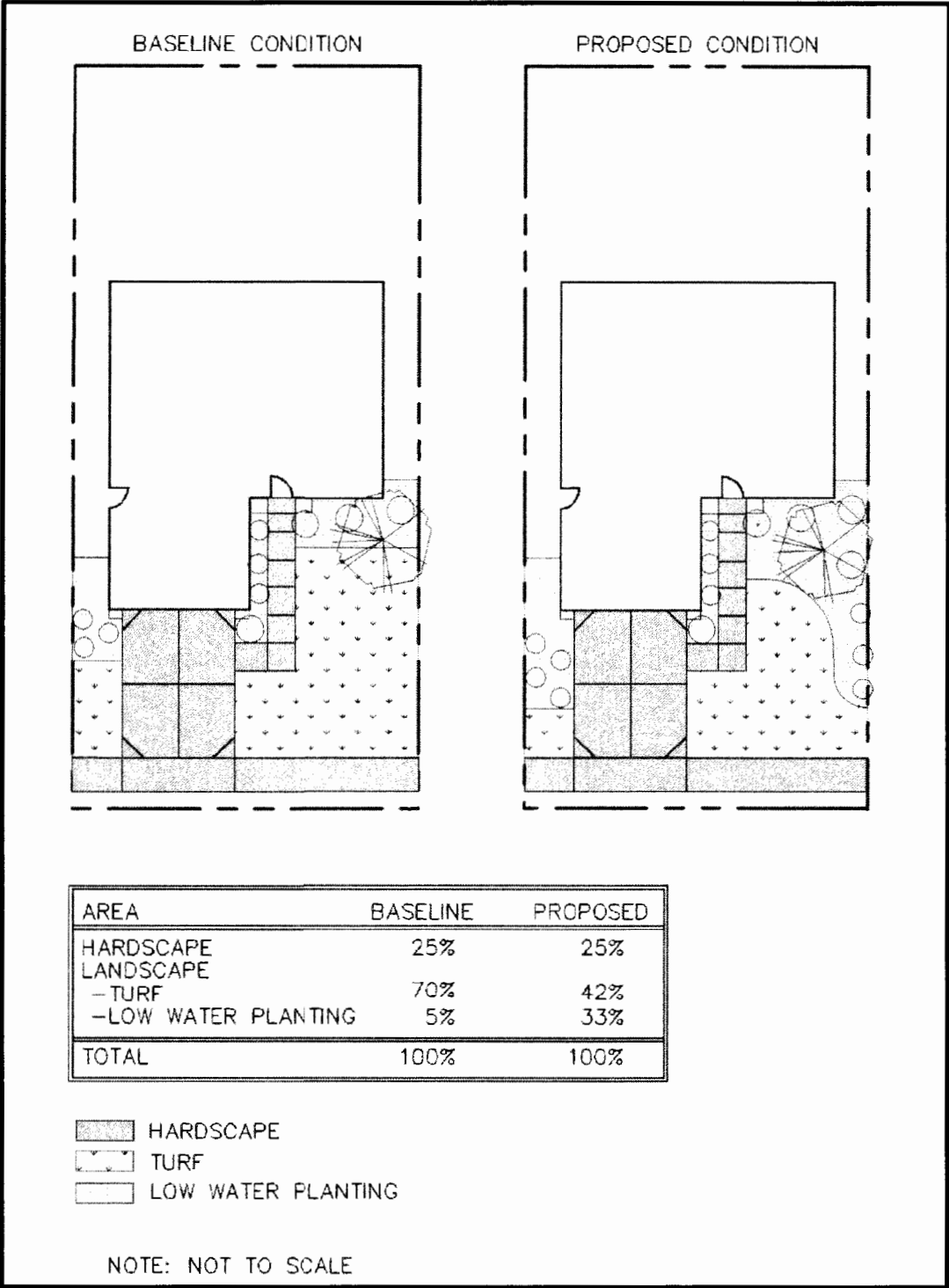


Figure 5 – Front Yard Water Conservation Comparison

Table 6
Amoruso Ranch Specific Plan
Water Conservation Plan
Reduced Landscape Turf Area

Land Use	Front Yard Irrigated Area ¹	Base Condition		Base Condition with Water Conservation	
		Turf Area	Low Water Use Area	Turf Area	Low Water Use Area ²
LDR, MDR and HDR ³	75%	70%	5%	42%	33%

Table 7 is a comparison of the water use efficiencies that result from reduction in front yard turf areas. Since assumptions are based on similar reductions in turf areas for LDR, MDR and HDR product types, the water demands have been combined for presentation.

Table 7
Amoruso Ranch Specific Plan
Water Conservation Plan
Front Yard Irrigated Area Water Efficiencies

Land Use	Annual Demand Front Yard (AFY) ⁴	New Front Yard Demand (AFY)	Annual Demand Savings (AFY)	Annual Demand Savings (%)	Water System Savings
Residential Properties LDR and MDR	191.82	139.24	52.58	27.4%	Potable
HDR	37.42	27.16	10.26	27.4%	Recycled
Total	229.24	166.40	62.84	27.4%	

As an example of how these values were calculated, the calculation for the annual front yard turf demand and the reduced annual front yard demand is presented below.

For the annual front yard turf demand, as calculated for low and medium density residential land uses, 75% of the front yard is landscaped with 70% turf and 5% low water use plantings. Since low water use plantings use 30% of the water required for turf, this 5%

¹ As a percentage of the front yard.

² Includes 5% existing low water use plantings plus 28% new low water use plantings.

³ Represents the percentage of the entire exterior area for HDR.

⁴ Front yard demand from Table 5. HDR is total since there is not a distinction between front and back yards.

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area is equal to 1.5% turf area water demand. This results in the following annual front yard demands:

Turf (LDR & MDR):

$$191.82 \text{ AFY} * \left(\frac{70\%}{71.5\%} \right) = 187.80 \text{ AFY}$$

Low Water Use (LDR & MDR):

$$191.82 \text{ AFY} * \left(\frac{1.5\%}{71.5\%} \right) = 4.02 \text{ AFY}$$

For the reduced annual front yard demand, as calculated for low and medium density residential uses, reducing the base turf area in the front yards from 70% to 42% and replacing that (equivalent to 28%) with low water use plantings resulted in the following annual demands:

Reduced Demand Equation (LDR & MDR):

$$187.80 \text{ AFY} * \left(\frac{42\%}{70\%} + \frac{28\% * 30\%}{70\%} \right) + 4.02 \text{ AFY} = 139.24 \text{ AFY}$$

The same equations were generated for the HDR parcels as follows:

Turf (HDR):

$$37.42 \text{ AFY} * \left(\frac{70\%}{71.5\%} \right) = 36.63 \text{ AFY}$$

Low Water Use (HDR):

$$37.42 \text{ AFY} * \left(\frac{1.5\%}{71.5\%} \right) = 0.79 \text{ AFY}$$

Reduced Demand Equation (HDR):

$$36.63 \text{ AFY} * \left(\frac{42\%}{70\%} + \frac{28\% * 30\%}{70\%} \right) + 0.79 \text{ AFY} = 27.16 \text{ AFY}$$

REDUCTION OF PARK AND RECREATION AND COMMON AREA TURF (NON-RESIDENTIAL)

In addition to the turf areas for residential properties there are additional and significant turf areas throughout a typical development. These areas include the parks, irrigated paseos, commercial centers and school play fields. The estimated turf irrigation demand at each of these uses is as follows:

- It is estimated that parks utilize approximately 98% of their water demand for irrigation and 80% of their irrigated area for turf. This area is assumed to be reduced to 60% with the conversion of turf area (20%) to low water consumption vegetation or other uses.
- For the Roseville area, low water plantings were assumed to use 30% of the water used on turf (a 70% water savings).
- Low water use areas will utilize low volume irrigation systems like a drip or spray system (such as Netafim) designed to achieve a uniformity of 90% rather than an overhead spray irrigation system.
- Paseos are estimated to utilize 100% of their water demand for landscape irrigation. 80% of the paseo area is irrigated turf area. This area is assumed to be reduced to 60% with the conversion of turf area (20%) to low water consumption vegetation or other uses.

Based on these assumptions the water use efficiencies for the parks and paseos have been calculated and are presented in Table 8.

Table 8
Amoruso Ranch Specific Plan
Water Conservation Plan
Non-Residential Irrigated Area Water Efficiencies

Land Use	Annual Water Demand (AFY) ¹	Annual Irrigation Demand (AFY)	Base Turf Area	New Turf Area	Low Water Use Area	New Irrigation Demand (AFY)	Annual Demand Savings (AFY)	Annual Demand Savings (%)	Water System Savings
Park	4.3	4.21	80%	60%	20%	3.48	0.73	17.3%	Potable
Parks	69.8	68.40	80%	60%	20%	56.43	11.97	17.5%	Recycled
Paseos	4.8	4.80	80%	60%	20%	3.96	0.84	17.5%	Potable
Paseos	31.0	31.00	80%	60%	20%	25.58	5.42	17.5%	Recycled
Total	109.9	108.41				89.45	18.96	17.5%	

The new irrigation demand for the Parks is calculated as follows:

$$\frac{68.40 \text{ AFY} * 60\%}{80\%} = 51.30 \text{ AFY}$$

Demand remaining after turf reduction:

$$68.40 \text{ AFY} - 51.30 \text{ AFY} = 17.10 \text{ AFY}$$

Low water plants use 30% of turf demand:

$$17.10 \text{ AFY} * 30\% = 5.13 \text{ AFY}$$

New irrigation demand:

$$51.30 \text{ AFY} + 5.13 \text{ AFY} = 56.43 \text{ AFY}$$

Similarly the new irrigation demand for the Paseos is calculated as follows:

$$\frac{31.00 \text{ AFY} * 60\%}{80\%} = 23.25 \text{ AFY}$$

¹Annual water demand derived from Table 3.

Demand remaining after turf reduction:

$$31.00 \text{ AFY} - 23.25 \text{ AFY} = 7.75 \text{ AFY}$$

Low water plants use 30% of turf demand:

$$7.75 \text{ AFY} * 30\% = 2.33 \text{ AFY}$$

New irrigation demand:

$$23.25 \text{ AFY} + 2.33 \text{ AFY} = 25.58 \text{ AFY}$$

IRRIGATION MANAGEMENT

Smart and centrally located irrigation controllers restrict irrigation to times and rates necessary to maintain landscaping. They account for changes in the demand for water, which varies with weather patterns, seasonal influences and soil moisture content. In the ARSP, smart irrigation controllers, as defined in WELO, will be required for residential, commercial, and quasi-public parcels subject to turf reduction measures, and centrally controlled irrigation controllers for larger commercial and publicly maintained parcels.

As referenced in previous studies for the City of Roseville, a number of studies have been completed specifically on the conversion to smart irrigation controllers and the resultant water savings. Those studies suggest that water use reductions can be expected between 7% and 41%. This is a wide range of variability. Since ARSP is an entirely new development all significant irrigation applications will employ the use of smart irrigation controllers (per WELO). Therefore, a water use reduction value of 20% has been estimated for purposes of this analysis, consistent with previous analyses completed for similar developments within the City of Roseville. The sample calculation is presented below and the values are summarized in Table 9.

Smart Irrigation Equation:

$$139.24 \text{ AFY} * (80\%) = 111.39 \text{ AFY}$$

Table 9
Amoruso Ranch Specific Plan
Water Conservation Plan
Smart Irrigation Controller Water Efficiencies

Land Use	Annual Irrigation Demand (AFY)	New Irrigation Demand w/Controller (AFY)	Annual Demand Savings (AFY)	Annual Demand Savings (%)	Water System Savings
Residential Properties (Front) ¹	139.24	111.39	27.85	20%	Potable
Residential Properties (Back) ²	287.73	230.18	57.55	20%	Potable
Residential Properties (HDR) ³	27.16	21.73	5.43	20%	Recycled
Parks ⁴	3.48	2.78	0.70	20%	Potable
Parks ⁵	56.43	45.14	11.29	20%	Recycled
Paseos ⁶	3.96	3.17	0.79	20%	Potable
Paseos ⁷	25.58	20.46	5.12	20%	Recycled
Total	543.58	434.85	108.73	20%	

WATER CONSERVATION METHODS

There are many water conservation measures that can be implemented throughout the ARSP project. The reality is that a majority of the typical water conservation measures are already required or anticipated to be included in any new projects. These include low flow toilets, low flow shower heads, faucet aerators, etc.

One additional water conservation measure that will be considered for the ARSP project is the inclusion of recirculating hot water systems. Recirculating hot water systems feature a pump on a residential hot water line system which reduces the time necessary to receive hot water at any hot water faucet throughout the home. They provide hot water at the tap

¹ Annual irrigation demand derived from Table 7.

² Annual irrigation demand derived from Table 5.

³ Annual irrigation demand derived from Table 7.

⁴ Annual irrigation demand derived from Table 8.

⁵ Annual irrigation demand derived from Table 8.

⁶ Annual irrigation demand derived from Table 8.

⁷ Annual irrigation demand derived from Table 8.

immediately upon engaging the hot water faucet, eliminating the waste of water as you wait for the water to transition from the cold water in the pipes to hot water. This type of system can be included on all residential units to generate additional water conservation. The amount of water savings with these systems varies based on the number of times hot water is utilized throughout the day. A typical conservative estimate indicates a water savings of approximately 1.25 gallons per use is saved by having “instant” hot water from the recirculation system. We have estimated that on average this would occur six times per day per residential unit, consistent with previous studies for the City of Roseville.

Re-Circulating Hot Water Equation:

$$2,827 \text{ DU} * 7.5 \frac{\text{gal}}{\text{day}} * \frac{\text{AF}}{325851 \text{ gal}} * 365 \text{ day/yr} = 23.75 \text{ AFY}$$

The estimated savings based on the installation of recirculating hot water systems is shown in Table 10.

Table 10
Amoruso Ranch Specific Plan
Water Conservation Plan
Recirculating Hot Water System Water Efficiencies

Land Use	Dwelling Unit Count	Savings per Dwelling Unit (Gal)	Annual Demand Savings (AFY)	Annual Demand Savings (%)	Water System Savings
Residential Units	2,827	7.5	23.75	1.6%	Potable

SUMMARY

A series of water conservation methods have been proposed for implementation as part of the ARSP project. These methods are readily implemented and are consistent with the goals and objectives of the Amoruso Ranch Specific Plan and the City of Roseville.

Table 11 provides a summary of the water conservation measures and their estimated savings in water use. As shown on Table 11, with implementation of all of the measures an estimated conservation of 14.5% of the projected water use would be realized within the ARSP Area.

Table 11
Amoruso Ranch Specific Plan
Water Conservation Plan
Summary of Water Efficiencies

Water Conservation Opportunity	Total Water Demand (AFY)	Potable Water Savings (AFY)	Recycled Water Savings (AFY)	Annual Demand Savings (AFY)	Annual Demand Savings (%)
Residential Properties Irrigation – Front ¹	1,473.7	52.58	10.26	62.84	4.3%
Non-Residential (Parks, ROW, School) ²		1.57	17.39	18.96	1.3%
Smart Irrigation Controllers ³		86.89	21.84	108.73	7.4%
Recirculating Hot Water System ⁴		23.75	0	23.75	1.6%
Total		164.79	49.49	214.28	14.5%

The actual water conservation savings will be dependent on a number of factors including the participation and adherence by the actual homeowners. Constructing the residential units with a number of these measures already integrated (such as the hot water recirculation systems) will be beneficial to achieving the objective.

For the single family residential land uses there is anticipated to be ongoing outreach by the City to remind and reinforce the need for water conservation. This can include attachments to the water bill, water audits that can be made available to homeowners, the promotion of the City's water conservation website, and the availability of City water conservation staff to respond to specific questions. In addition, outreach can include educating homeowners on how to use and set up smart irrigation controllers along with including the installation and integration into their backyard irrigation system.

Guidance and education for the homeowners with regards to the landscaping of front and backyards will also be part of the overall plan including education in conformance with WELO.

¹ Annual demand savings derived from Table 7.

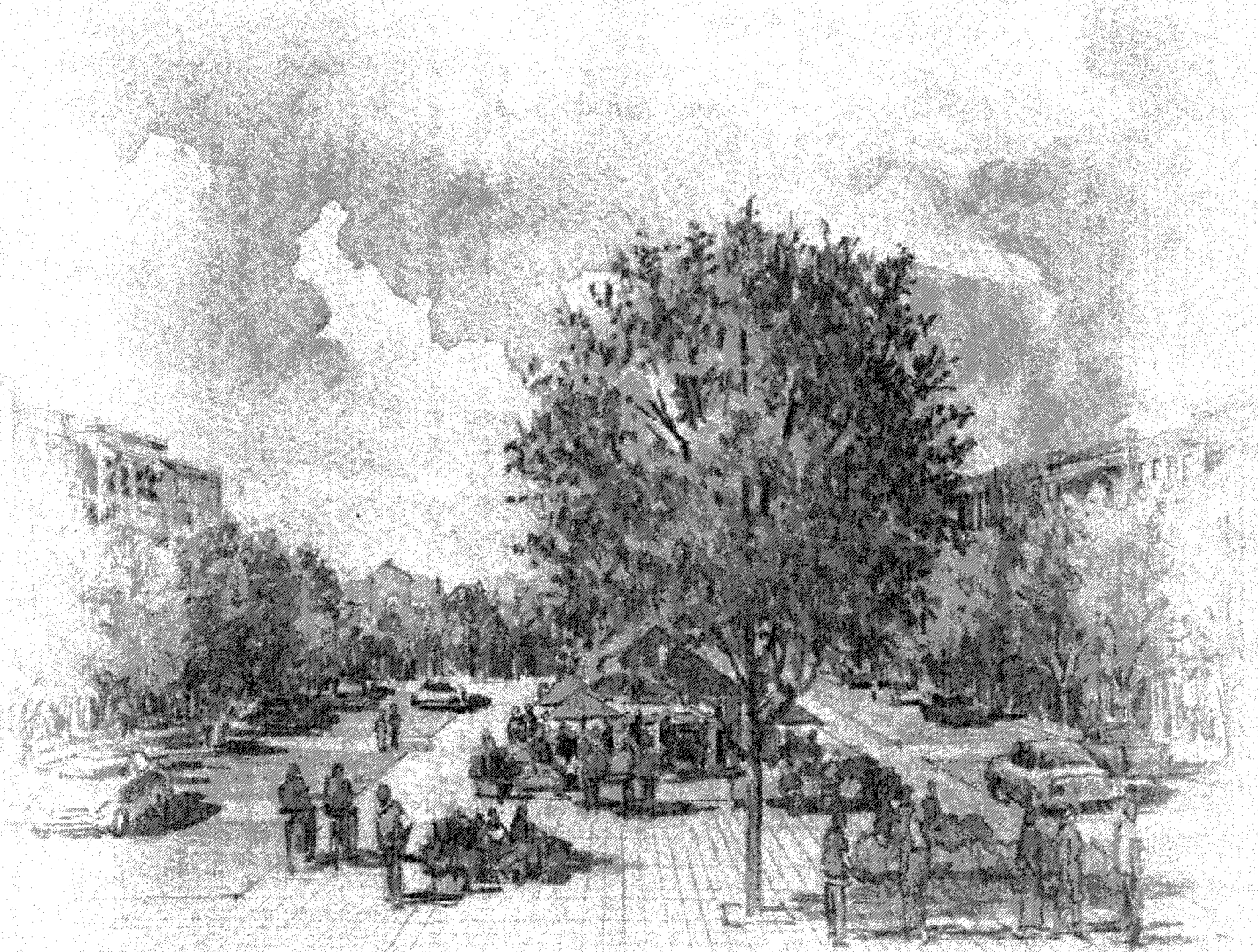
² Annual demand savings derived from Table 8.

³ Annual demand savings derived from Table 9.

⁴ Annual demand savings derived from Table 10.

References

WMH. 2006. *TM 1 - Unit Water Demand Factor Verification and Water Demand Evaluation and Update*. September.



Kimley»Horn

555 Capitol Mall, Suite 300
Sacramento, CA 95814
Phone: 916.858.5800

www.kimley-horn.com

Exhibit N Water Facilities

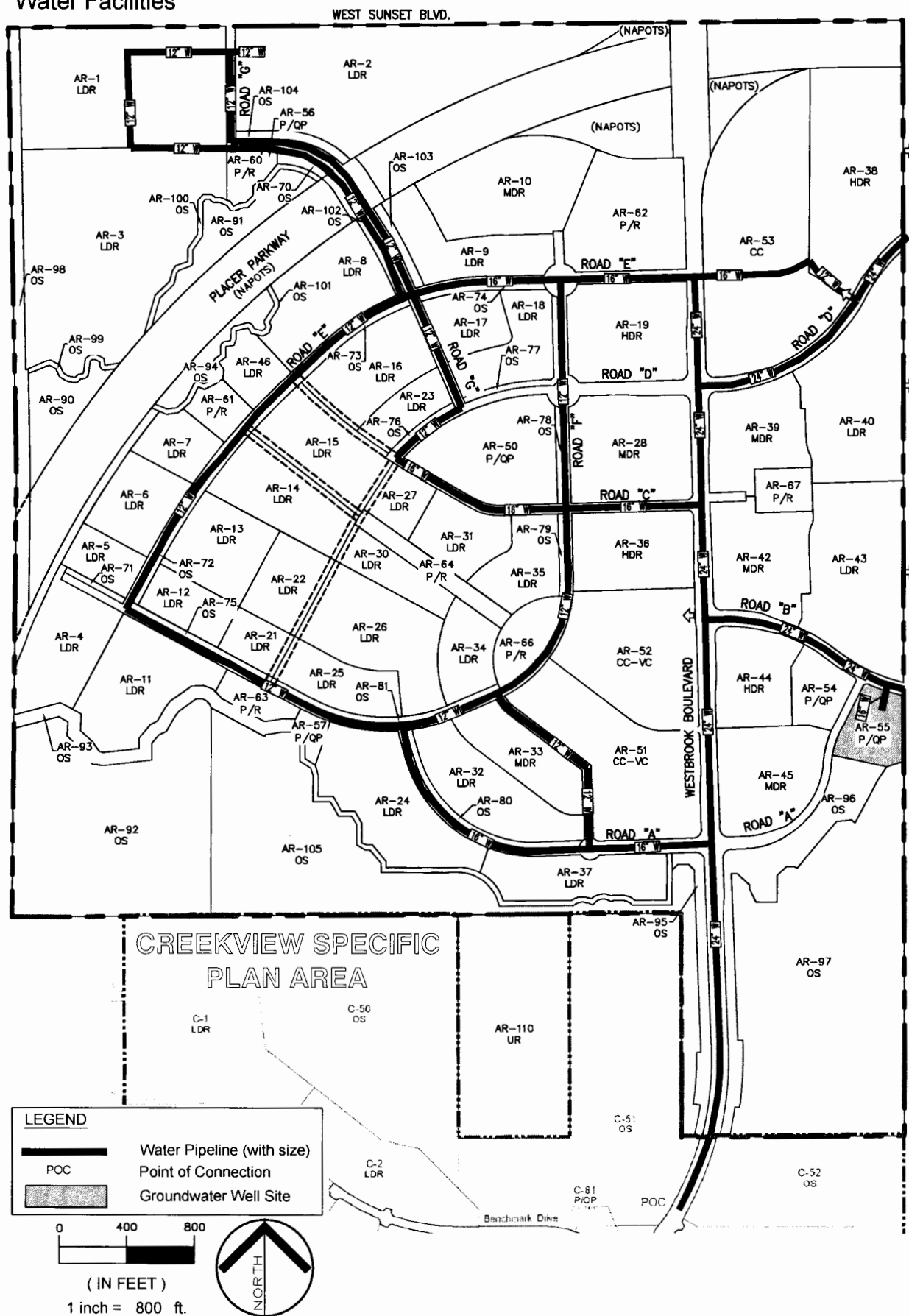


Exhibit O-1 Water Facilities For Reimbursement

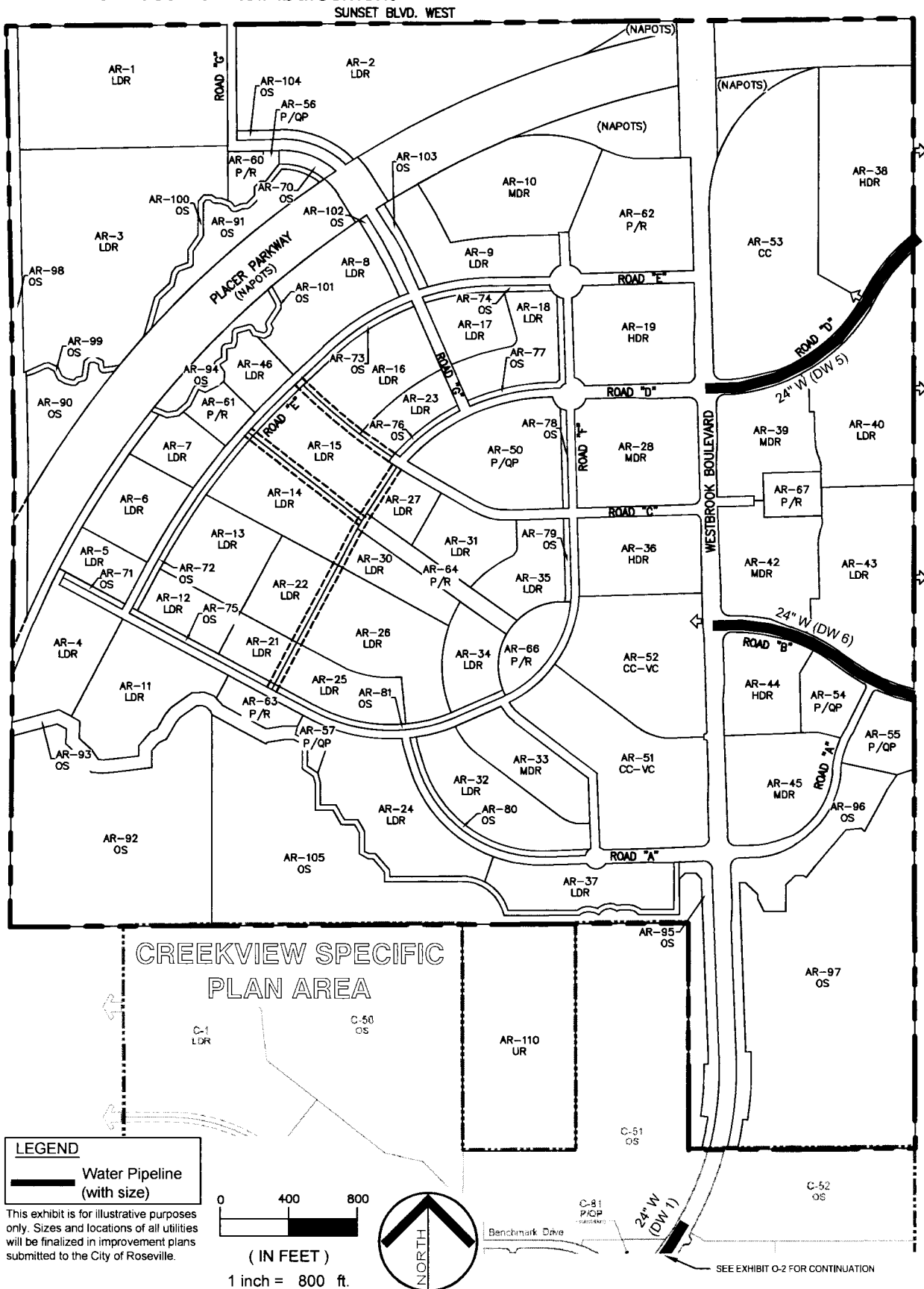
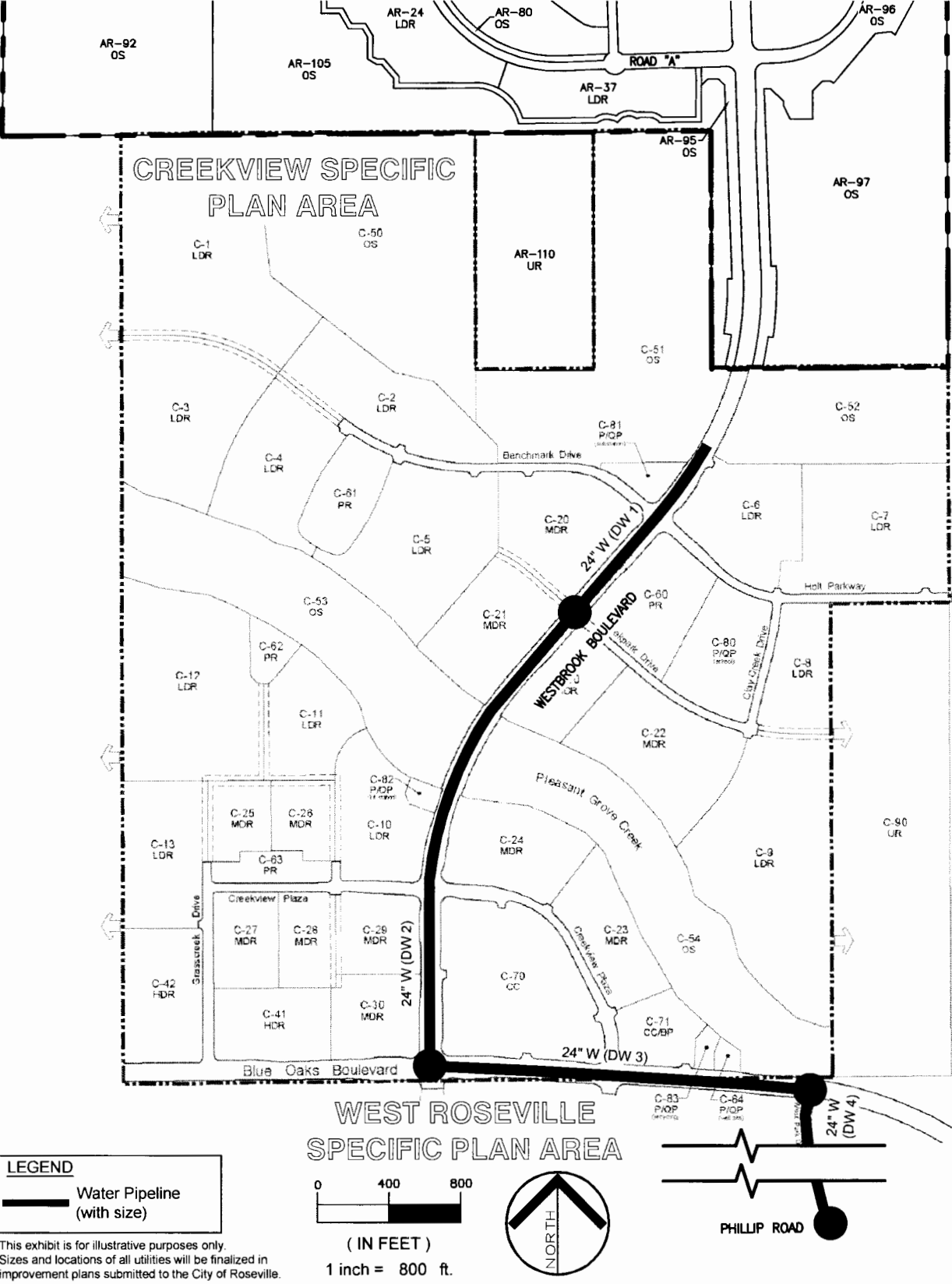


Exhibit O-2
 Offsite Water Facilities For Reimbursement



**EXHIBIT O-3
WATER REIMBURSEMENT SCHEDULE**

WATER REIMBURSEMENTS									
Reimbursements From ARSP									
No	Water Segment	Size	Approx. Length	Average Day Demand ARSP Flow (gpm)	Average Day Demand Total Flow (gpm) ⁴	Reimbursable Party	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed
1	DW1	24"	1,210'	932	1,603	CSP	\$ 318,240	58.14%	\$185,028
2	DW2	24"	2,790'	932	1,675	CSP	\$ 815,040	55.64%	\$453,503
3	DW3	24"	2,390'	1,328	3,039	CSP	\$ 630,000	43.70%	\$275,301
4	DW4	24"	Per CSP DA ⁷	78	180	CSP	\$ 389,000	43.33%	\$168,567
Reimbursements to ARSP									
No	Water Segment	Size	Approx. Length	Average Day Demand ARSP Flow (gpm)	Average Day Demand Capacity Total Flow (gpm) ⁵	Reimbursable From	Overall Reimbursement Cost	% Reimbursement ⁶	Reimbursement Owed to ARSP
1	DW5	24"	1,610'	106	TBD	Other 3rd Party	\$ 192,480	TBD	TBD
2	DW6	24"	1,280'	37	TBD	Other 3rd Party	\$ 160,250	TBD	TBD

1. Improvements are subject to annual adjustments for CCI.

2. Reimbursement estimate is based on the Creekview Specific Plan Development Agreement.

3. No water conservation measures were factored into the analysis.

4. Total flow includes Creekview SP and may include other third parties. See Creekview DA Exhibit U and Exhibit V.

5. Based on the ability to provide water to the potential future Placer Ranch with the 24" water line. Flows to be determined at time of development application for future Placer Ranch.

6. % Reimbursement to be determined at time of development processing for Placer Ranch.

7. Flowrates from Table 5 CSP Exhibit V - Scenario 2.

Exhibit P Recycled Water Facilities

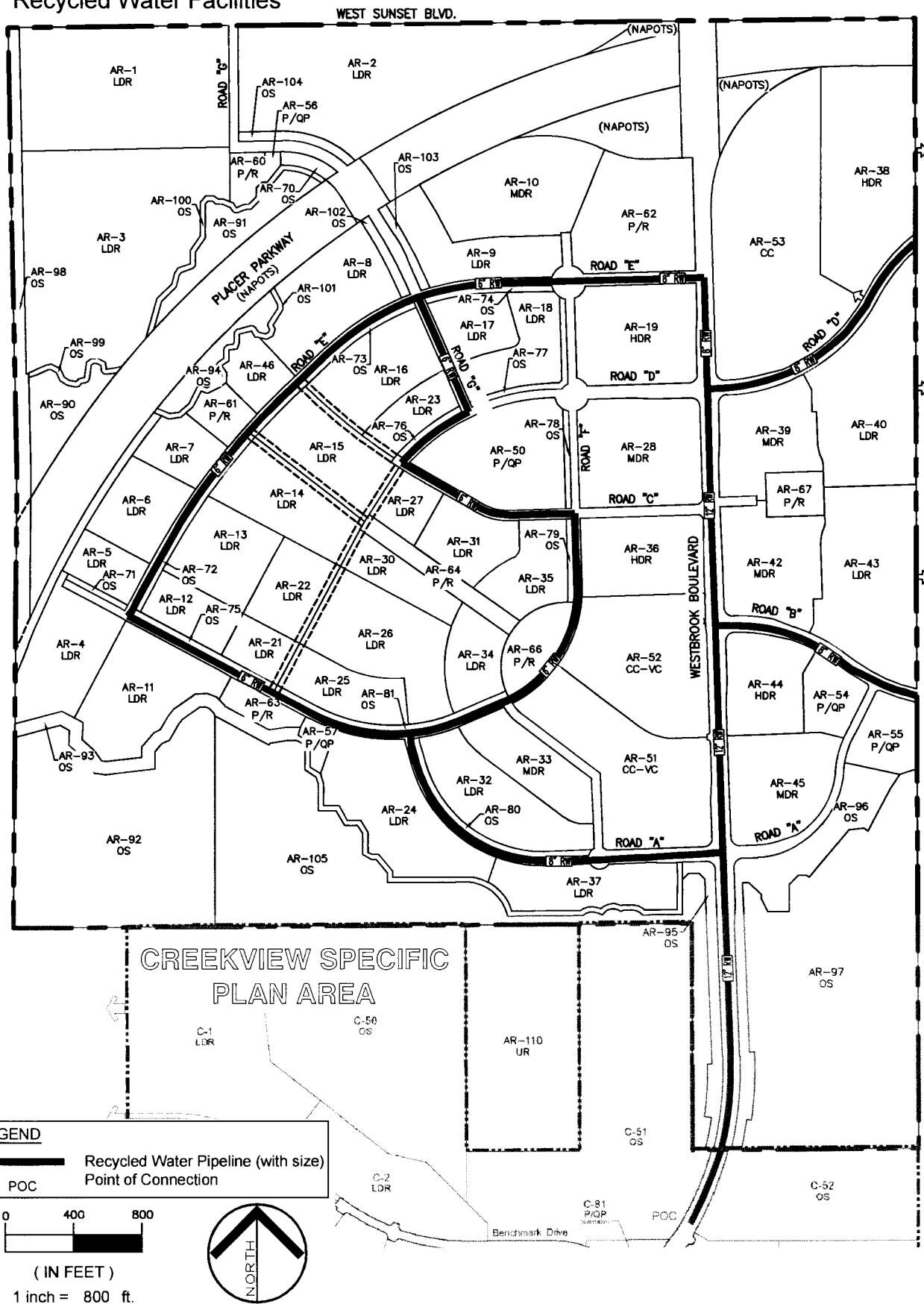


Exhibit Q-1 Offsite Recycled Water Facilities For Reimbursement

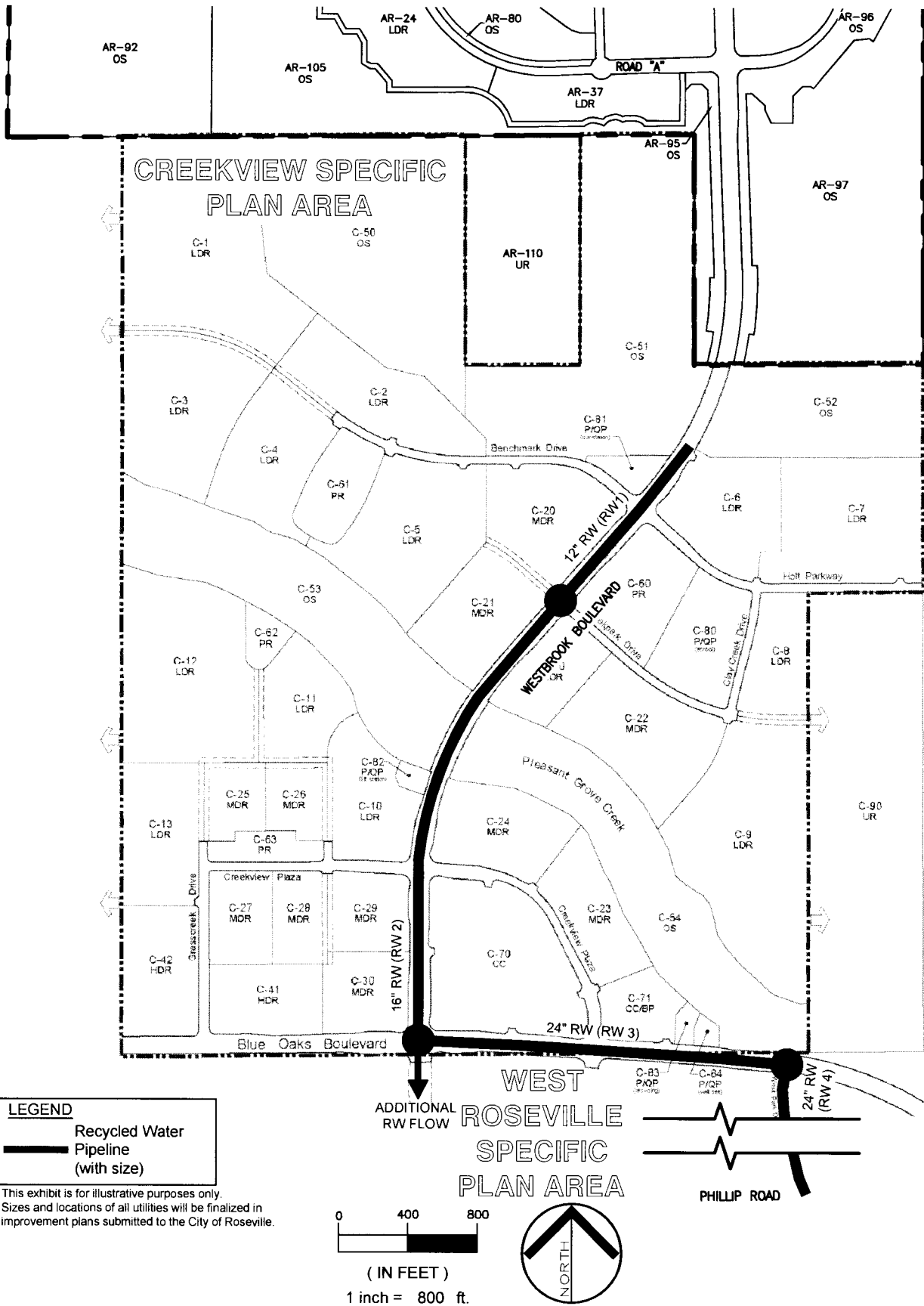


EXHIBIT Q-2
OFFSITE RECYCLED WATER REIMBURSEMENT SCHEDULE

RECYCLED WATER REIMBURSEMENTS									
Reimbursements From ARSP									
No	Recycled Water Segment	Size	Approx. Length	Peak Day Demand ARSP Flow (gpm)	Peak Day Demand Total Flow (gpm) ⁴	Reimbursable Party	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed
1	RW1	12"	1,210'	1,726	2,995	CSP	\$ 121,608	57.63%	\$70,082
2	RW2	16"	2,820'	1,726	3,101	CSP	\$ 477,648	55.66%	\$265,856
3	RW3	24"	2,400'	1,726	13,061	CSP	\$ 510,000	13.21%	\$67,396
4	RW4	24"	2,235'	1,726	13,061	CSP/WRSP	\$ 475,000	13.21%	\$62,771

Note:

1. Improvements are subject to annual adjustments for CCI.
2. Reimbursement estimate is based on the Creekview Specific Plan Development Agreement.
3. No recycled water conservation measures were factored into the analysis.
4. Total flow includes Creekview SP and may include other third parties. See Creekview DA Exhibit X and Exhibit Y. Utilized Scenario 2 (CSP Exhibit Y), updated for projected ARSP demands.

Exhibit R Drainage Facilities

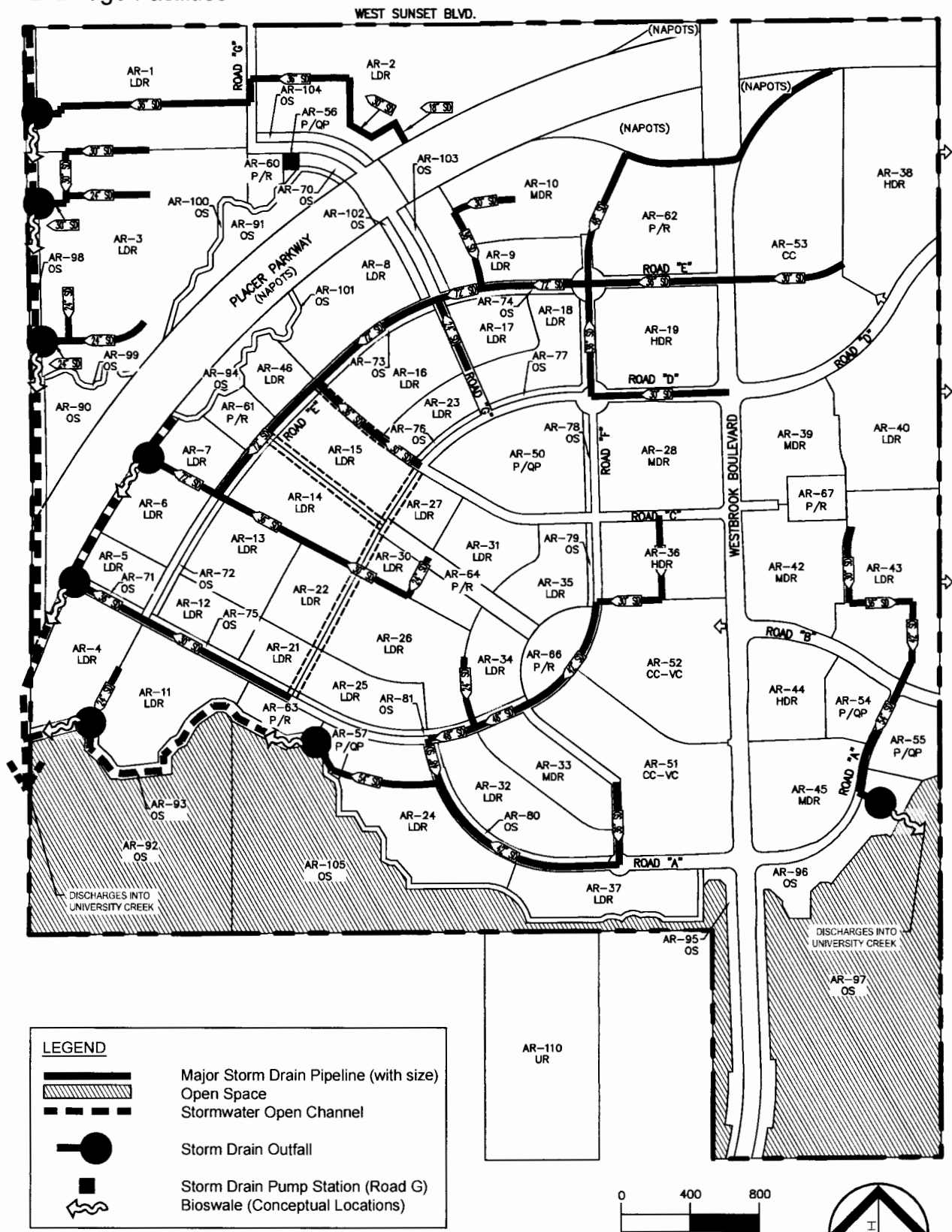


Exhibit S Post Development 100 Year Floodplain

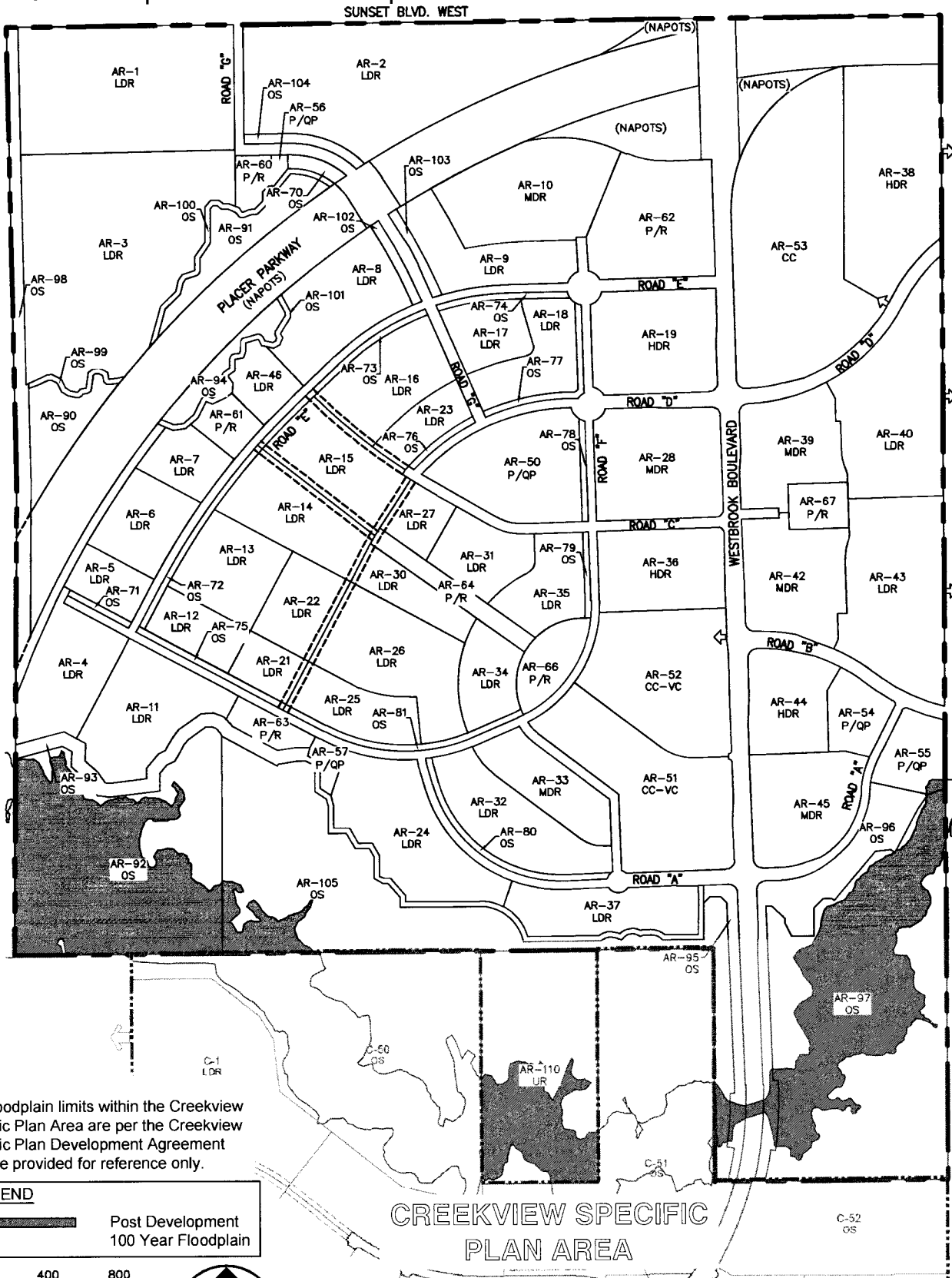


Exhibit T

Fiber Optic Improvements

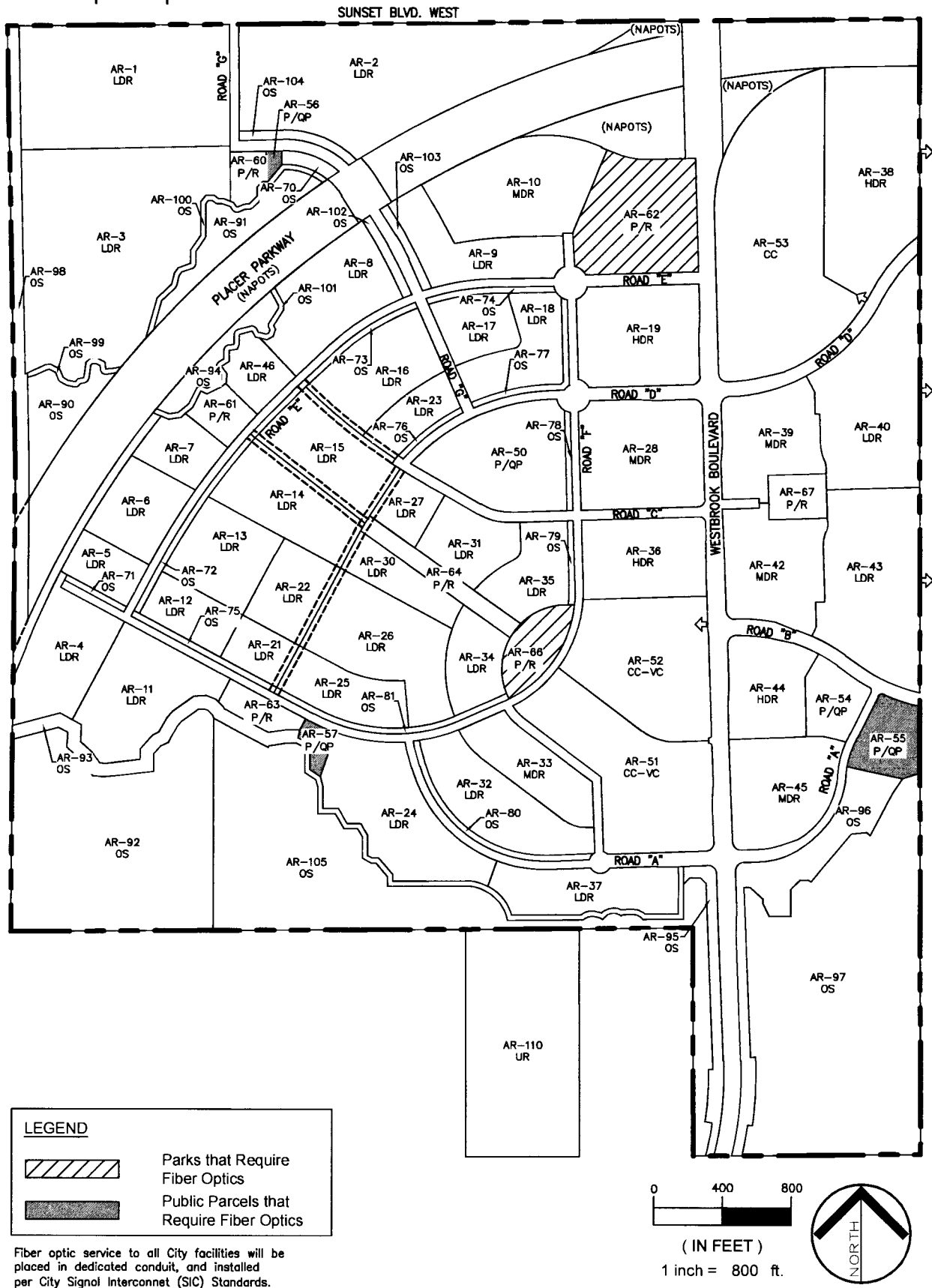


Exhibit U
60kV Easement Areas

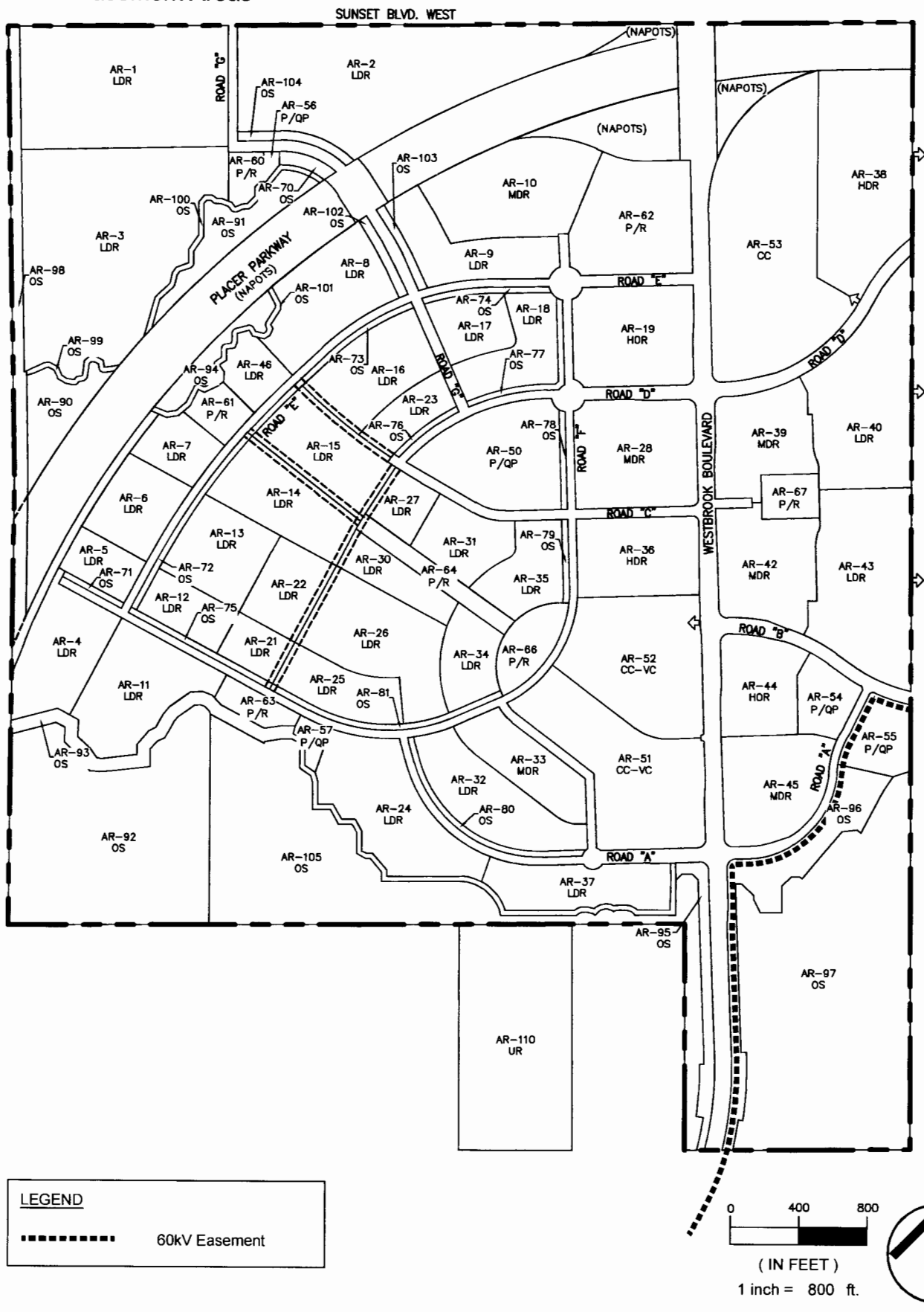


Exhibit V Parks and Open Space

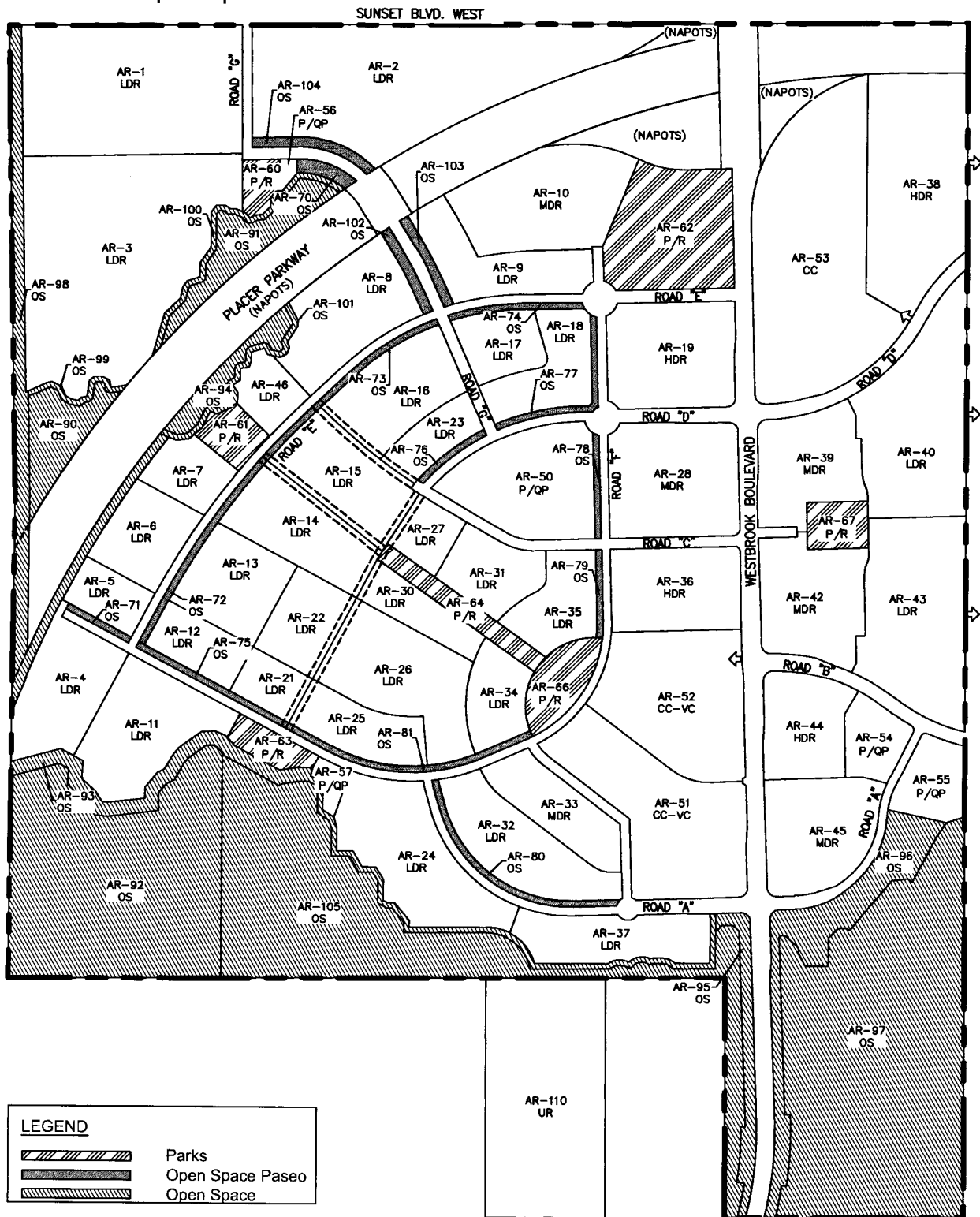


Exhibit W
Parks Financing Plan

Amoruso Ranch
Parks Financing Plan
May 5, 2016

Prepared for:
Brookfield Residential

Prepared By:



4380 AUBURN BOULEVARD
SACRAMENTO, CALIFORNIA 95841

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I. Introduction

Purpose of Report

This Parks Financing Plan was prepared for the Amoruso Ranch Specific Plan (“Project”) by Development Planning and Financing Group, Inc. (“DPFG”) as a strategy to fund and maintain the parks, bike trails, and paseos that are proposed in the Project. This document is an expansion of the Amoruso Ranch Public Facilities Financing Plan, and provides additional details regarding the costs and funding of neighborhood parks, citywide parks, bike trails, and paseos. The findings will provide a clear understanding of how the parks plan is feasible, the funding structure, and overall costs associated with the Project.

II. Amoruso Ranch Specific Plan

Parks and Open Space

The City of Roseville’s Parks and Recreation Master Plan requires a ratio of 9 acres of parkland per 1,000 residents. The 9 acres of parkland includes; 3 acres/1,000 residents for neighborhood parks, 3 acres/1,000 residents for citywide parks, and 3 acres/1,000 residents for open space.

The parks program developed for Amoruso Ranch includes 157 acres of parkland on-site, including open space. The Project meets the neighborhood park and open space dedication requirement with at least 22.14 acres of each, but does not provide a citywide park. The project will pay a Citywide Park Fee which includes funding for park improvements and land (through an in-lieu calculation). Through the Citywide Park Fee, Amoruso Ranch will contribute its fair share to the creation of other planned facilities in the City. **Table 1** shows the required park acreage under the City’s current Master Plan and project population assumptions. The developer is responsible for the budgeted park costs and the developer or City will be responsible for the construction of all the parks.

Seven neighborhood parks have been distributed throughout the Project. **Map 1** shows the location of all the neighborhood parks in the Amoruso Ranch project.

Bike Trails and Paseos

The bike trails and paseos planned within the Project are mainly located along roadways. Bike trails take the form of Class 1, Class 1A, Class 2, and Class 3. Only the Class 1 bike trails are located away from a roadway, and this bike trail class occurs on the south western portion of the Project and along Westbrook Boulevard through the southern open space. The paseos are expanded areas in addition to the normal landscaping along roadways. **Map 1** illustrates the paseos, while **Map 2** shows the bike trails.

III. Neighborhood Park Improvements

Facility Costs

Table 2 shows the total estimated neighborhood park facility costs. The parks program costs are estimated at roughly \$7.1 million. The cost of the parks and recreation facilities include, but are not limited to, the following types of facilities:

- Landscaping
- Restrooms
- Parking
- Recreational fields
- Playgrounds
- Picnic areas

Detailed park improvements and costs are provided by The Collaborative West, and are attached as **Appendix A**.

Phasing

The development of Phase 1 would have park improvements that correspond to the amount of initial residential development. These improvements include five neighborhood parks at a size of 1.72 acres, 1.87 acres, 2.12 acres, 2.0 acres, and 3.04 acres, for a total of 10.75 acres. The estimated facilities cost for the park improvements for Phase 1 is approximately \$3.9 million.

Funding Strategy – Existing Fee Programs

The neighborhood park impact fee funds the neighborhood park improvements in Amoruso Ranch. **Table 3** creates an updated fee for the Project by allocating the total neighborhood park improvement costs on a per residential unit basis. The costs were spread to the different residential land uses based on the persons per household that vary by unit size, using the same methodology as previous specific plans. This was done to create a tiered rate so that an HDR unit is not paying the same amount as an LDR unit.

Table 4 shows the neighborhood park impact fee revenues for Phase 1 and Build out.

IV. Citywide Park Improvements

The Citywide Park Improvement Fee funds the Project's fair share of the construction costs of a citywide park and the Citywide Park Land In-Lieu Fee will provide funding for the purchase of land that was not provided on site for a citywide park.

Facility Costs

Table 5 shows the total facility improvement costs and estimated in-lieu land costs. The Project's share of the citywide facilities costs are calculated by using the current Citywide Park Fee. The base fee for citywide park development is \$2,111. A credit of \$657 has been applied making the citywide park fee for ARSP \$1,454 per unit.

Land Component

The Citywide Park land in-lieu was calculated using the acreage requirement determined in **Table 1**, multiplied by the land appraisal value of \$135,000 per acre. This is the same value used in previous specific plans. A total in-lieu estimate of \$2,988,900 was calculated for the ARSP. The land in-lieu fee per unit for citywide is \$1,058 per unit.

Summary

The total citywide park improvement fee for facility costs and land in-lieu is \$2,512 per unit.

The Citywide Park funds will be used to purchase land and/or build citywide park facilities in other locations throughout the City. Amoruso Ranch is currently not planned for citywide facilities to be built within the plan area.

Funding Strategy - Existing Fee Programs

The Citywide Park fee will fund the citywide park facilities throughout the City, and the in-lieu component will fund future land acquisitions or additional construction. **Table 6** creates the Citywide Park fee for the Amoruso Ranch project by allocating the total costs (construction and in-lieu) on a per residential unit. The costs were spread to the different residential land uses based on the persons per household that vary by unit size, using the same methodology as previous specific plans. This was done to create a tiered rate so that an HDR unit is not paying the same amount as an LDR unit.

Table 7 shows the citywide park fee revenues for Phase 1 and Build out.

V. Bike Trail Improvements

In the Amoruso Ranch project the Class 1 bike trail system is integrated with open space along the south west corner of the development and along Westbrook Boulevard in the open space on the south end of the development. **Map 2** illustrates the proposed bike trails in the project. The Class 1 bike trail system along with the other bike trails incorporated with the roadways (Class 1A, 2, and 3) are all included in the roadway backbone infrastructure costs outlined in the Amoruso Ranch Public Facilities Financing Plan. The developer will build these improvements as required, and as development progresses.

Phasing

The development of the Class 1 bike trail will occur entirely with the Phase 1 development.

Funding Strategy – Developer Built

The bike trail facilities will be built by the developer, without the formation of a fee program. These improvements will be an eligible facility to be funded and/or reimbursed by the project CFD when formed.

VI. Paseo Improvements

The paseos in Amoruso Ranch run along some segments of collector roadways. Paseos are expanded areas, in addition to landscape corridors with grass, trees, landscaping, and contain no facilities. **Map 1** illustrates the proposed layout of the paseos in the project. All of the paseo costs are included in the roadway backbone infrastructure costs outlined in the Amoruso Ranch Public Facilities Financing Plan. The developer will build these improvements as required, and as development progresses.

Phasing

The development of Phase 1 includes paseo improvements within the residential area on Road “E”, “F”, and Road “A”, while the remaining improvements will be built in Phase 2 and 3 along Roads “F”, “G”, “E”, and “D”.

Funding Strategy – Developer Built

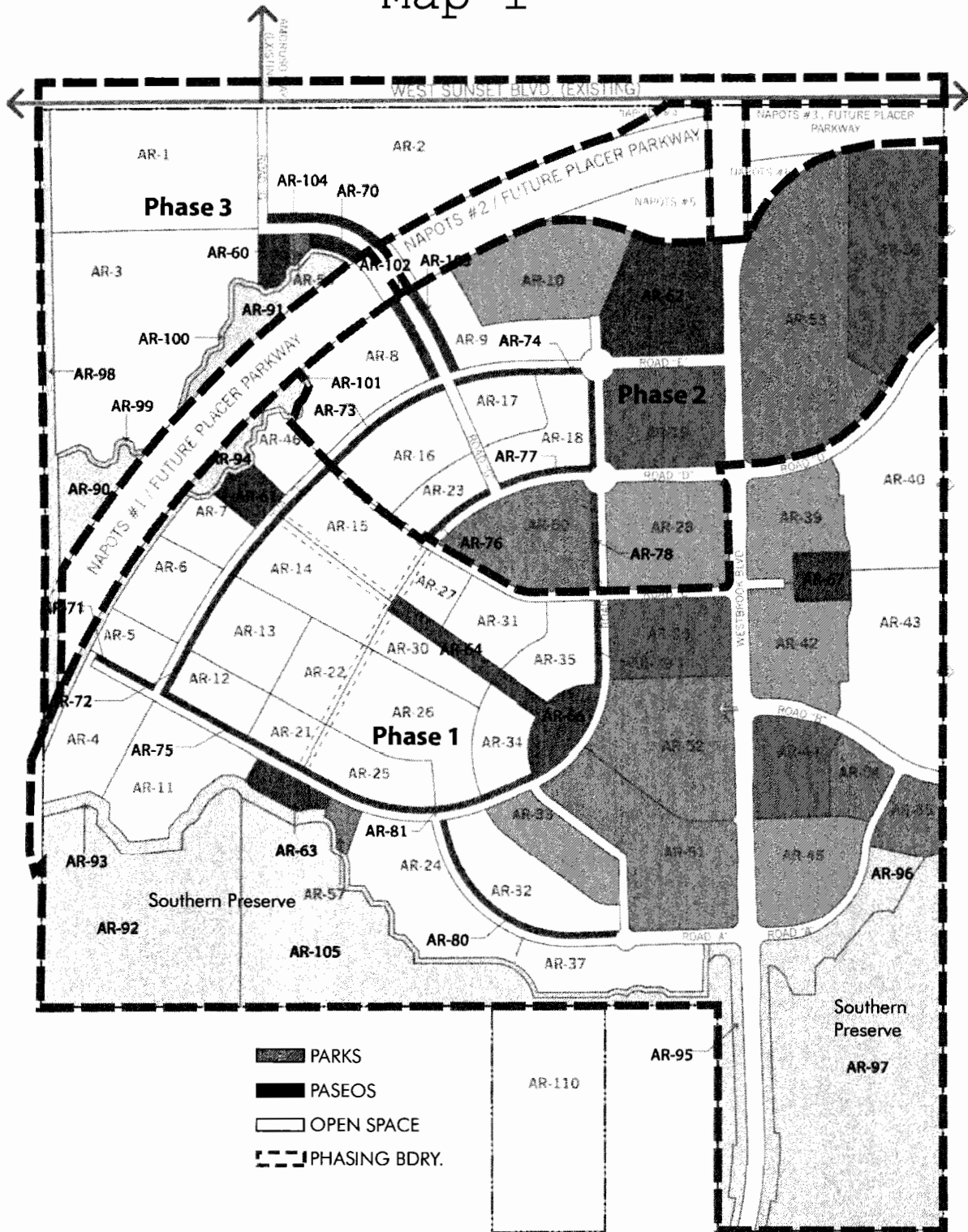
The paseo facilities will be built by the developer, without the formation of a fee program. These improvements will be an eligible facility to be funded and/or reimbursed by the project CFD when formed.

VII. Community Facilities District for Maintenance

The Developer will form a CFD for maintenance to finance the cost of operating and maintaining streets, landscaping, open space, parks, trails, paseos and storm water in the Project. A Rate and Method of Apportionment will be required in establishing a method of tax, a maximum special tax amount, and any escalation factors that will be implemented to allow the annual special tax to keep pace with inflation. **Table 8** details the quantities and cost assumptions to be used in the formation of the CFD with the exception of open space related items, while **Table 9** allocates the costs across the various product types to estimate the special tax amount. An updated Property Analysis Record (“PAR”) will be required prior to CFD formation and based on 404 permit conditions, an inventory of all environmentally sensitive/protected areas within the open space, approved improvements, any mitigation requirements, final drainage channel design, vehicular access for maintenance, ultimate width of transition area, all ARSP specific permits, and other requirements/improvements outlined in the Overarching Open Space Management Plan and consistent with state/federal permits.

The maintenance CFD does not include the 645.5 acres of off-site open space. These parcels will be either conveyed to the City, pending agreed upon parameters for acceptance or deeded to a third party entity. If the City accepts these parcels, landowner shall annex these sites into the CFD for maintenance prior to formation. A PAR analysis for the cost of service shall be prepared prior to annexation.

Map 1



AMORUSO RANCH - Phasing Plan

BROOKFIELD RESIDENTIAL, ROSEVILLE, CA

DAHLIN
group

JOB NO. 316.002
DATE 04-26-16
5865 Owens Drive
Pleasanton, CA 94588
925-251-7200



Map 2

CIRCULATION PLAN

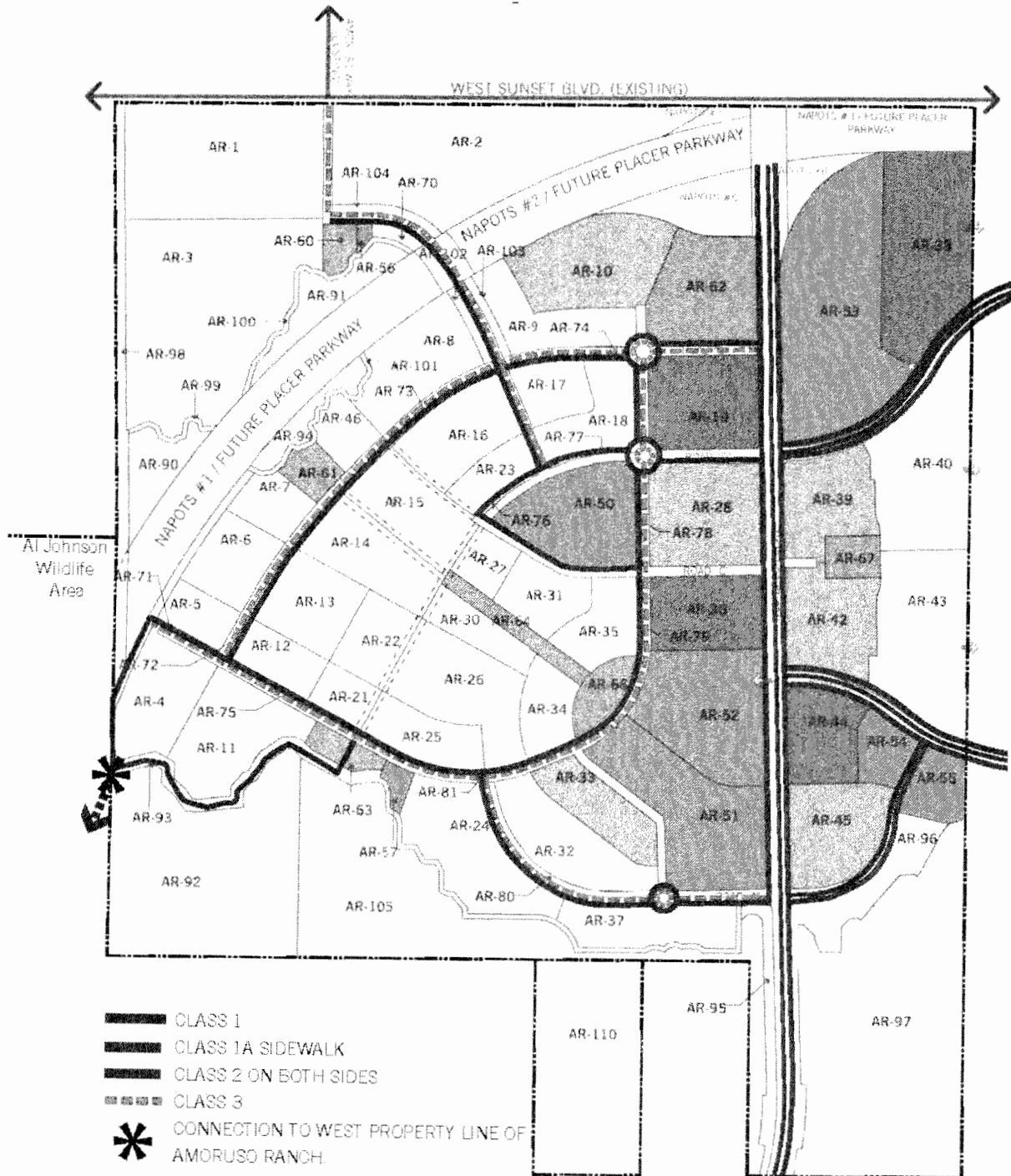


Figure 7.6 Bikeways

Table 1
Amoruso Ranch Specific Plan - Park Financing Plan
Amoruso Ranch Parks Acreage

Park Type	Assumption	Acres Required	Acres Provided	Surplus/ (Deficit)
<i>Population(2.61/pph)</i>	<i>7,376</i>			
Neighborhood Park	3 acres/1,000 pop.	22.14	22.14	0.00
Citywide Park	3 acres/1,000 pop.	22.14	0.00	-22.14
Open Space ²	3 acres/1,000 pop.	22.14	134.81	112.67
Total Park Land		66.30	156.95	

Footnotes:

¹Persons per household per Amoruso Ranch Specific Plan.

²See detailed breakdown of open space acres on Table 8. Credit provided for preserve area and avoidance area only.

Table 2
Amoruso Ranch Specific Plan - Park Financing Plan
Neighborhood Park Costs (2016\$)

Item	Phase 1		Buildout	
	Acres	Amount	Acres	Amount
Neighborhood Park				
AR-60	-	-	1.28	\$374,677.00
Contingency (15%)		-		\$56,201.55
Soft Costs (13%)		-		<u>\$56,014.21</u>
Subtotal		-		\$486,892.76
AR-61	1.87	\$411,755.50	1.87	\$411,755.50
Contingency (15%)		\$61,763.33		\$61,763.33
Soft Costs (13%)		<u>\$61,557.45</u>		<u>\$61,557.45</u>
Subtotal		\$535,076.27		\$535,076.27
AR-62	-	-	10.11	\$2,064,735.00
Contingency (15%)		-		\$309,710.25
Soft Costs (13%)		-		<u>\$308,677.88</u>
Subtotal		-		\$2,683,123.13
AR-63	1.72	\$520,878.00	1.72	\$520,878.00
Contingency (15%)		\$78,131.70		\$78,131.70
Soft Costs (13%)		<u>\$77,871.26</u>		<u>\$77,871.26</u>
Subtotal		\$676,880.96		\$676,880.96
AR-64	2.12	\$746,150.50	2.12	\$746,150.50
Contingency (15%)		\$111,922.58		\$111,922.58
Soft Costs (13%)		<u>\$111,549.50</u>		<u>\$111,549.50</u>
Subtotal		\$969,622.57		\$969,622.57
AR-66	3.04	\$893,350.00	3.04	\$893,350.00
Contingency (15%)		\$134,002.50		\$134,002.50
Soft Costs (13%)		<u>\$133,555.83</u>		<u>\$133,555.83</u>
Subtotal		\$1,160,908.33		\$1,160,908.33
AR-67	2.00	\$480,750.00	2.00	\$480,750.00
Contingency (15%)		\$72,112.50		\$72,112.50
Soft Costs (13%)		<u>\$71,872.13</u>		<u>\$71,872.13</u>
Subtotal		\$624,734.63		\$624,734.63
Total	10.75	\$3,967,222.76	22.1	\$7,137,238.65

Source: The Collaborative West Opinion of Probable Costs 3/23/2016, & Kimley-Horn.

Table 3

**Amoruso Ranch Specific Plan - Park Financing Plan
Neighborhood Park Cost Allocation**

Source	Total	Residential				Non-Residential	
		LDR	MDR	HDR	CMU	CC	CMU
Acres	388.3	248.8	50.3	38.2	5.5	23.9	21.8
Units	2,826	1,302	542	873	109	-	-
Square Feet	476,524	-	-	-	-	238,948	237,576

Neighborhood Parks

Table 2

\$7,137,239

Use Factor ¹	2.61	2.23	1.85	1.85	1.85	PPH
Total Use	3,398.22	1,208.55	1,614.71	201.61	201.61	-
Percentage of Total Use	53%	19%	25%	3%	3%	-
Cost Allocated to Use	\$3,776,051.65	\$1,342,926.51	\$1,794,237.69	\$224,022.80	\$224,022.80	-
Neighborhood Parks Allocation per Unit/Sq.Ft.	\$2,900.19	\$2,477.72	\$2,055.26	\$2,055.26	\$2,055.26	-

Footnotes:

¹The persons per household ("PPH") use factor assumed here, matches the average PPH of the City with an LDR unit. To create a tiered fee, the assumed PPH for the MDR and HDR land uses are then shown at a reduced amount. This methodology is consistent with what was done in the prior SVSP and CSP. The prior specific plans used an average PPH of 2.54, and thus land uses were assigned a PPH of 2.54 (LDR), 2.17 (MDR), and 1.8 (HDR). The updated factors assume the same percentage allocation of costs by land use as the prior specific plans, by using a PPH of 2.61 (LDR), 2.23 (MDR), and 1.85 (HDR).

Table 4
Amoruso Ranch Specific Plan - Park Financing Plan
Park Fee Revenue by Phase (Neighborhood/Community Park Component)

Item	Phase 1 Revenues			Build Out Revenues		
	Units	Rate ¹	Total ¹	Units	Rate ¹	Total ¹
Residential						
Low Density	848	\$2,900.19	\$2,459,363.90	1,302	\$2,900.19	\$3,776,051.65
Medium Density	275	\$2,477.72	\$681,374.15	542	\$2,477.72	\$1,342,926.51
High Density	372	\$2,055.26	\$764,554.89	982	\$2,055.26	\$2,018,260.49
Subtotal Residential			\$3,905,292.94			\$7,137,238.65
Nonresidential						
Community Commercial			\$0.00			\$0.00
Commercial/Mixed Use			\$0.00			\$0.00
Subtotal Nonresidential			\$0.00			\$0.00
Total Fee Program Revenue (Neighborhood Park)			\$3,905,292.94			\$7,137,238.65
Total Neighborhood Park Costs (Table 2)			\$3,967,222.76			\$7,137,238.65

Footnotes:

¹This park significantly serves Phase 2. Early in the absorption of Phase 2 (approximately 21 units), combined with funding from Phase 1, sufficient funding will be available to construct AR-61.

Table 5
Amoruso Ranch Specific Plan - Park Financing Plan
Citywide Park Construction & In-Lieu Costs

	<u>Rate</u>
Citywide Park Fee Base Rate	\$2,111
Land Fee Portion ¹	\$657
Construction Fee Portion	\$1,454
Amoruso Ranch Citywide Park Construction	
ARSP units	2,826
Construction Fee Portion per Unit	<u>\$1,454</u>
Total Citywide Construction Amount	\$4,109,004
Amoruso Ranch In-Lieu of Park Acreage	
ARSP Citywide Acres Required (per Table 1)	22.14
Land Value per Acre ²	<u>\$135,000</u>
Total In-Lieu Amount	\$2,988,900
Total Citywide Park Funding	\$7,097,904

Footnotes:

¹This portion of the base fee is excluded to avoid double charging, as the ARSP will calculate the in-lieu portion of the fee based on \$135,000/acre.

²Per adopted in-lieu fee for both SVSP and CSP.

Table 6

**Amoruso Ranch Specific Plan - Park Financing Plan
Citywide Park Cost (Construction and In-Lieu) Allocation**

Source	Total	Residential				Non-Residential	
		LDR	MDR	HDR	CMU	CC	CMU
Acres	388.3	248.8	50.3	38.2	5.5	23.9	21.8
Units	2,826	1,302	542	873	109	-	-
Square Feet	476,524	-	-	-	-	238,948	237,576
Table 5							
Citywide Parks (Construction)	\$4,109,004						
Use Factor ¹		2.61	2.23	1.85	1.85	-	-
Total Use	6,423.09	3,398.22	1,208.55	1,614.71	201.61	-	-
Percentage of Total Use	100%	53%	19%	25%	3%	-	-
Cost Allocated to Use		\$2,173,923.57	\$773,140.80	\$1,032,966.70	\$128,972.93	-	-
Citywide Parks Construction Allocation per Unit/Sq.Ft.		\$1,669.68	\$1,426.46	\$1,183.24	\$1,183.24	-	-
Table 5							
Citywide Parks (In-Lieu)	\$2,988,900						
Use Factor ¹		2.61	2.23	1.85	1.85	-	-
Total Use	6,423.09	3,398.22	1,208.55	1,614.71	201.61	-	-
Percentage of Total Use	100%	53%	19%	25%	3%	-	-
Cost Allocated to Use		\$1,581,317.56	\$562,384.59	\$751,382.61	\$93,815.24	-	-
Citywide Parks In-Lieu Allocation per Unit/Sq.Ft.		\$1,214.53	\$1,037.61	\$860.69	\$860.69	-	-
Total Citywide Park	\$7,097,904	\$2,884.21	\$2,464.07	\$2,043.93	\$2,043.93		

Footnotes:

¹The persons per household ("PPH") use factor assumed here, matches the average PPH of the City with an LDR unit. To create a tiered fee, the assumed PPH for the MDR and HDR land uses are then shown at a reduced amount. This methodology is consistent with what was done in the prior SVSP and CSP. The prior specific plans used an average PPH of 2.54, and thus land uses were assigned a PPH of 2.54 (LDR), 2.17 (MDR), and 1.8 (HDR). The updated factors assume the same percentage allocation of costs by land use as the prior specific plans, by using a PPH of 2.61 (LDR), 2.23 (MDR), and 1.85 (HDR).

Table 7
Amoruso Ranch Specific Plan - Park Financing Plan
Park Fee Revenue by Phase (Citywide Park Component)

Item	Phase 1 Revenues			Build Out Revenues		
	Units	Rate ¹	Total ¹	Units	Rate ¹	Total ¹
Residential						
Low Density	848	\$2,884.21	\$2,445,809.89	1,302	\$2,884.21	\$3,755,241.13
Medium Density	275	\$2,464.07	\$677,618.97	542	\$2,464.07	\$1,335,525.39
High Density	372	\$2,043.93	\$760,341.29	982	\$2,043.93	\$2,007,137.48
Subtotal Residential			\$3,883,770.15			\$7,097,904.00
Nonresidential						
Community Commercial			\$0.00			\$0.00
Commercial/Mixed Use			\$0.00			\$0.00
Subtotal Nonresidential			\$0.00			\$0.00
Total Fee Program Revenue (Citywide Park)			\$3,883,770.15			\$7,097,904.00
Total Citywide Cost			N/A			N/A

Footnotes:

¹Per unit rates have been rounded to the nearest dollar. Totals for each land use may seem incorrect, but total fee program revenue matches cost estimates.

Table 8
Amoruso Ranch Specific Plan - Park Financing Plan
Ongoing Maintenance and Landscape Costs

	Quantity	Cost per Unit ¹	Total Annual Cost
<u>Residential/Nonresidential Cost Allocation</u>			
Landscape Corridor/Median	17.0 acres	\$10,325.00	\$175,879.34
Paseos	10.7 acres	\$10,325.00	\$110,580.75
Bike Trail Maintenance	4,412 linear feet	\$1.06	\$4,676.72
Leaf Pick-Up ²	8.4 miles	\$61.31	\$512.87
Streetsweeping	25.1 miles	\$28.62	\$718.23
Open Space			
NAPOTS ³	49.2 acres	TBD	-
Preserve ³	97.6 acres	TBD	-
Avoidance ³	10.3 acres	TBD	-
Transition/Channel ³	27.0 acres	TBD	-
Subtotal Open Space (Placeholder) ³	184.0 acres	\$575.00	\$105,782.75
Subtotal Costs			\$398,150.65
Repair/Replacement (sinking fund) (5%)			\$19,907.53
City Administration			
Finance Department (3%)			\$12,541.75
Parks Department (10%)			\$41,805.82
Subtotal City Administration			\$54,347.56
County Administration (1%)			\$4,724.06
Total Costs (Residential/Nonresidential Shared)			\$477,129.81
<u>Residential Only Cost Allocation</u>			
Neighborhood Parks ⁴	22.1 acres	\$10,300.00	\$228,042.00
Stormwater Management	2,826 units	\$25.00	\$70,650.00
Subtotal Costs			\$298,692.00
Repair/Replacement (sinking fund) (5%)			\$14,934.60
City Administration			
Finance Department (3%)			\$9,408.80
Parks Department (10%)			\$31,362.66
Subtotal City Administration			\$40,771.46
County Administration (1%)			\$3,543.98
Total Costs (Residential Only)			\$357,942.04
Total Costs			\$835,071.85

Source: City of Roseville, ECORP, and Kimley Horn.

Footnotes:

¹Cost estimates derived from indepth analysis of City costs done for SVSP. Those costs have then been applied to all specific plans since.

²1/3 of streetsweeping miles.

³The Cost per Unit for Open Space placeholder of \$575 per year was derived by simply averaging the City's proposed annual open space cost per acre of \$1,000 and the Developer proposed annual open space cost per acre of \$150. The actual annual open space cost per acre will be determined at the time of the formation of the maintenance CFD for this project as outlined in the Development Agreement. The ultimate cost per acre could be above or below the aforementioned range, depending upon the 404 permit conditions, an inventory of all environmentally sensitive/protected areas within the open space, approved improvements, any mitigation requirements, vehicular access for maintenance, final drainage channel design, ultimate width of transition area, all ARSP specific permits, other improvements outlined in the Overarching Open Space Management Plan, state and federal permits, and established city maintenance standards.

⁴Includes developed and undeveloped.

Table 9

**Amoruso Ranch Specific Plan - Park Financing Plan
Approximate Allocation of Ongoing Operations and Maintenance Costs**

Source	Total	Residential				Non-Residential	
		LDR	MDR	HDR	CMU	CC	CMU
Acres	388.3	248.8	50.3	38.2	5.5	23.9	21.8
Units	2,826	1,302	542	873	109	-	-
Square Feet	476,524	-	-	-	-	238,948	237,576
Table 8							
Operations/Maintenance (Residential & Nonresidential)		EDU Factor per Unit				EDU Factor per SQFT	
Use Factor		1.00	1.00	0.62	0.62	1,500	1,800
Total Use	2,744.13	1,302.00	542.00	541.26	67.58	159.30	131.99
Percentage of Total Use	100%	47%	20%	20%	2%	6%	5%
Cost Allocated to Use		\$226,382.89	\$94,239.27	\$94,110.60	\$11,750.35	\$27,697.77	\$22,948.94
O/M Res. & Nonres. Allocation per Unit/Sq.Ft.		\$173.87	\$173.87	\$107.80	\$107.80	\$0.12	\$0.10
Table 8							
Operations/Maintenance (Residential Only)		EDU Factor per Unit				EDU Factor per SQFT	
Use Factor		1.00	1.00	0.62	0.62	-	-
Total Use	2,452.84	1,302.00	542.00	541.26	67.58	-	-
Percentage of Total Use	100%	53%	22%	22%	3%	-	-
Cost Allocated to Use		\$190,000.38	\$79,093.86	\$78,985.87	\$9,861.92	-	-
O/M Res. Only Allocation per Unit/Sq.Ft.		\$145.93	\$145.93	\$90.48	\$90.48	-	-
Cost Allocation Per Unit/Sq.Ft.							
	\$835,071.85	\$319.80	\$319.80	\$198.28	\$198.28	\$0.12	\$0.10

Note: Costs will require adjustment upon completion of PAR for open space. See Table 8.

Appendix A:

Amoruso Ranch Parks

Option of Costs (TheCollaborative West)



Opinion of Probable Costs

Amoruso Ranch Parks

Brookfield Homes

Prepared: CF

Date:

21-Apr-16

Revised:

TheCollaborativeWest

100 Avenida Miramar

San Clemente, CA 92672

949-366-6624

SUMMARY

1	AR-60 1.28 AC		Construction	244,860.00	
			Landscape	129,817.00	
			Construction & Landscape	374,677.00	
			Estimated Total with Contingency and Soft Cost	486,892.76	
2	AR-61 1.87 AC		Construction	214,080.00	
			Landscape	197,675.50	
			Construction & Landscape	411,755.50	
			Estimated Total with Contingency and Soft Cost	535,076.27	
3	AR-62 10.11 AC		Construction	1,243,260.00	
			Landscape	821,475.00	
			Construction & Landscape	2,064,735.00	
			Estimated Total with Contingency and Soft Cost	2,683,123.13	
4	AR-63 1.72 AC		Construction	397,265.00	
			Landscape	123,613.00	
			Construction & Landscape	520,878.00	
			Estimated Total with Contingency and Soft Cost	676,880.96	
5	AR-64 2.12 AC		Construction	538,920.00	
			Landscape	207,230.50	
			Construction & Landscape	746,150.50	
			Estimated Total with Contingency and Soft Cost	969,622.57	
6	AR-66 3.04 AC		Construction	664,950.00	
			Landscape	228,400.00	
			Construction & Landscape	893,350.00	
			Estimated Total with Contingency and Soft Cost	1,160,908.33	
7	AR-67 2.0 AC		Construction	303,200.00	
			Landscape	177,550.00	
			Construction & Landscape	480,750.00	
			Estimated Total with Contingency and Soft Cost	624,734.63	
				Grand Total	\$7,137,238.65
				Cost Per Acre	\$322,368.50
				Cost Per Square Foot	\$7.40

AR-60 (1.28 AC)

Item/Description	Qty.	Unit	Unit Price	Total
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Construction*Hardscape*

5' Walkways at Park (concrete)	6,945	sf	8.00	55,560.00
Half-court Basketball	1	ea	35,000.00	35,000.00

Masonry

Entry Sign Wall	1	allow	8,000.00	8,000.00
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Park Site Features

Playground Structures	1	allow	80,000.00	80,000.00
Shade Structure	1	ea	30,000.00	30,000.00
Trash Receptacles	2	ea	800.00	1,600.00
Bench	10	ea	1,000.00	10,000.00
Picnic Tables	1	ea	2,200.00	2,200.00
Drinking Fountain	1	ea	5,000.00	5,000.00

Lighting

Security Lighting	4	ea	3,000.00	12,000.00
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Utilities

Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00

Construction Total \$244,860.00

Landscape

Shrubs	21,411	sf	1.00	21,410.80
Turf (seed)	27,400	sf	0.35	9,590.00
Automatic Irrigation	48,811	sf	1.50	73,216.20
General Site Drainage (HDPE Pipe w/ inlets)	1.28	ac	20,000.00	25,600.00

Landscape Total \$129,817.00

Construction & Landscape Total \$374,677.00

15% Contingency \$56,201.55

13% Soft Costs \$56,014.21

Estimated Total \$486,892.76

Cost per Acre \$380,384.97

Cost Per SF \$8.73

AR-61 (1.87 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Paving at Shade Structure	670	sf	8.00	5,360.00
5' Walkways at Park (concrete)	5,965	sf	8.00	47,720.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Structures	1	allow	80,000.00	80,000.00
Shade Structures at Tot Lot	1	ea	45,000.00	45,000.00
Trash Receptacles	2	ea	800.00	1,600.00
Bench	4	ea	1,000.00	4,000.00
Picnic Tables	2	ea	2,200.00	4,400.00
Drinking Fountain	1	ea	5,000.00	5,000.00
<i>Lighting</i>				
Security Lighting	2	ea	3,000.00	6,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Recycled Water Stub	1	allow	1,500.00	1,500.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
Construction Total				\$214,080.00
Landscape				
Shrubs	33,622	sf	1.00	33,622.20
Turf (seed)	41,200	sf	0.35	14,420.00
Automatic Irrigation	74,822	sf	1.50	112,233.30
General Site Drainage (HDPE Pipe w/ inlets)	1.87	ac	20,000.00	37,400.00
Landscape Total				\$197,675.50
Construction & Landscape Total				\$411,755.50
15% Contingency				\$61,763.33
13% Soft Costs				\$61,557.45
Estimated Total				\$535,076.27
Cost per Acre				\$286,137.04
Cost Per SF				\$6.57

AR-62 (10.11 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Paving at Pavillion/Overhead Structures (Concrete)	900	sf	8.00	7,200.00
Asphalt Paving at Parking Lot w/ Aggregate Base	32,720	sf	3.00	98,160.00
Walkways at Park (natural gray, light wash finish)	15,800	sf	8.00	126,400.00
<i>Masonry</i>				
Entry Sign Wall	1	ea	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Structures	1	allow	80,000.00	80,000.00
Basketball Court	2	ea	35,000.00	70,000.00
Shade Structure at Playground Area	1	ea	40,000.00	40,000.00
Trash Receptacles	10	ea	800.00	8,000.00
Picnic Tables	5	ea	2,200.00	11,000.00
6' Benches	12	ea	1,000.00	12,000.00
Drinking Fountain	4	ea	5,000.00	20,000.00
Restroom Building / Snack Shop	1	allow	300,000.00	300,000.00
<i>Ball Fields</i>				
Baseball (Outfield and Infield)	3	ea	100,000.00	300,000.00
Soccer Field Overlay	1	ea	58,000.00	58,000.00
Fencing (Chainlink)	750	lf	50.00	37,500.00
<i>Lighting</i>				
Security Lighting	20	ea	3,000.00	60,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Recycled Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
Construction Total				\$1,243,260.00

AR-62 (10.11 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Landscape				
Shrubs	40,200	sf	1.00	40,200.00
Turf (seed)	109,500	sf	0.35	38,325.00
Automatic Irrigation	360,500	sf	1.50	540,750.00
General Site Drainage (HDPE Pipe w/ inlets)	10.11	ac	20,000.00	202,200.00
Landscape Total				\$821,475.00
Construction & Landscape Total				\$2,064,735.00
15% Contingency				\$309,710.25
13% Soft Costs				\$308,677.88
Estimated Total				\$2,683,123.13
Cost per Acre				\$265,392.99
Cost Per SF				\$6.09

AR-63 (1.72 AC)

Item/Description	Qty.	Unit	Unit Price	Total
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Construction*Hardscape*

Bark Mulch/DG at Dog Park	26,835	sf	3.00	80,505.00
Paving at Shade Structure	1,425	sf	8.00	11,400.00
5' wide walkways at park (concrete)	2,650	sf	8.00	21,200.00
10' wide multi-purpose trail at park (concrete)	2,270	sf	8.00	18,160.00

Masonry

Entry Sign Wall	1	allow	8,000.00	8,000.00
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Metal

5'-6" Dog Park Fencing	1,000	lf	50.00	50,000.00
Metal Dog Park Gates	4	ea	250.00	1,000.00

Park Site Features

Shade Structure	2	ea	45,000.00	90,000.00
Playground Equipment	1	allow	80,000.00	80,000.00
Trash Receptacles	4	ea	800.00	3,200.00
Benches	7	ea	1,000.00	7,000.00
Picnic Tables	4	ea	2,200.00	8,800.00
Drinking Fountain	1	ea	5,000.00	5,000.00

Lighting

Security Lighting	2	ea	3,000.00	6,000.00
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Utilities

Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Recycled Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00

Construction Total \$397,265.00

Landscape

Shrubs	18,443	sf	1.00	18,443.20
Turf (seed)	23,300	sf	0.35	8,155.00
Automatic Irrigation	41,743	sf	1.50	62,614.80
General Site Drainage (HDPE Pipe w/ inlets)	1.72	ac	20,000.00	34,400.00

Landscape Total \$123,613.00

Construction & Landscape Total \$520,878.00

15% Contingency \$78,131.70

13% Soft Costs \$77,871.26

Estimated Total \$676,880.96

Cost per Acre \$393,535.44

Cost Per SF \$9.03

AR-64 (2.12 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Concrete Paving at Shade Structure	4,500	sf	8.00	36,000.00
5' Walkway (concrete)	11,815	sf	8.00	94,520.00
8' Walk (concrete)	7,600	sf	8.00	60,800.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Equipment	1	allow	80,000.00	80,000.00
Shade Structures	3	ea	45,000.00	135,000.00
Canvas Structure at Shaded Seating Area	1	ea	65,000.00	65,000.00
Crossfit Stations	3	ea	2,000.00	6,000.00
Trash Receptacles	4	ea	800.00	3,200.00
Benches	6	ea	1,000.00	6,000.00
Bike Racks	1	ea	1,200.00	1,200.00
Drinking Fountain	1	ea	5,000.00	5,000.00
Picnic Tables	6	ea	2,200.00	13,200.00
<i>Lighting and Electrical</i>				
Security Lighting	6	ea	3,000.00	18,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Recycled Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
Construction Total				\$538,920.00
Landscape				
Planting	43,432	sf	1.00	43,432.20
Turf (sod)	25,000	sf	0.75	18,750.00
Automatic Irrigation	68,432	sf	1.50	102,648.30
General Site Drainage (HDPE Pipe w/ inlets)	2.12	ac	20,000.00	42,400.00
Landscape Total				\$207,230.50
Construction & Landscape Total				\$746,150.50
15% Contingency				\$111,922.58
13% Soft Costs				\$111,549.50
Estimated Total				\$969,622.57
Cost per Acre				\$457,369.14
Cost Per SF				\$10.50

AR-66 (3.04 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Paving at Picnic Area	8,000	sf	8.00	64,000.00
Paving at Stage	1,200	sf	8.00	9,600.00
Walkways at Park (natural gray w/ finish)	12,000	sf	8.00	96,000.00
Surfacing at Game Area	6,750	sf	3.00	20,250.00
Surfacing at Bocce Courts	1,500	sf	3.00	4,500.00
Surfacing at Hard Courts	700	sf	10.00	7,000.00
Mowcurb at Horseshoes and Bocce	400	lf	15.00	6,000.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Structures	1	allow	80,000.00	80,000.00
Covered Stage (Shade Sail)	1	allow	75,000.00	75,000.00
Restroom Building	1	allow	170,000.00	170,000.00
30' high Flag Pole	1	ea	600.00	600.00
Trash Receptacles	10	ea	800.00	8,000.00
Picnic Tables	20	ea	2,200.00	44,000.00
6' Benches	30	ea	1,000.00	30,000.00
Drinking Fountain	1	ea	5,000.00	5,000.00
<i>Lighting</i>				
Security Lighting	10	ea	3,000.00	30,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Recycled Water Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
Construction Total				\$664,950.00
Landscape				
Shrubs	30,500	sf	1.00	30,500.00
Turf (sod)	40,600	sf	0.75	30,450.00
Automatic Irrigation	71,100	sf	1.50	106,650.00
General Site Drainage (HDPE Pipe w/ inlets)	3.04	ac	20,000.00	60,800.00
Landscape Total				\$228,400.00
Construction & Landscape Total				\$893,350.00
15% Contingency				\$134,002.50
13% Soft Costs				\$133,555.83
Estimated Total				\$1,160,908.33
Cost per Acre				\$381,877.74
Cost Per SF				\$8.77

AR-67 (2.0 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Paving at Shade Structure	2,000	sf	8.00	16,000.00
5' Walkways at Park (concrete)	8,350	sf	8.00	66,800.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Structures & Surfaces	1	allow	80,000.00	80,000.00
Shade Structure	2	ea	45,000.00	90,000.00
Trash Receptacles	2	ea	800.00	1,600.00
Picnic Tables	4	ea	2,200.00	8,800.00
6' Benches	8	ea	1,000.00	8,000.00
Drinking Fountain	1	ea	5,000.00	5,000.00
<i>Lighting</i>				
Security Lighting	4	ea	3,000.00	12,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Recycled Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
Construction Total				\$303,200.00
Landscape				
Shrubs	6,920	sf	1.00	6,920.00
Turf (seed)	65,000	sf	0.35	22,750.00
Automatic Irrigation	71,920	sf	1.50	107,880.00
General Site Drainage (HDPE Pipe w/ inlets)	2.00	ac	20,000.00	40,000.00
Landscape Total				\$177,550.00
Construction & Landscape Total				\$480,750.00
15% Contingency				\$72,112.50
13% Soft Costs				\$71,872.13
Estimated Total				\$624,734.63
Cost per Acre				\$312,367.31
Cost Per SF				\$7.17

Exhibit X Bikeway Master Plan

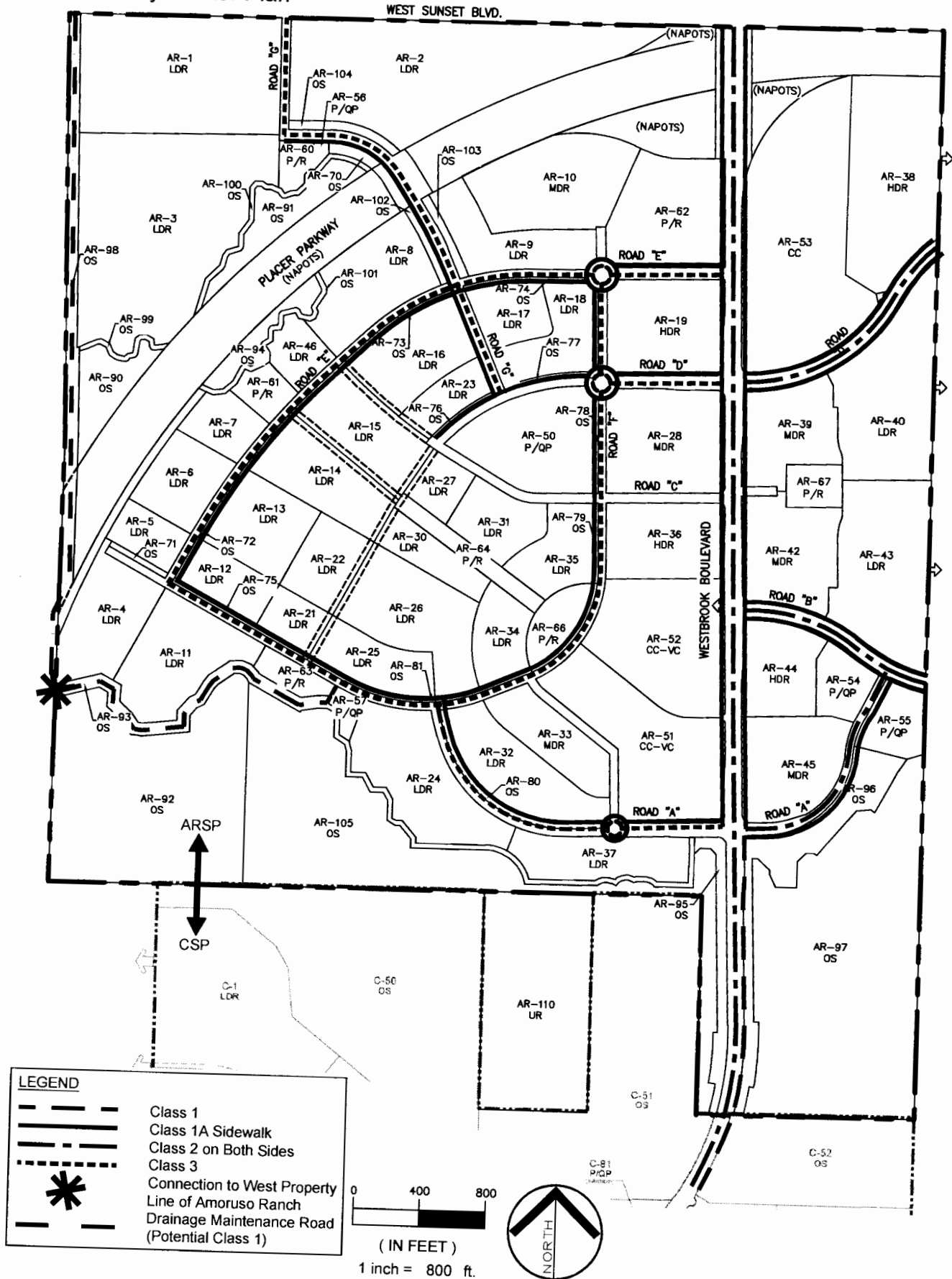


Exhibit Y Open Space Areas

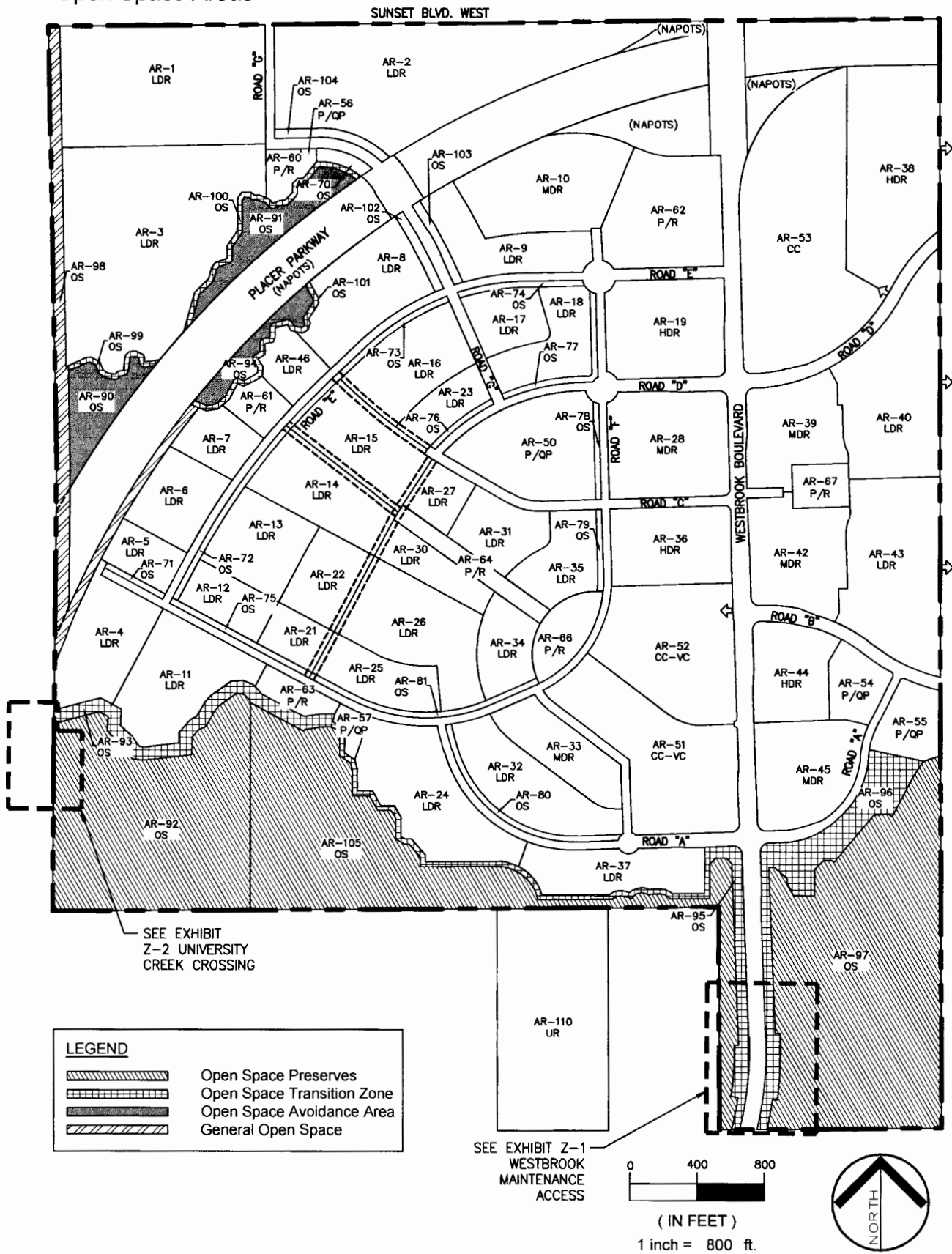


Exhibit Z - 1
Westbrook Boulevard Maintenance Access

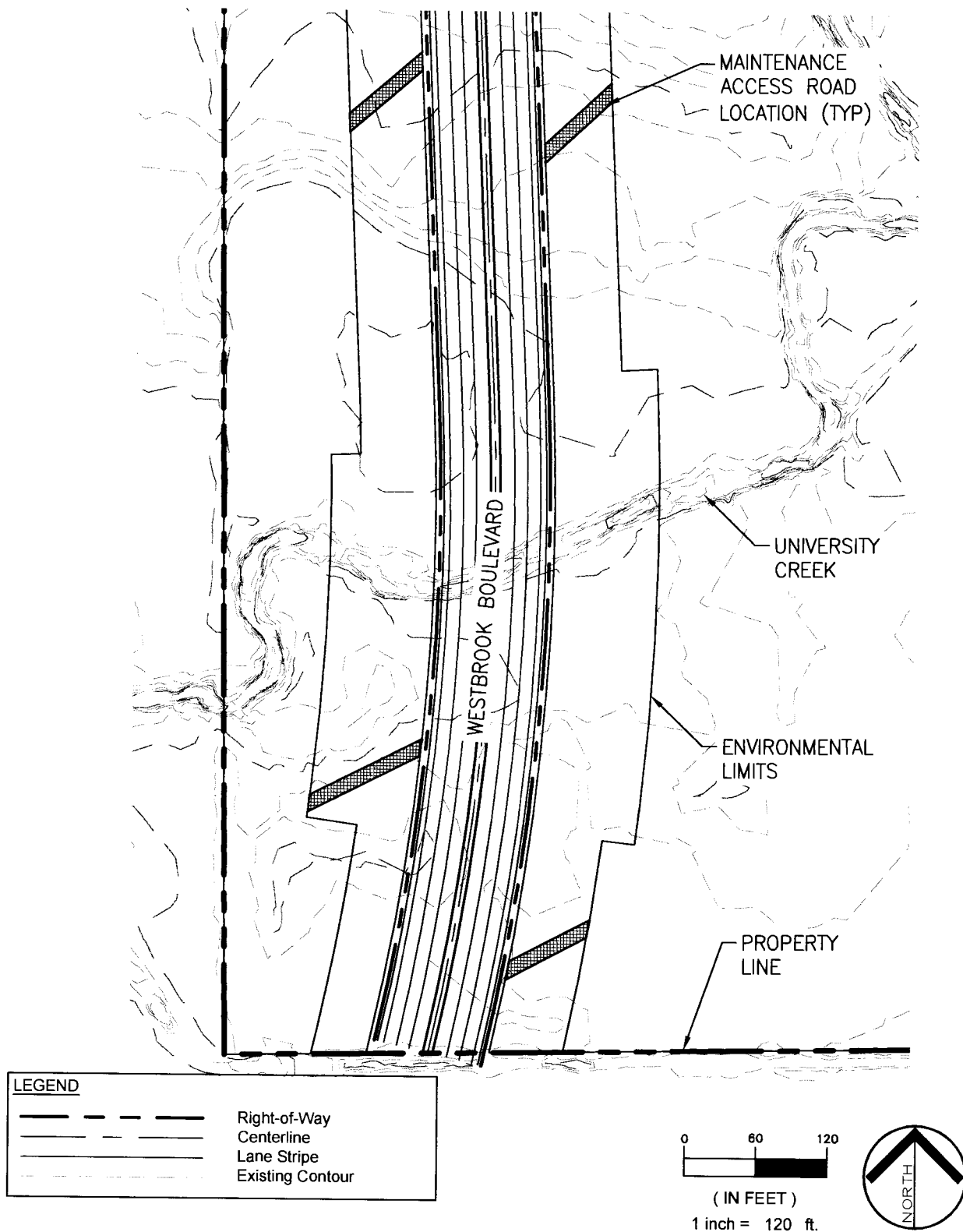
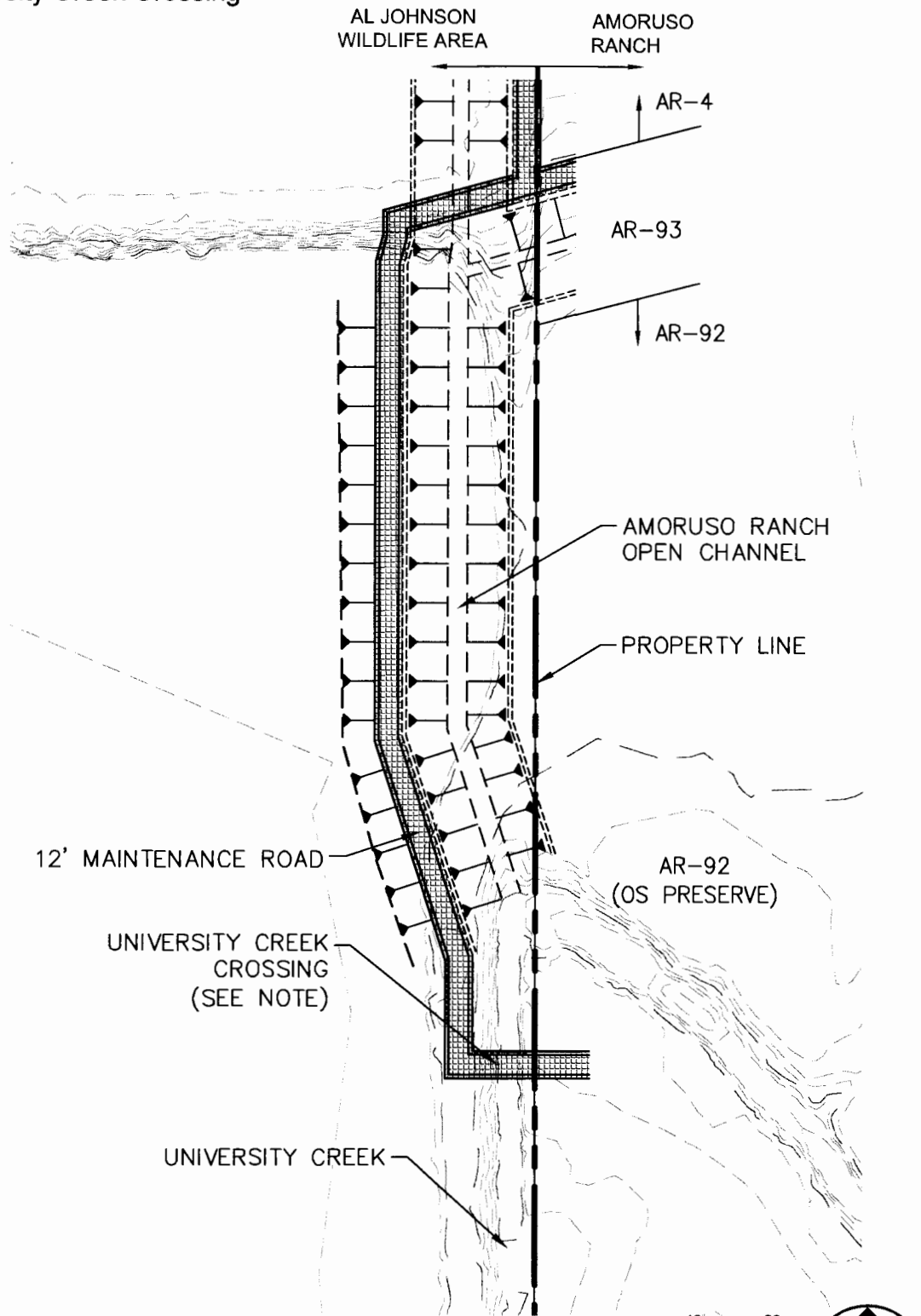
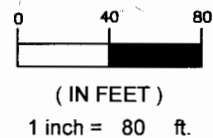


Exhibit Z - 2
University Creek Crossing



NOTE:
ANY MAINTENANCE ACCESS CROSSING OF UNIVERSITY CREEK MUST BE CAPABLE OF ACCOMMODATING A 30,000 LB VEHICLE. THE CROSSING DESIGN SHALL BE SUPPORTED BY A HYDRAULIC ANALYSIS DEMONSTRATING NO FLOOD PLAIN IMPACTS.



Amoruso Ranch Specific Plan					Specific Plan				% of ARSP				% of ARSP				% of ARSP			
Parcel	Specific Plan/Land Use	Acres	Units	Density	Water EDUs	Water EDUs	% of ARSP	Sewer EDUs	Sewer EDUs	% of ARSP	Recycled Water EDUs	Recycled Water EDUs	% of ARSP	Traffic EDUs	Traffic EDUs	% of ARSP				
AR-1	LDR	19.9	68	3.4	83	4.23%	68	2.56%	83	4.23%	68	2.16%	83	4.23%	68	2.16%				
AR-2	LDR	25.0	97	3.9	97	4.97%	97	3.65%	97	4.97%	97	3.08%	97	4.97%	97	3.08%				
AR-3	LDR	27.3	80	2.9	97	4.98%	80	3.01%	97	4.98%	80	2.54%	97	4.98%	80	2.54%				
AR-4	LDR	7.3	41	5.7	36	1.83%	41	1.54%	36	1.83%	41	1.30%	36	1.83%	41	1.30%				
AR-5	LDR	2.8	17	6.2	12	0.62%	17	0.64%	12	0.62%	17	0.54%	12	0.62%	17	0.54%				
AR-6	LDR	5.0	34	6.8	24	1.25%	34	1.28%	24	1.25%	34	1.08%	24	1.25%	34	1.08%				
AR-7	LDR	3.2	18	5.7	16	0.80%	18	0.68%	16	0.80%	18	0.57%	16	0.80%	18	0.57%				
AR-8	LDR	8.2	52	6.4	37	1.91%	52	1.96%	37	1.91%	52	1.65%	37	1.91%	52	1.65%				
AR-9	LDR	6.2	40	6.4	29	1.47%	40	1.51%	29	1.47%	40	1.27%	29	1.47%	40	1.27%				
AR-11	LDR	8.7	55	6.3	39	2.02%	55	2.07%	39	2.02%	55	1.75%	39	2.02%	55	1.75%				
AR-12	LDR	3.4	21	6.2	15	0.77%	21	0.79%	15	0.77%	21	0.67%	15	0.77%	21	0.67%				
AR-13	LDR	6.1	40	6.6	29	1.47%	40	1.51%	29	1.47%	40	1.27%	29	1.47%	40	1.27%				
AR-14	LDR	7.1	45	6.4	32	1.65%	45	1.70%	32	1.65%	45	1.43%	32	1.65%	45	1.43%				
AR-15	LDR	6.9	45	6.5	32	1.65%	45	1.70%	32	1.65%	45	1.43%	32	1.65%	45	1.43%				
AR-16	LDR	6.8	43	6.3	31	1.58%	43	1.62%	31	1.58%	43	1.37%	31	1.58%	43	1.37%				
AR-17	LDR	3.6	24	6.7	17	0.88%	24	0.90%	17	0.88%	24	0.76%	17	0.88%	24	0.76%				
AR-18	LDR	5.1	31	6.1	22	1.14%	31	1.17%	22	1.14%	31	0.98%	22	1.14%	31	0.98%				
AR-21	LDR	2.4	13	5.5	11	0.58%	13	0.49%	11	0.58%	13	0.41%	11	0.58%	13	0.41%				
AR-22	LDR	4.3	28	6.5	20	1.03%	28	1.05%	20	1.03%	28	0.89%	20	1.03%	28	0.89%				
AR-23	LDR	2.9	19	6.5	14	0.70%	19	0.72%	14	0.70%	19	0.60%	14	0.70%	19	0.60%				
AR-24	LDR	10.3	55	5.3	48	2.45%	55	2.07%	48	2.45%	55	1.75%	48	2.45%	55	1.75%				
AR-25	LDR	4.6	28	6.1	20	1.03%	28	1.05%	20	1.03%	28	0.89%	20	1.03%	28	0.89%				
AR-26	LDR	9.7	55	5.7	48	2.45%	55	2.07%	48	2.45%	55	1.75%	48	2.45%	55	1.75%				
AR-27	LDR	2.4	15	6.3	11	0.55%	15	0.57%	11	0.55%	15	0.48%	11	0.55%	15	0.48%				
AR-30	LDR	3.3	23	6.9	16	0.85%	23	0.87%	16	0.85%	23	0.73%	16	0.85%	23	0.73%				
AR-31	LDR	4.4	27	6.1	19	0.99%	27	1.02%	19	0.99%	27	0.86%	19	0.99%	27	0.86%				
AR-32	LDR	7.7	50	6.5	36	1.84%	50	1.88%	36	1.84%	50	1.59%	36	1.84%	50	1.59%				
AR-34	LDR	3.8	19	5.0	19	0.97%	19	0.72%	19	0.97%	19	0.60%	19	0.97%	19	0.60%				
AR-35	LDR	4.6	24	5.2	21	1.07%	24	0.90%	21	1.07%	24	0.76%	21	1.07%	24	0.76%				
AR-37	LDR	6.3	33	5.3	29	1.47%	33	1.24%	29	1.47%	33	1.05%	29	1.47%	33	1.05%				
AR-40	LDR	13.5	71	5.3	62	3.16%	71	2.67%	62	3.16%	71	2.26%	62	3.16%	71	2.26%				
AR-43	LDR	13.6	78	5.7	68	3.47%	78	2.94%	68	3.47%	78	2.48%	68	3.47%	78	2.48%				
AR-46	LDR	2.6	13	5.1	11	0.58%	13	0.49%	11	0.58%	13	0.41%	11	0.58%	13	0.41%				
Low Density Residential		248.8	1,302	191.3	1,100	56%	1,302	49%	1,100	56%	1,100	41%	1,100	56%	1,302	41%				

Amoruso Ranch Specific Plan		Specific Plan										
Parcel	Specific Plan Land Use	Acres	Units	Density	Water EDUs	% of ARSP Water EDUs	Sewer EDUs	% of ARSP Sewer EDUs	Recycled Water EDUs	% of ARSP Recycled Water EDUs	Traffic EDUs	% of ARSP Traffic EDUs
AR-10	MDR	10.7	138	12.9	66	3.40%	138	5.20%	66	3.40%	138	4.38%
AR-28	MDR	10.3	129	12.5	62	3.18%	129	4.86%	62	3.18%	129	4.10%
AR-33	MDR	5.3	61	11.5	33	1.68%	61	2.30%	33	1.68%	61	1.94%
AR-39	MDR	7.4	54	7.4	39	1.98%	54	2.03%	39	1.98%	54	1.72%
AR-42	MDR	8.4	66	7.9	47	2.43%	66	2.49%	47	2.43%	66	2.10%
AR-45	MDR	8.2	94	11.4	51	2.60%	94	3.54%	51	2.60%	94	2.99%
Medium Density Residential												
AR-19	HDR	50.3	542	63.6	298	15%	542	20%	298	15%	542	17%
AR-36	HDR	9.3	230	24.6	68	3.48%	157	5.93%	68	3.48%	141	4.49%
AR-38	HDR	7.6	113	15.0	54	2.78%	77	2.91%	54	2.78%	69	2.20%
AR-44	HDR	15.2	380	25.0	112	5.75%	260	9.80%	112	5.75%	233	7.41%
	HDR	6.0	150	24.9	44	2.27%	103	3.87%	44	2.27%	92	2.93%
High Density Residential												
AR-51	CC-VC	38.1	873	89.5	278	14%	597	23%	278	14%	536	17%
AR-51	CC-VC		91		44	2.24%	62	2.35%	44	2.24%	56	1.77%
AR-52	CC-VC	14.2			62	3.16%	54	2.05%	62	3.16%	189	6.01%
AR-52	CC-VC		18		9	0.44%	12	0.46%	9	0.44%	11	0.35%
AR-52	CC-VC	13.1			57	2.90%	50	1.89%	57	2.90%	174	5.53%
AR-53	CC	23.9			103	5.30%	34	1.27%	103	5.30%	338	10.73%
Community Commercial												
		51.1	109		274	14%	213	8%	274	14%	768	24%
TOTAL		388.3	2,826	7.3	1,950	100%	2,654	100%	1,950	100%	3,148	100%

Note:

One Water EDU = 600 gpd (Based on Table 1 of the ARSP Water Master Plan Final Report, February 2016)

One Sewer EDU = 190 gpd (Based on Table 1 of the ARSP Wastewater Master Plan Final Report, February 2016)

One Recycled Water EDU = 600 gpd (Based on Table 1 of the ARSP Recycled Water Master Plan Final Report, February 2016)

One recycled water LDO = 300 gpa (based on Table 1 of the ARSP
Based on Table 6 of the ARSP Final Traffic Study, December 5, 2015

Exhibit BB
Infrastructure Reimbursement Schedule

Roadway Improvements:

1. Construct roadway (Westbrook Boulevard) between C-51 and C-52 (R1, on Exhibit H-1) within the Creekview Specific Plan.
 - a. Construction Responsibility: Amoruso
 - b. Cost Sharing: City CIP

Wastewater Improvements:

1. Construct 18-inch sewer line (WW1, on Exhibit K-1) and appurtenances (390± LF) in Westbrook and Blue Oaks Boulevards.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview
2. Construct 18-inch sewer line (WW2, on Exhibit K-1) and appurtenances (Per WRSP DA) in Westbrook Boulevard.
 - a. Construction Responsibility: WRSP
 - b. Cost Sharing: Amoruso and Creekview
3. Construct 24-inch sewer line (WW3, on Exhibit K-1) and appurtenances (Per WRSP DA) in Phillip Road.
 - a. Construction Responsibility: WRSP
 - b. Cost Sharing: Amoruso and Creekview

Water Improvements:

1. Construct 24-inch water line (DW1, on Exhibit O-2) and appurtenances (1,210± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview
2. Construct 24-inch water line (DW2, on Exhibit O-2) and appurtenances (2,790± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview

3. Construct 24-inch water line (DW3, on Exhibit O-2) and appurtenances (2,390± LF) in Blue Oaks Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso, Creekview, WRSP, and Other 3rd Parties
4. Construct 24-inch water line (DW4, on Exhibit O-2) and appurtenances (Per WRSP DA) in West Park Drive.
 - c. Construction Responsibility: WRSP
 - d. Cost Sharing: Amoruso, Creekview, WRSP, and Other 3rd Parties
5. Construct 24-inch water line (DW5, on Exhibit O-1) and appurtenances (1,610± LF) in Road "D".
 - a. Construction Responsibility: Amoruso
 - b. Cost Sharing: Amoruso and Other 3rd Party
6. Construct 24-inch water line (DW6, on Exhibit O-1) and appurtenances (1,280± LF) in Road "B".
 - e. Construction Responsibility: Amoruso
 - f. Cost Sharing: Amoruso and Other 3rd Party

Recycled Water Improvements:

1. Construct 12-inch recycled water line (RW1, on Exhibit Q-1) and appurtenances (1,210± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview
2. Construct 16-inch recycled water line (RW2, on Exhibit Q-1) and appurtenances (2,820± LF) in Westbrook and Blue Oaks Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview
3. Construct 24-inch recycled water line (RW3, on Exhibit Q-1) and appurtenances (2,400± LF) in Blue Oaks Boulevard.
 - c. Construction Responsibility: Creekview
 - d. Cost Sharing: Amoruso, Creekview, WRSP and Other 3rd Parties

4. Construct 24-inch recycled water line (RW4, on Exhibit Q-1) and appurtenances (Per WRSP DA) in West Park Drive.

- e. Construction Responsibility: WRSP

- f. Cost Sharing: Amoruso , Creekview, WRSP and Other 3rd Parties

EXHIBIT CC

FIRE STATION SITE REIMBURSEMENTS						
Reimbursements to ARSP						
No	Site	Planning Area Designation	Reimbursement From	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed to ARSP
1	P/QP	AR-54	CSP or Other 3rd Party	\$ 612,000	41.60	\$ 254,592

Note:

1. Improvements limited to site development, frontage and an allowance for temporary access. Actual fire station construction is not included.
2. Reimbursement estimate is based on unit ratio.

Exhibit DD
Sample Assignment and Assumption Agreement

EXHIBIT DD
SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEN RECORDED, RETURN TO:

City of Roseville
311 Vernon Street
Roseville, CA 95678
ATTN: City Clerk

Exempt from recording fees
Pursuant to Govt. Code 27383

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
AMORUSO RANCH SPECIFIC PLAN DEVELOPMENT AGREEMENT
[BROOKFIELD SUNSET, LLC]

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this ____ day of _____, 20__, by and between _____, a _____ (hereinafter "Landowner"), and _____, a _____ (hereinafter "Assignee").

RECITALS

A. On _____, 2016, the City of Roseville and Landowner entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville, Brookfield Sunset, LLC, and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005 (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Landowner agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Placer County on _____, 2016 [Instrument No. _____].

B. Landowner intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel"), or all of the Subject Property, as defined in the Development Agreement.

C. Landowner desires to assign and Assignee desires to assume all of Landowner's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Landowner and Assignee hereby agree as follows:

1. Landowner hereby assigns, effective as of Landowner conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel. Landowner retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Landowner.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel, and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Landowner as the "Landowner" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Article 11 of the Development Agreement for the Landowner with respect to the Assigned Parcel shall be:

Attn: _____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

LANDOWNER:

By: _____

Print Name: _____

Title: _____

ASSIGNEE:

By: _____

Print Name: _____

Title: _____



COUNCIL COMMUNICATION

CC #: 7818

File #: 0201-01 & 0900-04-02

Title: Woodcreek Oaks Blvd Widening Project - Professional Design Services Agreement and Budget Adjustment
Contact: Stephanie Kemen 916-746-1300 skemen@roseville.ca.us

Meeting Date: 7/6/2016

Item #: 6.33.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt the attached resolution to approve the Professional Design Services Agreement between the City of Roseville and Dokken Engineering for the Woodcreek Oaks Blvd Widening Project with the not to exceed fee of \$790,418.80, and authorize the City Manager to execute it. Staff also requests approval of a budget adjustment to transfer \$760,000 from the Traffic Mitigation Fund to the project account.

BACKGROUND

The City's Roadway Capital Improvement Program calls for Woodcreek Oaks Boulevard to ultimately have four travel lanes between Pleasant Grove Boulevard and Blue Oaks Blvd. The initial roadway was constructed with one lane in each direction with room in the center median for the two additional lanes to be added when needed in the future. Recent traffic studies and field observations, along with the imminent construction of the Campus Oaks Development, indicate that it is time for the anticipated road widening.

The new Campus Oaks Development will widen Woodcreek Oaks Boulevard between Blue Oaks Boulevard and Crimson Ridge Way to its ultimate four lane configuration, and is expected to be constructed by the end of this year. The remainder of Woodcreek Oaks south of Crimson Ridge to about 600' north of Pleasant Grove will be widened by the City and currently consists of two travel lanes (one in each direction), bike lanes, curb, gutter, sidewalk, and an extra wide median designed to accommodate an additional lane in each direction for the ultimate four lane configuration. The proposed project will also include the addition of a second bridge over the south branch of Pleasant Grove Creek to accommodate the two additional travel lanes. See Attachment A for the project limits and location map.

Proposed improvements will result in two northbound and two southbound lanes, Class II (on-street) bike lanes, reconstruction of a narrower center median, a short segment of curb, gutter and sidewalk north of Horncastle Ave, a widened bridge over Pleasant Grove creek, and reconstruction of loops at three signalized intersections. Low impact development (LID) drainage facilities are also proposed for this project in conformance with the City's Phase 2 MS4 storm

water permit. LID refers to an approach to storm water management that improves water quality by reducing the amount of pollution from storm water entering creeks and rivers. LID drainage facilities will be designed in accordance with the newly adopted West Placer Storm Water Quality Design Manual and include treatments like filtering road runoff through landscaping before allowing the water to enter the storm drain.

Selection of the design consultant began with a Request for Proposals (RFP) using Public Purchase. The City received three responses to the RFP. A four-person review committee evaluated and ranked the proposals, and selected Dokken Engineering. The design and environmental documentation for this project is anticipated to be completed in early 2017 and construction of the project is targeted for summer 2017.

PUBLIC OUTREACH

Public Works staff will be working closely with Dokken's communications team (CT) to develop a public outreach campaign to keep the community informed of the project's design progress and traffic handling during the construction phase of the project. This includes disseminating the latest information on the City's web page and through news stories, traffic alerts, and social media. The CT will identify key stakeholders, including residents and the motoring public, which will be affected by construction of the project. At key milestones, the CT will provide updates to stakeholders and notify them of upcoming meetings and opportunities to provide feedback.

During the development of the project design and prior to circulation of the environmental document, one hands-on workshop will be held with the community and stakeholders so that concerns and comments from the public may be addressed.

FISCAL IMPACT

The Dokken Engineering fee to complete the environmental and engineering services for the project is \$790,418.80. This cost is in line with other roadway capital improvement projects that are similar in complexity and scope.

These environmental and engineering services are funded with Traffic Mitigation Fee funds. No General Fund monies will be used. The existing project account currently has a balance of \$145,000. Staff requests that the City Council approve a budget adjustment in the amount of \$760,000 from the Traffic Mitigation Fund to cover the Dokken Engineering fee and City staff costs.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this contract will create approximately 8 jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approval of the Professional Design Services Agreement with Dokken Engineering

does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. The Agreement includes preparation of appropriate CEQA environmental review documentation for the project. It is anticipated that the appropriate CEQA environmental document will be an Initial Study/Mitigated Negative Declaration (IS/MND). Staff intends to utilize analysis and results from the Amoruso Ranch Specific Plan Environmental Impact Report (ARSP EIR) within the IS/MND to supplement findings in the IS/MND. Staff anticipates bringing the final CEQA document to Council for consideration/approval in early spring of 2017.

Respectfully Submitted,

Stefanie Kemen, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Attachment A - Project Limits and Location Map

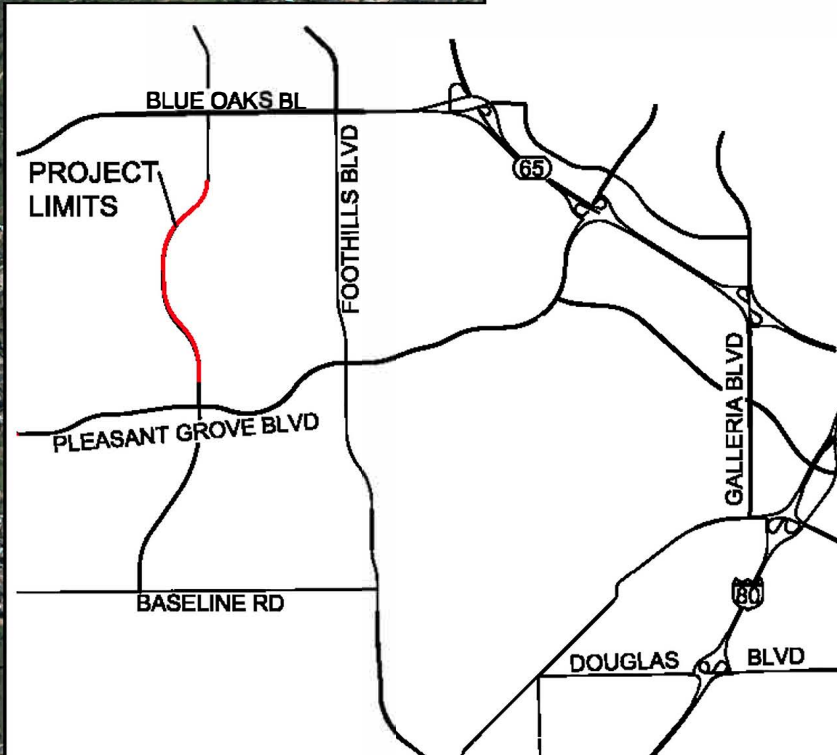
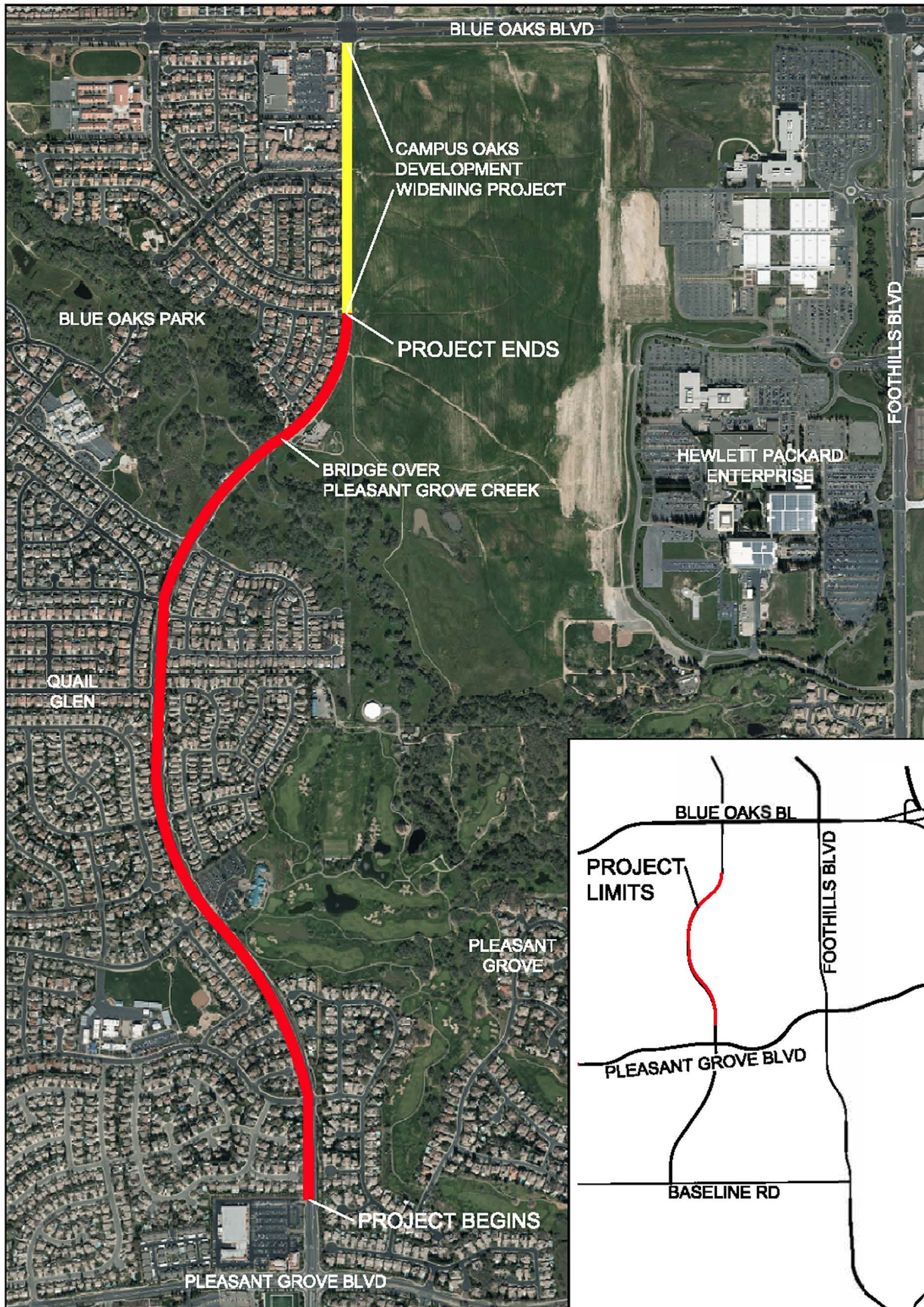
Resolution No. 16-297

Professional Design Services Agreement - Dokken Engineering

Ordinance No. 5704

Request for Budget Adjustment

Attachment A
Project Limits Map



RESOLUTION NO. 16-297

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

WHEREAS, a professional design services agreement regarding the Woodcreek Oaks
Blvd Widening project, by and between the City of Roseville and Dokken Engineering, 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 DESIGN SERVICES AGREEMENT

Woodcreek Oaks Boulevard Widening Project

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Dokken
Engineering, a California corporation ("CONSULTANT "); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of environmental
studies, engineering and project management services; and

WHEREAS, CONSULTANT has prepared a proposal dated June 8, 2016, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. **Services.** CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.
2. **Compensation.** For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "A." Total compensation shall not exceed seven hundred ninety thousand, four hundred eighteen dollars and eighty cents (\$790,418.80).

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

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

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	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 aggregate

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all 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. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

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.

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

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 materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the

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

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

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 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.

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 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.

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

Rhon Herndon,
Public Works Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Elizabeth B. Diamond,
Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630

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.

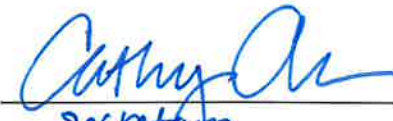
CITY OF ROSEVILLE, a
municipal corporation

DOKKEN ENGINEERING, a
California corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: President

ATTEST:

and
BY: 
its: Secretary

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RHON HERNDON
Public Works Director

EXHIBIT “A”

EXHIBIT A - SCOPE OF SERVICES & BUDGET ESTIMATE

PART 1 – Scope of Services

Task 1. Environmental Studies/Document

The City of Roseville will be the lead CEQA agency during the preparation of the CEQA environmental document. It is anticipated that the necessary environmental document will be an Initial Study/Mitigated Negative Declaration (IS/MND). Dokken Engineering will utilize analysis and results from the Amoruso Ranch Specific Plan Environmental Impact Report (ARSP EIR) within the IS/MND to supplement findings in the ISMND.

Task 1.1 Technical Studies

1.1.1 Cultural Resources Report – To facilitate the USACE permitting process, Dokken Engineering will prepare a Cultural Resources Report, in compliance with Section 106 of the National Historic Preservation Act (NHPA). The Cultural Resources Report will also provide the necessary information to complete the CEQA IS Cultural Resources Section.

1.1.2 Biological Resources Report - Dokken Engineering will prepare a Biological Resources Report that will include a description of the field methods used and the results of the project area assessment. The report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, Dokken will prepare, and include in the Biological Resource Report, a graphic displaying the location of the onsite sensitive plant communities and any sensitive biological resources observed. The report also will contain tables describing sensitive species and their habitats that are present or potentially present, and it will identify and assess project impacts on the existing biological resources, including any sensitive species. Minimization and mitigation measures will be included as necessary. This report will be included with the Section 1602 Lake and Streambed Alteration Agreement to be submitted to the California Department of Fish and Wildlife to ensure permitting is completely quickly and efficiently. It will also be used to complete the CEQA IS Biological Resources section.

1.1.3 Noise Memorandum - The Dokken Engineering will prepare a Noise Memorandum to support the CEQA environmental documentation. The Noise Memorandum will contain relevant information from the ARSP EIR, which evaluated existing noise conditions as well as future noise conditions under the proposed projects within the Capital Improvement Program, which includes this project. The ARSP EIR did not identify noise impacts to residents along this corridor, and found that noise levels in the future would not exceed the conditional thresholds of significance for the City for residents along Woodcreek Oaks Boulevard. CEQA requires the comparison between existing noise levels and future noise levels with the proposed project, which is fulfilled with the analysis within the ARSP EIR. Additional noise modeling to evaluate potential impacts in interim conditions will be done to address conditions prior to all the improvements in the ARSP and CIP (cumulative condition) being completed. This noise modeling will utilize information in the traffic study to be prepared for the Woodcreek Oaks Widening project (Task 2.4), as well as additional noise measurements to be conducted by Dokken's in house noise specialist within outdoor use areas of residents adjacent to the widening project.

Task 1.2 Draft Environmental Document (IS/MND)

Dokken Engineering anticipates that the necessary environmental clearance document will include an Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA. All CEQA work shall conform to CEQA

statutes, caselaw, and the latest version of the State CEQA Guidelines. The City of Roseville will be responsible for all project related CEQA notices and distributions, with the exception of filing of the Notice of Completion at the State Clearinghouse. It is understood the City of Roseville will be responsible for Native American consultation under AB52 and will provide results to Dokken Engineering for incorporation in the IS/MND.

Task 1.2.1 Prepare Draft Environmental Document for Circulation

Dokken Engineering will begin the preparation of the environmental document as detailed above. The information contained within the Cultural Resources Report, the Biological Resources Report, and the Noise Memorandum and Traffic Study (included in Preliminary Engineering) will be used in the preparation of the environmental documentation.

Deliverable: Admin Draft of IS/MND – 5 hardcopies and electronic PDF and Word files will be provided to the City of Roseville for review

Public Review Screen Check Draft IS/MND - 2 hardcopies and electronic PDF and Word files will be provided to the City of Roseville for approval.

1.2.2 Circulated Environmental Document

Once the Draft IS/MND has been approved by the City of Roseville, it will be circulated for public review for a period of 30 days. The IS/MND has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the IS/MND.

Pursuant to CEQA requirements, Dokken Engineering will prepare a Notice of Completion (NOC) for the Draft IS/MND. The draft environmental document and technical studies will be made available to the public during a 30 day public circulation and review period. In addition, the document will be distributed to other reviewing government agencies through the California State Clearinghouse. Dokken Engineering will prepare and submit the copies for the State Clearinghouse. The City of Roseville will be responsible for publication and distribution of the Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) prior to circulation of the environmental document.

Prior to initiation of the 30 day public review period, the City of Roseville will hold a Community Workshop to solicit comments about the project. Dokken Engineering will prepare exhibits and attend this workshop to answer any questions regarding the project, any potential environmental impacts, as well as the environmental schedule. Dokken Engineering will work with the City of Roseville to record all comments at this workshop. Dokken Engineering will also participate in a presentation to the Transportation Commission (TC). The TC Meeting will include a summary of the CEQA document and will be an opportunity for public comment on the IS/MND. Dokken Engineering will compile all public comments received at the workshop and TC meeting during public circulation of the IS/MND for response and inclusion in the final environmental document.

Deliverable: Public Review Draft IS/MND – 30 hardcopies and electronic PDF and Word files will be provided to the City of Roseville.

Notice of Completion (NOC) – Will be signed by the City of Roseville and submitted to the State Clearinghouse along with with 15 bound copies of the draft IS/MND

Community Workshop and Transportation Commission Meeting, exhibits and comment review matrix

Task 1.3 Final Environmental Document (IS/MND)

Prepare and Submit Final IS/MND and Mitigation Monitoring and Reporting Program

At the close of the public review period for the Draft IS/MND, the Dokken Engineering will facilitate a conference call or meeting with the City of Roseville to review any comments on the Draft IS/MND that were received, and to discuss potential responses to these comments.

Dokken Engineering will then formulate responses to the comments on the Draft IS/MND. Once draft responses to comments are completed, they will be reviewed and then submitted to the City of Roseville for review and comment.

Dokken Engineering will prepare a Mitigation Monitoring and Reporting Plan, in a format approved by the City, to ensure that the environmental measures contained in the final IS/MND are properly implemented. The Mitigation Monitoring and Reporting Plan will be included as an appendix in the final IS/MND. This Mitigation Monitoring and Reporting Plan will be useful during final design, permitting, and construction of the project as it is a summary of all avoidance, minimization, and mitigation measures developed during the environmental process.

The final IS/MND will incorporate the response to comments and Mitigation Monitoring and Reporting Plan.

It is understood the City of Roseville will file a Notice of Determination with the County Recorder's Office within 5 days of approval of the Final IS/MND (pursuant to CEQA guidelines) and provide the proof of payment of Fish and Game Fees pursuant to Fish and Game Code Section 711.4 to Dokken Engineering for inclusion with the permit applications. This latter fee is to be paid by the City of Roseville (amount anticipated to be \$2,260.25) and is separate from the Section 1602 permit fee discussed below.

Deliverable: Final IS/MND – 5 hardcopies and electronic PDF and Word files will be provided to the City of Roseville.

Draft/Final Mitigation Monitoring and Reporting Plan - 1 hardcopy and electronic PDF and Word files will be provided to the City of Roseville.

Task 1.4 Permits

The proposed project will affect waters of the State and associated riparian habitat that is under the jurisdiction of the California Department of Fish and Wildlife. Impacts to these jurisdictional areas will require a permit under Section 1602, as described below. A Section 401 Water Quality Certification and Section 404 Nationwide Permit may be needed. Task 5 – Optional Tasks includes a description of services that may be authorized if needed.

1.4.1 Section 1602 Streambed Alteration Agreement

The proposed project will require notification of proposed streambed alteration to the CDFW as the project will have an effect on waters South Branch Pleasant Grove Creek. Dokken Engineering will prepare an application package for submittal to CDFW. A processing fee must be included with the submittal (to be provided by the City of Roseville to Dokken for inclusion in the permit application package, amount anticipated to be approximately \$5,000).

Deliverable: Section 1602 Streambed Alteration Agreement

Task 2 Preliminary Engineering

Task 2.1 Topographical Mapping

Dokken Engineering's subconsultant, REY, will perform the survey work required to produce the design level topographic mapping. Mobile LiDAR technology will be used to map this project. The project area includes 1.5 miles of Woodcreek Oaks Boulevard. Using Mobile LiDAR georeferenced data collected under a separate contract, R.E.Y. will process the data and compile visible planimetrics, topography, DTM features and utilities into a traditional 3D CAD file. The benefits of using LiDAR data include safety (no need for survey personnel to work within the travelled way), data density and accuracy, anticipated to be accurate to $\pm 0.03'$ on the roadway surface.

In areas where soft ground surfaces are not visible in the LiDAR data (this typically includes roadside ditches, ground covered by tall grasses/vegetation, and miscellaneous utilities), REY will perform supplemental surveys and merge them with the LiDAR mapping to provide a complete project topographic map.

Control will be consistent with that used to collect the LiDAR data which included geodetic control information from the National Geodetic Survey (NGS), Placer County and the City of Roseville. Vertical control will be based on City of Roseville Benchmarks BM62, BM63 and BM95, as shown in the City of Roseville Benchmark list, revised 6/18/2015 ensuring a fully seamless and compatible data set. The resulting CAD topographic map will exhibit 1-foot contours, spot elevations, and pertinent surface and physical features. Visible and marked utilities will also be surveyed and displayed on the map.

Deliverable: CAD Topographic map of the project corridor

Task 2.2 Right of Way Mapping

Recorded maps and deeds along the project will be acquired and analyzed. The project control survey activities will include tying the locations of right-of-way and easement controlling monuments in and along Woodcreek Oaks Boulevard, to be used in developing an accurate, final resolution, depiction of the existing rights-of-way and easement locations. These results will be compiled in a CAD file for use in design.

Deliverable: Right of Way Base CAD file for the project corridor

Task 2.3 Geotechnical Investigation

Dokken Engineering's subconsultant, Geocon, will explore and evaluate the subsurface conditions along the roadway alignment and at the bridge widening and provide design-level geotechnical recommendations to support design of the project. This investigation will include a field exploration program, geotechnical laboratory testing, engineering analysis, and preparation of a Draft and Final combined Geotechnical Design/Foundation Report (GDFR). The following items of work will be completed as part of the geotechnical investigation:

- Review existing data for the project including the as-built plans and Log of Test Borings for the existing bridge included in the "North Roseville Specific Plan – Phase 1, Woodcreek Oaks Blvd. – South" record drawings dated July 1998. The bridge as-built plans included a Log of Test Borings with two borings at the bridge site extending to depths of approximately 57 and 60 feet.
- Review available preliminary design plans to select exploratory boring locations.
- Perform a site reconnaissance to review project limits, existing conditions, and to determine drill rig access.

- Submit required fees and obtain a soil boring permit from the City of Roseville Environmental Utilities (EU) Department.
- Obtain an encroachment permit from Roseville Development Services (assumed no fee and bond requirements waived for this City project).
- Any other required permits or rights-of-entry, if required, will be secured/provided by the City, or through the optional Task 5.1 – Right of Way.
- Mark out exploratory boring locations in the field for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 48 hours (as required by law) prior to performing exploratory excavations at the site.
- Provide traffic control measures (both turn lane and shoulder closures anticipated for this project) during field operations as needed in accordance with City of Roseville encroachment permit requirements.
- Perform up to seven (7) exploratory borings at the site using a truck-mounted drill rig equipped with auger drilling equipment. One confirmation boring will be performed near the northeast corner of the existing bridge abutment location and up to six borings will be performed along Woodcreek Oaks Boulevard. The borings are anticipated to be located in protected turn lane locations or along the roadway shoulder to minimize impact to traffic along the roadway. Planned boring depth will be approximately 60 feet below grade for the bridge boring and 5 feet for the roadway borings based on conditions encountered.
- Obtain representative disturbed and undisturbed soil samples in the bridge boring using a driven Standard Penetration Test (SPT) sampler and California Modified sampler.
- Log the borings in accordance with Caltrans requirements.
- Upon completion, backfill the bridge boring with cement grout in accordance with Roseville EU Department permit requirements. Shallow roadway borings will be backfilled with soil cuttings. Borings in paved areas will be capped with cold-patch asphalt concrete or as required by the City of Roseville encroachment permit.
- Excess soil cuttings will be spread at the site in unpaved areas away from watercourses.
- Perform laboratory tests to evaluate pertinent geotechnical parameters.
- Analyze field and laboratory data and prepare a Draft and Final GDFR to include (but not be limited to) the following:
 - Scope of work summary, project description, field exploration program summary.
 - Site Plan showing locations of the exploratory borings.
 - Site geology and subsurface conditions.
 - Summary of laboratory testing program.
 - Geologic profiles and engineering parameters.
 - Seismic study (in accordance with the latest Caltrans Seismic Design Criteria).
 - Geologic hazard evaluation (liquefaction, lateral spreading, etc.).
 - Corrosion evaluation.
 - Bridge foundation recommendations and associated design parameters.
 - Roadway grading and earthwork recommendations.
 - Utility trench backfill recommendations.
 - Pavement structural section recommendations based on Traffic Indices provided by the design engineer.

- Concrete sidewalks, curb, and gutter recommendations.
- Construction considerations.
- Log of Test Boring (LOTB) sheet.

Dokken Engineering will submit a draft GDFR for City review. Comments from the City will be addressed prior to finalizing the GDFR. LOTBs will be included in the project plans.

Deliverable: Draft and Final GDFR, LOTB Sheets

Task 2.4 Traffic Technical Memorandum

Dokken Engineering, through their subconsultant Fehr & Peers, will prepare a traffic study that can be used in support of the project's environmental document, which is planned to be an IS/MND. Fehr & Peers will make use of data and traffic analyses they previously conducted as part of other studies within the City of Roseville for this study.

Existing Conditions

Fehr & Peers will document (using the City's online traffic count database) existing average daily traffic (ADT) both with schools in session and not in session on Woodcreek Oaks Boulevard between Crimson Ridge Way and Pleasant Grove Boulevard.

Fehr & Peers will document existing (with schools in session) weekday AM and PM peak hour volumes and traffic conditions at the following signalized study intersections based on work completed in 2015 as part of the *Placer Ranch Specific Plan Administrative Final EIR*.

1. Woodcreek Oaks Boulevard/Blue Oaks Boulevard
2. Woodcreek Oaks Boulevard/Horncastle Avenue
3. Woodcreek Oaks Boulevard/Camino Capistrano/Zinnia Way
4. Woodcreek Oaks Boulevard/Canevari Drive/Arsenault Drive
5. Woodcreek Oaks Boulevard/Pleasant Grove Boulevard

No new counts or intersection analysis is proposed. Documentation or evaluation of bicycle, pedestrian, or transit facilities is excluded from this task.

Existing Plus Project Conditions

Fehr & Peers will use the City of Roseville base year travel demand model to analyze the effects on corridor travel demand associated with widening Woodcreek Oaks Boulevard to four travel lanes between Crimson Ridge Way and Pleasant Grove Boulevard. Fehr & Peers will estimate the change in daily traffic under existing conditions on the segment of Woodcreek Oaks Boulevard to be widened.

Cumulative Conditions

Fehr & Peers will report the average delay and LOS at the five study intersections based on the 2035 CIP Plus Project scenario from the *Amoruso Ranch Specific Plan Final EIR* (AES, 2016). This scenario assumes that the study segment of Woodcreek Oaks Boulevard is widened to four lanes. Fehr & Peers will also report the ADT on the study segment of Woodcreek Oaks Boulevard to be widened from this study.

Fehr & Peers will use the 2035 CIP intersection analysis results (from the *Amoruso Ranch Specific Plan Final EIR*) to assist the project team in determining required lane configurations, turn lane lengths, and traffic signal phasing at the study intersections. Up to four hours of professional staff time will be provided for this effort. No new intersection analysis is proposed as part of this task.

Fehr & Peers will use the 2035 CIP travel demand model to estimate how the proposed widening would affect Vehicle Miles of Travel (VMT) in west Roseville. A subarea, to likely be bounded by Fiddymont Road,

Foothills Boulevard, Blue Oaks Boulevard, and Baseline Road will be developed. The VMT (by 5-mph speed bins) for all travel in this area will be estimated, both without and with the proposed widening.

Fehr & Peers will prepare a draft technical memorandum that summarizes the data collection, analysis, and findings. A final technical memorandum will be submitted after receiving one set of written comments on the draft report. *Fehr and Peers will also attend up to three meetings which may include public workshops, commission meetings or internal meetings with City staff.*

Deliverables: Draft and Final Traffic Technical Memorandum

Task 2.5 Hydrology/Hydraulics/Water Quality

On-Site Roadway Drainage

On-site roadway drainage along Woodcreek Oaks Boulevard is currently collected by a series of inlets located in the median and along the outside curbs. The collected stormwater is conveyed via underground storm drain systems that discharge at various points along Pleasant Grove Creek. These storm drain systems designed to accommodate runoff from the ultimate lane configuration of Woodcreek Oaks Boulevard.

The widening of Woodcreek Oaks Boulevard will require only minor modifications to the existing storm drain systems. Where possible, inlets in the medians will be protected in place; however, where medians are eliminated or reconfigured, some inlets will need to be capped or relocated as needed. The improvements are not anticipated to impact existing curb inlets; however, where new curb is installed, additional inlets will be installed to collect the roadway runoff. These inlets will be connected to the existing storm drain systems or may discharge separately to the creek.

As part of this project, Dokken Engineering will conduct a hydrologic analysis to determine the 100-year flow to each of the existing and proposed inlets that receives runoff from the project site. Using these flows, a hydraulic spread analysis will be conducted to verify that the runoff remains within the shoulder/bike lane in accordance with the City of Roseville's Design Standards for arterials and expressways.

Bridge Hydraulics

The South Branch Pleasant Grove Creek flows through the northerly portion of the project site, conveying water from southeast to northwest under Woodcreek Oaks Boulevard via an existing 3-span concrete slab bridge. At this location, the creek has a watershed area of approximately 5 square miles, conveys approximately 1,000 cubic feet per second of flow during a 100-year storm, and has a delineated FEMA floodplain. The existing bridge was designed with two feet of freeboard over the 100-year water surface elevation. South Branch Pleasant Grove Creek is not a regulated stream of the Central Valley Flood Protection Board.

The widening of Woodcreek Oaks Boulevard will introduce a second parallel bridge upstream of the existing structure. The new bridge will match the span, skew, and pier alignment of the existing bridge and will provide greater freeboard clearance over the 100-year water surface elevation. As a result, impacts to the hydraulics and floodplain of South Branch Pleasant Grove Creek are expected to be insignificant. A hydraulic analysis will be conducted using HEC RAS modeling software to compare the existing and proposed conditions of the creek during 100-year storm conditions. Dokken Engineering will utilize the hydraulic model obtained from the City of Roseville as the existing, baseline model. The proposed model will be developed by adding the new structure immediately upstream of the existing bridge. Results of the existing and proposed models will be compared and evaluated for velocity, freeboard, and changes to

water surface elevation. Dokken will use the results of this analysis to optimize the structure design such that upstream and downstream impacts are reduced and/or eliminated to satisfy design requirements.

As part of this task, Dokken Engineering will also perform a scour analysis based on the methodology specified in FHWA's HEC-18 and HEC-23 Manuals and in-situ soil information obtained from the geotechnical investigation. The scour evaluation will consider pier, abutment, and contraction scour. The potential for aggradation or degradation will also be evaluated based on a review of any recent survey data together with historic data collected from USGS quadrangles. Dokken Engineering will incorporate the results of the scour analysis into the bridge design to ensure stability for the life of the structure.

Water Quality Compliance

Storm water discharge for the City of Roseville is subject to the requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 (Permit) for Small Municipal Separate Storm Sewer Systems (MS4) – Order No. 2013-0001-DWQ. This permit requires that Best Management Practices (BMPs) be implemented to the Maximum Extent Practicable (MEP) to reduce the discharge of pollutants to Waters of the U.S.

The Woodcreek Oaks Widening Project is classified as a Regulated Road Project under the Permit and will increase the impervious area of the project site by less than 50%. Projects in this category are required to implement source controls, low impact development controls, treatment measures, and hydromodification controls to treat storm runoff from the net new impervious area of the project.

Dokken Engineering will determine the required treatment volume and evaluate opportunities to treat and infiltrate this volume along the length of the project. Options for attaining water quality compliance within the suburban landscape of the project include biofiltration swales and infiltration trenches, which can be established within existing landscape buffers or as longitudinal roadway features along the roadway segment closer to South Branch Pleasant Grove Creek.

The results of the on-site drainage analysis, the bridge hydraulic analysis, and the water quality assessment will be summarized in a comprehensive Drainage Study. The study will be submitted to the City for review with the 65% PS&E. Comments will be addressed and the study will be finalized by the 100% PS&E milestone.

Deliverables: Draft and Final Drainage Study

Task 2.6 Utility Coordination

2.6.1 Utility Identification – “A” Letters and Base Map

Letters requesting as-built or record information of the location, size and depth (if applicable) of each utility company's facilities and planned improvements within the study boundaries have been sent under as part of work under a separate contract. A utility base map for use in identifying utility conflicts with the proposed improvements will also be developed under that separate contract. That information will be used to complete the remaining subtasks in this Task.

2.6.2 Utility Verification and Conflict Maps – “B” Letters

Dokken Engineering will review the utility base map in light of the proposed improvements and evaluate the extent of any potential utility conflicts. Dokken Engineering will also determine the extent of prior rights of each utility. Dokken Engineering will prepare and send Utility ‘B’ packages to affected utility companies, which will include the following: ‘B’ Plans (65%) and a City-approved letter notifying the utility companies of

conflicts between existing utility facilities and the proposed work. The letter will also ask the utility companies to verify the conflict, notify them of the need to relocate their facilities and request verification of prior rights. Depending on the extent and significance of the relocations, Dokken will schedule a meeting with the affected utility companies to develop a coordinated relocation plan.

2.6.3 Pothole Existing Utilities

In the event that underground utilities are determined to exist in the area of planned excavations, Dokken Engineering will obtain potholes to define the exact horizontal and vertical location of these utilities. For this task, Dokken will arrange for USA marking, facilitate the traffic control and City permits necessary to perform the work, contract with a potholing company, oversee the field activities, and tie the potholes to the project survey. The end product will include a potholing report complete with photographs.

2.6.4 Utility Base Map

Dokken Engineering will update the Utility Base Map based on the information received from the utility companies and the results from the Utility Potholing efforts. This updated base map will be used to finalize any conflicts the proposed design has with the existing utilities in the project area.

2.6.5 Utility Relocation Agreements and Notice to Owners – "C" Letters

Dokken Engineering will send a copy of the 'C' Final Plans and a City-approved letter to the utility companies at the 100% milestone. The letter will be the final notification to the utility companies that the project is going to construction and will request one last verification that there are no conflicts with the project or, in the event that relocations were necessary, will request confirmation of their relocation plan.

Deliverables: Utility Letters and Plans ('A'), Utility Letters and Plans ('B'), Potholing existing utilities results, Updated Utility Base Map, Utility Letters and Plans ('C')

Task 2.7 Preliminary Design

Dokken Engineering will perform the preliminary design to support the Environmental Document preparation and the 30% Plans and Estimate. The Preliminary Design will be for the widening of Woodcreek Oaks Boulevard from 600 feet north of Pleasant Grove to Crimson Ridge Way. Dokken Engineering will coordinate with the planned private development and frontage improvement near Crimson Ridge Way to account for any curb, gutter and sidewalk that project proposes to construct.

2.7.1 Preliminary Roadway Design

Dokken Engineering will prepare a conceptual alignment plan from 600 feet north of Pleasant Grove Boulevard to Crimson Ridge Way along Woodcreek Oaks Boulevard. This Conceptual Alignment Drawing will show in plan view the proposed widening of Woodcreek Oaks Boulevard. The Conceptual Alignment Drawing will be reviewed and approved by the City. After receiving approval of the Conceptual Alignment Drawing, Dokken Engineering will prepare a Geometric Approval Drawing showing the plan view of the project, profile of Woodcreek Oaks Boulevard, typical sections for Woodcreek Oaks Boulevard, limits of the proposed bridge across Pleasant Grove Creek, and the proposed striping layout for the project. Dokken will also obtain from the City their ADA ramp certifications and identify potentially needed ADA improvements. The GAD will be submitted to the City for review and approval.

Drainage

Roadway drainage plans will be developed in accordance with the system layouts developed during the drainage analysis. Drainage plan sheets will show systems by number and unit and will include inlet locations with station and offset, pipe layouts and sizes and end treatments where appropriate. Pipe profiles will be developed for each system shown on the layout sheets, showing pipe/inlet types and elevations. Drainage detail sheets will be provided for details not covered in the City of Roseville Standard Plans, and quantity sheets will be developed using a tabular format to quantify each system on a per unit basis. Drainage special provisions will be prepared for any drainage-related items not covered in the City's Standard Specifications.

Drainage plans will be prepared for the 30% submittal. Plans, profiles, details and quantities will be submitted at the 65% milestone. Specifications will be added for the 90%, Final and Bid PS&E submittal. Each submittal will include responses to comments from the prior submittal.

Landscape Design

Dokken Engineering, through their subconsultant Callander Associates Landscape Architecture, will use the Landscape Design Guidelines for the Northwest Roseville Specific Plan, Placer County LID Guidebook, and input from the City to develop the landscape plans for the areas of existing landscape median that are impacted by the widening of Woodcreek Oaks Boulevard to the inside to construct the additional lanes and turn pockets. This area is part of the Roseville Coalition of Neighborhood Association Quail Glen #26, and from a landscape perspective, the corridor passes through three distinct zones as it travels north/south. These zones offer opportunity to implement a planting design that is unified but also relates to the zone its passing through. The landscape zone in the southern portion will draw inspiration from the existing Quail Glen plant palettes and will look at opportunities to reduce turf and implement low water use design. Trees will be protected in the median where the opportunity is available, and smaller trees could be relocated where appropriate. A memorandum will be prepared documenting the number and locations of existing trees that could be relocated based on tree size/health and future location. Proper integration of Low Impact Development(LID) principles along this corridor will be critical due to the constraints of the right of way. Removing turf strips adjacent to the right of way and introducing irrigated stormwater flow-thru planter will be investigated and presented to the City. The second zone is the portion that passes through the open space at Blue Oaks Park. The planting in this area should mark an arrival at the park, highlighting the special native habitat in this vital open space. Use of oak trees, rocks, bunch grasses and other native plants will help create a gateway through this area. Certain plants introduced in the southern portion will carry through this area to continue to keep the corridor unified while still signifying arrival at the park. Native non-irrigated vegetated swales to treat and retain storm water will be investigated as part of the preliminary design. The third portion of the project is the transition to the future development to the north in conjunction with the HP development project. Coordination with that proposed design and opportunities to create a transition in the landscape, which will also be documented in the preliminary design.

Staging/Traffic Handling

Dokken Engineering will prepare a staging and traffic handling plan based on the approved Conceptual Alignment. The staging plans for Woodcreek Oaks Boulevard will include the widening to the inside to construct the additional through lanes and left turn lanes at the intersections. The staging and traffic handling design will maintain one lane in each direction for Woodcreek Oaks Boulevard. A concept Staging/Traffic

Handling plan will be submitted to the City for review and conceptual approval prior to the submittal of the 30% Plans.

Project Design/Criteria Memo

Dokken Engineering will prepare a memorandum documenting the design standards used to develop the Preliminary Design and for the Final Design. The memorandum will address the following areas of the proposed project improvements:

- Topographic Mapping and Right of Way Mapping
- Roadway Design (Horizontal & Vertical)
- Roadway Typical Section
- Drainage (Roadway and Bridge)
- Landscape Design
- Staging/Traffic Handling
- Signal Modifications
- Bridge Design
- ADA Improvements

Deliverables: Conceptual Alignment Plan, Geometric Approval Drawing, Project Design/Criteria Memorandum

2.7.2 Preliminary Bridge Design

A Bridge General Plan sheet and Foundation Plan sheet will be developed to show the layout, structure type and foundation type of the proposed Woodcreek Oaks Blvd. Bridge. These plan sheets will be used to coordinate with the geotechnical, hydraulic, civil and environmental groups to ensure that a constructible and compatible bridge layout is provided prior to moving forward with the final design. This plan will also address constructability around the existing sewer and reclaimed water line that pass through the bridge site.

Deliverables: Bridge General Plan and Foundation Plan Sheets

2.7.3 30% Design Plans and Estimate

Based on Geometric Approval Drawing, Preliminary Drainage, Landscape, Staging/Traffic Handling, and the Project Design/Criteria Memorandum, Dokken Engineering will prepare the following sheets:

30 % SUBMITTAL SHEET DESCRIPTION	NO. OF SHEETS
Title Sheet	1
Typical Cross Sections	3
Roadway Plan/Profile (1"=40')	13
Drainage Plans	13
Construction Details	2
Utility Plans	8
Landscaping/Irrigation Concept Plans	14
Signal Modification Plans	12
Erosion Control/Water Pollution Control Plan/Details	8
Staged Construction/Traffic Handling Plans	16
Bridge Plans	10
TOTAL	100

Traffic Signal Modification Plans

Dokken Engineering's subconsultant Fehr & Peers will prepare plans and estimates for traffic signal modifications at the following signalized intersections that are included in the 30% plan submittal to the City:

1. Woodcreek Oaks Boulevard/Horncastle Avenue
2. Woodcreek Oaks Boulevard/Camino Capistrano/Zinnia Way
3. Woodcreek Oaks Boulevard/Canevari Drive/Arsenault Drive

Traffic signal modifications included with the project will be primarily due to the conversion of median into travel lanes and turn pockets. These modifications will include the relocation and addition of overhead traffic signal heads including replacement of signal mast arm poles where necessary to meet current standards for wind load, and installation of additional vehicle detection loops. Other traffic signal improvements may include upgraded/replaced ITS equipment, upgrading to LED lighting, and installation of accessible pedestrian signals near schools.

Dokken Engineering will obtain as-built plans for traffic signals, interconnect, and intersection lighting. We will field check existing conditions, including intersection lane geometrics and existing traffic signal equipment. Potential conflicts between overhead/underground utilities and drainage facilities will be noted for use in the design. Typically no additional specifications beyond the City standards are required for traffic signal work within the City of Roseville. However, we will confirm that with City staff during the design.

Traffic Signal Fiber Optic Design

Fehr & Peers will prepare plans and estimates for the extension of the City's traffic signal interconnect system on Woodcreek Oaks Boulevard between Crimson Ridge Way and Pleasant Grove Boulevard. We will coordinate with City staff to confirm system requirements and prepare a design that is consistent with the City's ITS communication network, which will include replacing existing interconnect with fiber optic.

The City of Roseville designs street lighting internally, so no street light design or modification is included. Should modifications or additions be developed by the City, Dokken will insert the City's plan sheets and technical specifications into the plan set.

Deliverable: 30% Plans and Estimate

Task 3. Final Engineering & Construction Documents

Dokken Engineering will prepare the Final Engineering plans in AutoCAD 2014 or earlier format, the special provisions in MS Word 2010 format, and the construction cost estimate in MS Excel 2010 format.

Task 3.1 65% Plans, Specifications and Estimate

Based on comments received on the 30% plan set, Dokken Engineering will update the previously prepared sheets and further develop and refine the design to include construction details, drainage, traffic handling, and pavement signing and striping. Responses to comments will be documented in a Comment Resolution Matrix and included with the 65% submittal. Upon approval of the Bridge General Plans, Bridge Foundation Plan, roadway profile, roadway alignment and construction staging, Dokken will develop the design calculations and prepare plans for the Woodcreek Oaks Blvd. Bridge in accordance with Caltrans Bridge Design Manuals, incorporating recommendations from Geocon, environmental documents, and permit requirements. Design will consider all temporary, permanent and transient loading conditions per the bridge design specifications and Caltrans Manuals, including loading during each stage of construction. A full set of detailed bridge plans will be prepared with consideration for constructability and public safety.

Dokken will perform the bridge design in accordance with the AASHTO LRFD Bridge Design Specifications, including all California Amendments, Caltrans Bridge Design Details Manual, Caltrans Bridge Design Aids, Caltrans Bridge Memos to Designs, and Caltrans Seismic Design Criteria (SDC).

The detailed bridge plans will be quality checked against the 65% roadway, drainage, hydraulic clearances, and utility plans to ensure compatibility with grading, and utilities.

The 65% submittal is anticipated to consist of the following sheets:

65% Submittal

SHEET DESCRIPTION	NO. OF SHEETS
Title Sheet	1
Survey Control Data	1
Typical Cross Sections	3
Roadway Plan/Profile (1"=40')	13
Construction Details	6
Contour Grading Plan	13
Drainage Plans/Profiles/Details	13
Utility Plans	8
Erosion Control/Water Pollution Control Plan/Details	8
Staged Construction/Traffic Handling Plans	16
Landscaping/Irrigation Plans	14
Signal Modification Plans	12
Summary of Quantities	1
Bridge Plans	10
TOTAL	119

As part of the 65% submittal, Dokken Engineering will prepare a Technical Specification outline for the items of work shown in the plan set. In addition, Dokken Engineering will prepare an Engineers Estimate of construction costs, based on detailed quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments. The estimate format will be the standard Caltrans estimating system. Quantities for all contract items, including cost of lump sum items, will be substantiated by calculations. Quantity calculations will be neat and orderly and will show all sketches, diagrams and dimensions necessary to allow them to be independently used by field engineers. Dokken Engineering will perform an internal QA/QC process on the 65% submittal before submission to the City for review.

Deliverable: 65% Plans, Technical Specification outline, and Engineer's Estimate

Task 3.2 90% Plans, Specifications and Estimate

Dokken Engineering will update the plan set and the engineer's estimate based on the comments received on the 65% design submittal. Response to comments will be documented in a Comment Resolution Matrix and included with the 90% submittal.

An independent bridge design check will be performed by Dokken. The bridge independent check engineer will use the 65%, unchecked detail plan set as a basis for independent structural calculations. A complete structural analysis will be independently performed with no communication with the designer allowed until this task is complete. A thorough review of the details is performed for clarity, capacity, City standards, and

constructability issues. When the independent check is complete, the checker and designer will compare their results and resolve any differences. The calculations will be corrected so that they agree substantially with each other. Agreement is then reached regarding corrections to the plans. After plan corrections, both the designer and checker will review the corrected details to ensure all concerns have been addressed.

Dokken Engineering will prepare the following sheets and documents for the 90% submittal:

90% Submittal	
SHEET DESCRIPTION	NO. OF SHEETS
Title Sheet	1
Survey Control Data	1
Typical Cross Sections	3
Roadway Plan/Profile (1"=40')	13
Construction Details	6
Contour Grading Plan	13
Drainage Plans/Profiles/Details	13
Utility Plans	8
Erosion Control/Water Pollution Control Plan/Details	8
Staged Construction/Traffic Handling Plans	16
Landscaping/Irrigation Plans	14
Signal Modification Plans	12
Summary of Quantities	1
Bridge Plans	10
TOTAL	119

Dokken Engineering will prepare draft technical special provisions to supplement the standard specifications. Dokken Engineering will perform an internal QA/QC process on the 90% submittal before submission to the City for review. When the 90% submittal is sent to the City for review, a copy of the submittal package will be provided to the Constructability Review Consultant. The Constructability Review Consultant will perform an independent check on the PS&E package. All comments will be returned to Dokken Engineering and provided to the City.

Deliverable: 90% Plans, Draft Technical Special Provisions, Quantities, and Engineer's Estimate

Task 3.3 Final Set Plans, Specifications and Estimate

Upon receipt of the 90% review comments from the City and the Constructability Review, Dokken Engineering will revise the PS&E to create the Final Bid Set PS&E documents for the City to review. Permit requirements and City boilerplate contract documents will be added to the specifications to create the contract bidding book. Final technical special provisions will be modified to address any City comments, changes to the plans, or unique revisions to coordinate them with the City boilerplate. Documents will be compared for consistency between the plans, specifications and estimate quantities, and for compliance with the environmental document and applicable mitigation measures. Dokken Engineering will perform an internal QA/QC process on the Final submittal. Response to comments from the 90% review will be documented in a Comment Resolution Matrix and included with the Final Set submittal.

Under this task, a Resident Engineers File will be prepared, complete with information necessary for the RE to administer the construction.

Deliverable: Final Plans, Contract Bidding Book with Technical Special Provisions, Quantities, Engineer's Estimate, Resident Engineers File

Task 3.4 SWPPP

Because the total disturbed area (including staging) is anticipated to exceed 1 acre, a NPDES General Construction Activity Storm Water Permit will be required. To obtain coverage under this permit, Dokken Engineering's Qualified Stormwater Developer (QSD) will prepare and enter the information associated with the Notice of Intent (NOI) into the Regional Water Quality Control Board's SMARTS database. In addition, the QSD will prepare and upload the Storm Water Pollution Prevention Plan (SWPPP) to the SMARTS system.

Preparation of the NOI will include calculating the total disturbed and percent impervious area of the project site and evaluating the risk level classification of the project. It is assumed that all permit fees will be paid directly by the City.

Preparation of the SWPPP will involve the following tasks:

- Developing a detailed project information exhibit;
- Identifying the sources that could add pollutants to storm water discharges or could result in non-storm water discharges;
- Selecting risk level appropriate Best Management Practices (BMPs) that will control each of the identified pollutants;
- Preparing Water Pollution Control Drawings;
- Identifying the required construction site monitoring efforts and, dependent on risk level, preparing a monitoring and sampling exhibit;
- Integrating appropriate post-construction storm water BMPs;
- Developing a maintenance, inspection and repair program.

A draft SWPPP will be provided to the City for review and comment at the 90% PS&E milestone. Upon receipt of City's comments, Dokken Engineering will make the necessary modifications to the SWPPP and prepare a final SWPPP for use in obtaining the NPDES (Section 402) permit. Dokken will provide QSD services through the issuance of the Waste Discharge Identification Number. The contract specifications will require the contractor to update the SWPPP as necessary to be consistent with his construction methods and means, and to provide QSD/QSP personnel for the construction phase.

Deliverable: Draft and Final SWPPP

Task 3.5 Bidding and Construction Support

3.5.1 Bidding Support

Dokken Engineering will be available to assist the City with preparation of the bid package and project description for project advertisement. Dokken Engineering will be available for responding to bidder inquiries, either directly or through the City as determined by the City. Dokken Engineering will also be available to attend one Pre-Bid Meeting, at the City's discretion.

3.5.2 Award Process

Dokken Engineering will be available to assist the City with bid evaluations and award package preparation.

3.5.3 Notice to Proceed and Construction Support

Dokken Engineering will attend one pre-construction meeting. Dokken Engineering will provide ongoing consultation and interpretation of contract documents, as requested. Written responses will be provided to all RFI's and supplemental or revised drawings may be issued to provide clarity to the Resident Engineer and Contractor. Dokken Engineering will prepare a "As-built" or Record Set of drawings of the finished constructed project based on the red lines provided to Dokken Engineering by the City and Resident Engineer of the construction project. The Record Drawings will be provided to the City in AutoCAD format and PDF format.

Deliverable: Bid Addendum (if needed), RFI and revised drawings (if needed), "As-built"/Record Drawings in AutoCAD and PDF format

Task 4. Project Management

Task 4.1 Agency Coordination/Meetings

During the Environmental, Preliminary and Final Design phases, Dokken Engineering will organize, attend, and facilitate meetings to present progress updates, coordinate between technical disciplines, and facilitate overall project communication. At a minimum, this will include one public workshop prior to release of the CEQA document and a presentation to the City of Roseville Transportation Commission during the CEQA document public review and comment period. The Transportation Commission meeting will be an opportunity to receive public comment on the draft ISMND. For each meeting, Dokken Engineering will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. Dokken Engineering will consult with the City's project manager prior to each meeting to get input regarding the agenda. Dokken Engineering will coordinate with agencies not part of the City as necessary during the Environmental, Preliminary Engineering and Final Engineering phases of the project. This coordination will include providing project generated materials to these agencies to inform them about the project.

Deliverable: Meeting notices, agendas and minutes, Project materials

Task 4.2 Work Plan Implementation/Schedule

Dokken Engineering will prepare a Critical Path Method (CPM) Schedule for the Environmental, Preliminary Engineering and Final Engineering phases of the project. The CPM will be submitted to the City for review/approval. Monthly updates to the CPM will be provided at the monthly project meetings. Dokken Engineering will coordinate with City staff on the progress of the project. Monthly progress reports detailing the work performed during the past month, work projected to be performed in the coming month, and list any issues with possible resolutions will be included with the monthly invoices.

Deliverable: CPM, Monthly updates to the CPM, Monthly progress reports, and monthly invoices

Task 5 Optional Tasks

Task 5.1 Right of Way Services

As an optional task, and with written approval from the City, Dokken Engineering shall provide the following services to the City:

Deliverable: Prepare Property Owner Exhibit for two (2) parcels

Prepare a Public Utility Easement/Landscape Easement Plat and Legal Description for two (2) parcels

Provide Appraisal and Acquisition Services for the two (2) parcels that require a Public Utility Easement/Landscape Easement

Task 5.2 New Signalized Intersection Design

As an optional task, and with written approval from the City, Dokken Engineering shall prepare the plans needed to signalize one of the existing unsignalized intersections between Pleasant Grove Boulevard and Crimson Ridge Way along Woodcreek Oaks Boulevard. It is assumed that the proposed design will remain in the existing City right of way, and the intersection that is signalized will be selected based on the results from the Traffic Study and direction from the City.

Deliverable: Signalized Intersection Design Plans and Estimate

Task 5.3 Permits

The proposed project may affect wetlands or other jurisdictional waters that may be under the jurisdiction of the US Army Corp of Engineers (USACE) and/or Regional Water Quality Control Board (RWQCB). Impacts to jurisdictional waters may require permits from the regulatory agencies. Should these permits prove to be needed, City staff will approve their addition to the authorized scope of services. These optional tasks are described below.

5.3.1 Section 401 Water Quality Certification

A Water Quality Certification will be required from the RWQCB for the proposed project, if it will affect wetlands or other waters of the State, to certify that the project is consistent with water quality goals and objectives. Dokken Engineering will prepare an application package for submittal to the RWQCB. A processing fee must be included with the submittal (to be provided by the City of Roseville for inclusion in the application package, estimated at \$600, total fee dependent upon waters impacts).

5.3.2 Section 404 Nationwide Permit

The proposed project will result in discharge of material into waters of the U.S. In the event this occurs, the project will require authorization from the USACE. It is likely that any discharge resulting from this project can be authorized using a Nationwide Permit (NWP) 14 for Linear Transportation projects. Dokken Engineering will prepare a Preconstruction Notification (PCN) to submit to the USACE requesting authorization under a NWP 14, which will include the Cultural Resources Report.

Deliverable: Section 404 Nationwide 14 Fill Permit, Section 401 Water Quality Certification

EXHIBIT A - SCOPE OF SERVICES & BUDGET ESTIMATE PART 2 - BUDGET ESTIMATE

Woodcreek Oaks Boulevard Widening

(from 600' North of Pleasant Grove Boulevard to Crimson Ridge Way)

June 8, 2016

TASK DESCRIPTION	DOKKEN ENGINEERING	CALLANDER ASSOCIATES	GEOCON CONSULTANTS	R.E.Y. ENGINEERS	FEHR & PEERS	CM FIRM*	GRAND TOTAL
Task 1. Environmental Studies/Document	\$55,090.00						\$55,090.00
Task 1.1. Technical Studies	\$16,920.00						\$16,920.00
1.1.1. Cultural Resources Report	\$4,845.00						\$4,845.00
1.1.2. Biological Resources Report	\$4,465.00						\$4,465.00
1.1.3. Noise Memorandum	\$7,610.00						\$7,610.00
Task 1.2. Draft Environmental Document (IS/MND)	\$17,310.00						\$17,310.00
Task 1.3. Final Environmental Document	\$14,050.00						\$14,050.00
Task 1.4. Permits	\$6,810.00						\$6,810.00
1.4.1. Section 1602 Lake & Streambed Alteration Agreement	\$6,810.00						\$6,810.00
Task 2. Preliminary Engineering	\$179,440.00	\$12,745.00	\$24,879.80	\$23,710.00	\$17,000.00		\$257,774.80
Task 2.1. Topographic Mapping	\$905.00			\$17,740.00			\$18,645.00
2.1.1. Field work							
2.1.2. Base Map	\$905.00			\$17,740.00			\$18,645.00
Task 2.2. Right of Way Mapping	\$905.00			\$5,970.00			\$6,875.00
2.2.1. Field work				\$3,190.00			\$3,190.00
2.2.2. Base Map	\$905.00			\$2,780.00			\$3,685.00
Task 2.3. Geotechnical Investigation	\$2,140.00		\$24,879.80				\$27,019.80
2.3.1. Research			\$2,980.00				\$2,980.00
2.3.2. Field work/Testing			\$12,539.80				\$12,539.80
2.3.3. Draft Geotechnical Design Report	\$1,070.00		\$6,070.00				\$7,140.00
2.3.4. Final Geotechnical Design Report	\$1,070.00		\$3,290.00				\$4,360.00
Task 2.4. Traffic Technical Memorandum	\$4,890.00				\$17,000.00		\$21,890.00
2.4.1. Draft Technical Memorandum	\$2,445.00				\$11,915.00		\$14,360.00
2.4.2. Final Technical Memorandum	\$2,445.00				\$5,085.00		\$7,530.00
Task 2.5. Hydrology/Hydraulics/Water Quality	\$33,890.00						\$33,890.00
2.5.1. Research	\$3,880.00						\$3,880.00
2.5.2. Draft Study	\$23,055.00						\$23,055.00
2.5.3. Final Study	\$6,955.00						\$6,955.00
Task 2.6. Utility Coordination	\$43,505.00						\$43,505.00
2.6.1. Utility Identification - "A" Letters							
2.6.2. Utility Verification and Conflict Maps - "B" Letters	\$6,665.00						\$6,665.00
2.6.3. Pathway Existing Utilities	\$24,860.00						\$24,860.00
2.6.4. Utility Base Map	\$6,895.00						\$6,895.00
2.6.5. Utility Relocation Agreements and Notice to Owners - "C" Letters	\$5,085.00						\$5,085.00
Task 2.7. Preliminary Design	\$93,205.00	\$12,745.00					\$105,950.00
2.7.1. Preliminary Roadway Design	\$44,115.00	\$12,745.00					\$56,860.00
2.7.1.1. Conceptual Alignment Drawings & GAD	\$23,440.00						\$23,440.00
2.7.1.2. Prelim Drainage Design	\$7,565.00						\$7,565.00
2.7.1.3. Prelim Landscape Design	\$555.00	\$12,745.00					\$13,300.00
2.7.1.4. Prelim Staging Plan	\$8,005.00						\$8,005.00
2.7.1.5. Project Design/Criteria Memo	\$4,550.00						\$4,550.00
2.7.2. Preliminary Bridge Design	\$5,810.00						\$5,810.00
2.7.3. 30% Design Plans and Estimate	\$43,280.00						\$43,280.00
Task 3. Final Engineering & Construction Documents	\$278,030.00	\$36,994.00	\$2,780.00		\$53,500.00	\$12,000.00	\$383,304.00
Task 3.1. 65% Plans, Specs and Estimate	\$121,860.00	\$8,736.00			\$30,554.00		\$161,150.00
3.1.1. 65% Roadway, Signing & Striping, Grading, Traffic Handling	\$26,170.00						\$26,170.00
3.1.2. 65% Drainage Plans	\$22,900.00						\$22,900.00
3.1.3. 65% Erosion Control & Water Pollution Control Plans	\$24,720.00						\$24,720.00
3.1.4. 65% Landscaping & Irrigation Plans	\$3,330.00	\$8,736.00					\$12,066.00
3.1.5. 65% Signal & Lighting Plans	\$1,980.00				\$30,554.00		\$32,534.00
3.1.6. 65% Bridge Design	\$18,290.00						\$18,290.00
3.1.7. 65% Quantities and Estimate	\$18,300.00						\$18,300.00
3.1.8. 65% Specifications	\$6,170.00						\$6,170.00
Task 3.2. 90% PS&E	\$75,710.00	\$11,269.00			\$14,867.00	\$12,000.00	\$113,846.00
3.2.1. 90% Roadway, Signing & Striping, Grading, Traffic Handling	\$610.00						\$610.00
3.2.2. 90% Drainage Plans	\$14,250.00						\$14,250.00
3.2.3. 90% Erosion Control & Water Pollution Control Plans	\$15,200.00						\$15,200.00
3.2.4. 90% Landscaping & Irrigation Plans	\$1,930.00	\$11,269.00					\$13,199.00
3.2.5. 90% Signal & Lighting Plans	\$2,180.00				\$14,867.00		\$17,047.00
3.2.6. 90% Bridge Design	\$15,990.00						\$15,990.00
3.2.7. 90% Quantities and Estimate	\$15,110.00						\$15,110.00
3.2.8. 90% Specifications	\$5,740.00						\$5,740.00
3.2.9. Constructability Review	\$4,700.00					\$12,000.00	\$16,700.00
Task 3.3. Final Set PS&E	\$48,100.00	\$10,801.00			\$5,579.00		\$64,480.00
3.3.1. Final Roadway, Signing & Striping, Grading, Traffic Handling	\$5,760.00						\$5,760.00
3.3.2. Final Drainage Plans	\$7,240.00						\$7,240.00
3.3.3. Final Erosion Control & Water Pollution Control Plans	\$5,460.00						\$5,460.00
3.3.4. Final Landscaping & Irrigation Plans	\$4,040.00	\$10,801.00					\$14,841.00
3.3.5. Final Signal & Lighting Plans	\$5,940.00				\$5,579.00		\$11,519.00
3.3.6. Final Bridge Design	\$9,040.00						\$9,040.00
3.3.7. Final Quantities and Estimate	\$5,760.00						\$5,760.00
3.3.8. Final Specifications	\$4,860.00						\$4,860.00
Task 3.4. SWPPP	\$9,100.00						\$9,100.00
3.4.1. Draft SWPPP	\$4,550.00						\$4,550.00
3.4.2. Final SWPPP	\$4,550.00						\$4,550.00
Task 3.5. Bidding and Construction Support	\$23,260.00	\$6,188.00	\$2,780.00		\$2,500.00		\$34,728.00
Task 4. Project Management	\$27,290.00						\$27,290.00
Task 4.1. Agency Coordination/Meetings	\$15,260.00						\$15,260.00
Task 4.2. Work Plan Implementation/Schedule	\$12,030.00						\$12,030.00
Task 5. Optional Tasks	\$65,580.00			\$1,380.00			\$66,960.00
Task 5.1. Right of Way Services	\$16,700.00			\$1,380.00			\$18,080.00
5.1.1. Property owner exhibits	\$1,110.00						\$1,110.00
5.1.2. Plats and Legals	\$4,105.00			\$1,380.00			\$5,485.00
5.1.3. Appraisals and Acquisitions	\$11,485.00						\$11,485.00
Task 5.2. Design New Signalized Intersection	\$35,260.00						\$35,260.00
5.2. Design New Signalized Intersection	\$35,260.00						\$35,260.00
Task 5.3. Permitting	\$13,620.00						\$13,620.00
5.3.1. Section 401 Water Quality Certification	\$6,810.00						\$6,810.00
5.3.2. Section 404 Nationwide Permit	\$6,810.00						\$6,810.00
TOTAL HOURS	5,060	439	136	170	458	72	6,335
TOTAL COST	\$605,430.00	\$49,739.00	\$27,659.80	\$25,090.00	\$70,500.00	\$12,000.00	\$790,418.80

*CM firm for Constructability Review to be selected from three proposed firms: Ghirardelli Associates, The Hanna Group, or Psomas.

ORDINANCE NO. 5704

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
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 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Woodcreek Oaks Blvd Widening Project per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling \$760,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Stefanie A. Kemen

DEPARTMENT/DIVISION*: Public Works/Engineering

FISCAL YEAR/EFFECTIVE DATE*: FY 2017

PROPOSED COUNCIL DATE (if applicable): 07/06/2016

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
760,000	20004	6120	221	162502	32	Woodcreek Oaks Widening Project
\$ 760,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
760,000			221			TMF - Available Resources
\$ 760,000	TOTAL					

FINANCE USE	Approved:					
	<i>Kathy Cullen</i>	6/9/16			<i>Walter Haul</i>	
	BUDGET MANAGER/DESIGNEE	DATE			FINANCE DIRECTOR	DATE

Justification for Budget Adjustment*:

The original budget estimate was based on anticipated consultant design fees being lower than they are. Three consultant proposals were received for the project, and all proposed design fees were comparable to those of the selected consultant. This budget adjustment will cover the additional fees needed for the consultant to design the project, as well as for City staff to attend project design meetings, review design submittals, and manage the project.

Approved:		Approved:	
<i>[Signature]</i>	6-9-2016		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 7829
File #: 0102-06

Title: Proclamation - Parks and Recreation Month
Contact: Ellen Worland 916-774-5131 eworland@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.34.

RECOMMENDATION TO COUNCIL

Proclaim July 2016 as Parks and Recreation Month and encourage all citizens to use and enjoy the parks, trails, open spaces, facilities, and recreation opportunities.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not Applicable

Respectfully Submitted,

Ellen Worland, Administrative Assistant

Dion Louthan, Parks, Recreation & Libraries Director

A handwritten signature in blue ink, appearing to be "Dion Louthan", with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Proclamation - Parks and Recreation Month

City of Roseville Proclamation

PARKS AND RECREATION MONTH July 2016

WHEREAS, Parks and Recreation programs are an integral part of communities throughout the country, including Roseville; and

WHEREAS, Parks and Recreation are vitally important to establishing and maintaining quality of life, ensuring the health of citizens, and contributing to the economic and environmental well-being of a community and the region; and

WHEREAS, Parks and Recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, Parks and Recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, attraction and retention of businesses, and crime reduction; and

WHEREAS, Parks and Recreation areas are fundamental to the environmental wellbeing of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, parks and natural recreation areas ensure the ecological beauty of communities and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as PARKS AND RECREATION MONTH every year since 1985, and the City of Roseville recognizes the benefits derived from Parks and Recreation resources and believes *Parks Make Life Better*; and

NOW, THEREFORE, I, CAROL GARCIA, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim the month of **July 2016** as **PARKS AND RECREATION MONTH** and encourage all citizens to use and enjoy the parks, trails, open spaces, facilities, and recreation opportunities.

SIGNED AND APPROVED this 6th day of July, 2016.

CAROL GARCIA, MAYOR

ATTEST:

**SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA**





COUNCIL COMMUNICATION

CC #: 7831
File #: 0102-10

Title: Resolution of Congratulations to Sun City Roseville
Contact: Heather Blanco 916-774-5265 hblanco@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.35.

RECOMMENDATION TO COUNCIL

Recommend Sun City Roseville be congratulated on their 20th Anniversary, and extended best wishes for its continued growth and prosperity in the years to come.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Heather Blanco, Deputy City Clerk

Sonia Orozco, City Clerk

A handwritten signature in blue ink, appearing to be "H. Blanco", with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Congratulations

City of Roseville RESOLUTION

of CONGRATULATIONS

WHEREAS, 2016 marks the 20th Anniversary for Sun City Roseville retirement community; and

WHEREAS, Sun City Roseville is an active adult community with 3,110 homes built by Del Webb between 1995-2000 which offers indoor and outdoor activities; and

WHEREAS, Sun City Roseville is an age-restricted community and at least one resident of each home must be 55 years of age or older; and

WHEREAS, homebuyers in Sun City Roseville can select from 25 different single-family, single story floor plans ranging from 878 to over 2,600 square feet, one to three bedrooms, one to three bathrooms, and one to three car garages; and

WHEREAS, Sun City Roseville Golf Club includes 27 holes, of championship golf designed by Hall-of-Famer Billy Casper and Greg Nash, which provide both high and low handicaps, natural landscape, and picturesque views; and

WHEREAS, Sun City Roseville's Timber Creek Lodge is a 56,000 square-foot facility with a state of the art fitness center and an Olympic size indoor pool and spa and an outdoor pool overlooking the golf course; and

WHEREAS, Sun City Association members are actively involved in numerous civic and charitable organizations in the local community, including the SPCA, and PEACE for Families, with volunteers donating time to Sutter Hospital and to local middle and high schools; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that the **SUN CITY ROSEVILLE** be congratulated on their **20th ANNIVERSARY**, and extended best wishes for its continued growth and prosperity in the years to come.

SIGNED AND APPROVED this 6th day of July, 2016.

CAROL GARCIA, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 7832
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Mike Wixon
Contact: Debbie Dion 916-774-5331 ddion@roseville.ca.us

Meeting Date: 7/6/2016
Item #: 6.36.

RECOMMENDATION TO COUNCIL

Recommend Mike Wixon be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Debbie Dion, Administrative Assistant

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Mike Wixon

City of Roseville RESOLUTION

of

COMMENDATION AND APPRECIATION

WHEREAS, Mike Wixon began his distinguished career with the City of Roseville on April 29, 1991, as an Associate Planner in the Planning Department; and

WHEREAS, as an Associate Planner, Mike worked on numerous land development projects, including the Galleria at Roseville, updated the Subdivision Ordinance, and made presentations to the Planning Commission and Design Review Committee; and

WHEREAS, on July 17, 1999, Mike promoted to Transportation Manager in the Public Works Department and was influential in providing transit services to new specific plan areas and major commercial developments such as the Galleria Mall, Creekside Center, Kaiser Expansion, and the South Placer Justice Center; and

WHEREAS, Mike's scope of responsibility expanded to bikeway management, and on June 28, 2003, his job title changed to Transportation and Bikeway Division Manager and he was instrumental in developing routes for future bus services, bikeways, and pedestrian compatibility for new growth areas; and

WHEREAS, Mike represented the City of Roseville as the liaison to Sacramento Area Council of Government and Placer County Transportation Planning Agency, was staff to the Transportation Commission; and

WHEREAS, on May 12, 2007, Mike's job title changed to Alternative Transportation Manager to better reflect the broader scope of responsibilities of managing Roseville Transit, Bikeway Programs, and the City of Roseville Transportation Systems Management Ordinance; and

WHEREAS, Mike contributed significantly to the creation of "Development Strategies for Transportation" Brochure, operation of the South Placer Transit Information Center, implementation of Google Transit for Roseville, administration of city transit advertising, installation of ZONAR and video cameras on buses, and development of the Pedestrian Master Plan, the ADA Transition Plan, and the Bikeway Master Plan; and

WHEREAS, Mike is retiring after more than 25 years of honorable service to the citizen of Roseville and he will be greatly missed and remembered by all; and

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

SIGNED AND APPROVED this 6th day of July, 2016.

CAROL GARCIA, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 7803

File #: 0709

Title: Homeless Survey - Professional Services Agreement
Contact: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 7/6/2016

Item #: 7.1.

RECOMMENDATION TO COUNCIL

City Council approve the Professional Services Agreement with Sacramento Steps Forward to conduct a survey of the City's homeless population using the Homeless Management Information System and the Vulnerability Index-Service Prioritization Decision Assistance Tool.

BACKGROUND

The City of Roseville supports and collaborates with many local service providers in their mission to serve our homeless including emergency shelter, warm meals, groceries, and even basic medical needs. The City's support and collaboration spans over a variety of nonprofits and programs.

Additionally, the City's Housing Authority administers a Housing Choice Voucher (HCV) program that is federally funded through the US Department of Housing and Urban Development. The Roseville Housing Authority currently has 655 vouchers which are 100% leased up. The primary goal of the HCV program is to provide clean, safe housing and affordable housing as a result it is one of our strongest tools in preventing homelessness.

Even with these efforts in place, the City has a greater interest in understanding the homeless population in Roseville for the purposes of distinguishing if the homeless resources, services and programs currently offered are effective at helping move homeless individuals and families out of homelessness. To meet this goal, it was determined it would be beneficial to the City's homeless efforts if a Needs Assessment was developed for the homeless in our community and region that focuses on the following:

- Understanding who the homeless are in the Roseville
- Understanding individual needs of the homeless
- Understanding which resources meet the needs of the homeless
- Understanding what resources are required to meet the needs of the homeless
- Developing a database of information that can be used to assist individuals throughout their transition from homelessness to stabilized housing

This past May, the City issued a Request for Proposals (RFP) for services that would meet this

objective and would allow the City to have a greater understanding of the homeless population in Roseville and if the homeless resources, services and programs currently offered are effective at helping move homeless individuals and families out of homelessness, if resource/service gaps exist, and how the data can inform policy for the development of an effective homeless strategy for South Placer County.

At the closing date of May 13 the City had received two responsive submittals to the RFP. Sacramento Steps Forward was ranked first upon completion of the review and evaluation of the RFPs by the evaluation team. Therefore, they are the recommended consultant for the contract. Upon approval of the Professional Services Agreement, the project will be implemented with the following steps as outlined in the RFP:

- 30-day outreach targeting unsheltered homeless persons throughout the City.
- 5-navigator outreach team conducting surveys using the HMIS and VI-SPDAT
- Navigator team will be supervised by Sacramento Steps Forward (SSF) Homeless Outreach Field Supervisor will conduct Surveys of the City's homeless community.
- Program and administrative support provided by SSF leadership and operations staff
- At the conclusion of the outreach surveys, the City will be provided with a "by-name-list" of Roseville's unsheltered homeless, A Community Queue Report (report on the characteristics and needs of the assessed individuals) and a Services and Gaps Report (a report on the pairing of resources in South Placer to the individuals assessed.)

City staff will thoroughly review and analyze the information and reports submitted by the consultant and will develop options regarding the City's homeless strategies, based on the review and analysis, for Council's consideration.

FISCAL IMPACT

The cost for the professional services is \$36,814.00. The expenditure is included in the FY2016-17 budget of the Housing Successor's Low and Moderate Income Housing Asset Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-281

PSA- Sacramento Steps Forward

RESOLUTION NO. 16-281

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

WHEREAS, a professional services agreement regarding the Homeless Survey and Reports project, by and between the City of Roseville and Sacramento Steps Forward 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

Project: Homeless Survey and Reports

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Sacramento Steps
Forward, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of conducting a homeless
survey and preparation of related reports; and

WHEREAS, CONSULTANT has prepared a proposal dated May 13, 2016, 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. **Term.** The term of this Agreement shall commence on July 1, 2016 and expire on
October 31, 2016.
2. **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.

3. 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 "A." Total compensation shall not exceed thirty six thousand, eight hundred fourteen dollars (\$36,814).

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.

4. 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'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.

5. 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.

6. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

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

8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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

Mark Wolinski
Government Relations Administrator
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Michele Watts
Chief Operating Officer
1331 Garden Highway, Suite 100
Sacramento, CA 95833

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

21. 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

SACRAMENTO STEPS FORWARD,
a California corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: CEO
and

ATTEST:

BY: 
its: CFO

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
CHRIS ROBLES
Economic Development Director

EXHIBIT "A"



**SACRAMENTO
STEPS FORWARD**

Ending Homelessness. Starting Fresh.

May 13, 2016

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Dear Selection Committee:

Sacramento Steps Forward (SSF) is pleased to submit this proposal in response to the City of Roseville Bid #04-07- *Homeless Survey and Reports*. The proposal will clearly demonstrate SSF's preparedness to perform the services needed in accordance with the requirements outlined in the RFP.

The Cover Letter requirements are below:

Title of this RFP

☐ #04-07 – HOMELESS SURVEY AND REPORTS

Proposer's Name & Mailing Address

Sacramento Steps Forward
1331 Garden Highway, Suite 100
Sacramento, CA 95833

Contact Person

Michele Watts, Chief Operating Officer
Office- (916) 577-9769
Fax- (916) 285-1801
Cell- (916) 502-4212
mwatts@sacstepsforward.org

Regards,

Ryan Looofbourrow, Chief Executive Officer

A



SACRAMENTO STEPS FORWARD

Ending Homelessness. Starting Fresh.

Firm's Qualifications

Sacramento Steps Forward (SSF) is the lead agency responsible for planning and policy to end homelessness in Sacramento. Established in 2010 to take over responsibility for US Department of Housing and Urban Development (HUD) homeless programs from the County of Sacramento, since incorporation the agency has grown to become a leading voice in the homeless services community. The agency oversees 30+ HUD homeless grants, administers the Homeless Management Information System (HMIS), operates Sacramento's Coordinated Entry System for Permanent Housing programs, convenes a 25-member homeless Continuum of Care Advisory Board and supports the work of its many committees, and provides outreach navigation services throughout Sacramento.

For this Homeless Survey and Reports project, project management, outreach/navigation services, and data analysis and reporting will all be provided by SSF staff. Existing staff will fill main roles (see Tab C, Qualifications of Team). We will hire temporary staff to provide outreach services under supervision by the Field Supervisor and Homeless Outreach Director. We will use temporary staff for this function because of the short-term nature of the project and because current outreach workers are already assigned to other areas.

B



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Experience and References

Sacramento Steps Forward began providing Outreach/Navigation services in January 2015. We began with three outreach workers under a contract with the City of Sacramento and have grown to a team of nearly 20, funded through over 10 different contracts with local government, Property-based Business Improvement Districts (PBIDs), and private organizations. SSF Navigators conduct homeless outreach, assessment, and service-connection services to unsheltered people in designated geographic areas. From Day 1, the navigator begins building a trusting relationship with his or her clients. After a few encounters, as rapport grows, the navigator conducts an assessment of the client's vulnerability and service needs. The vulnerability assessment SSF uses is called the Vulnerability Index- Service Prioritization Decision Assistance Tool or "VI-SPDAT." This tool collects a variety of information about the circumstances of a person's homelessness, measures vulnerability and recommends the most appropriate permanent housing assistance based on that vulnerability. In addition to the VI-SPDAT, the navigator also collects information about the service needs of the client and makes appropriate referrals. The ultimate goal of the navigator-client relationship is to move the client into permanent housing. To this end, in addition to service connections, the navigator works with the client to get "document-ready" to move into a publicly funded permanent housing program or to his or her own apartment; "doc-ready" documents include IDs, proof of income, social security numbers, etc.

References

A complete list of SSF's outreach contracts by funder can be found on page 2 of this section. Three government contract references are provided below:

City of Sacramento
Emily Halcon, City Homeless Coordinator
(916) 808-7896
EHalcon@cityofsacramento.org

County of Sacramento
Eduardo Ameneyro, County Homeless Services Manager
(916) 875-3828
ameneyroe@saccounty.net

Sacramento Public Library
Jessica Zaker, Supervisor
(916) 442-8575

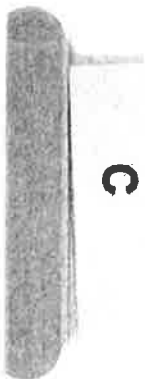
Outreach Navigator Deployment Areas & FTEs

Management

Homeless Outreach Director (1 FTE)

Field Supervisor (1 FTE)

Area	Contract Type	FTEs
City of Sacramento	Government	3.0
County of Sacramento	Government	5.0
Downtown Sacramento Partnership	PBID	2.0
Midtown Business Association	PBID	0.5
Sutter Hospital (Midtown)	Private	1.0
Downtown Library	Government	1.0
The River District	PBID	1.0
Dignity Health	Private	1.0
Sacramento Regional Transit Authority	Government	1.0
Total		15.5
<i>Pending Contracts</i>		
City of Rancho Cordova	Government	1.0
City of Folsom (temporary, 6-month agreement)	Government	0.25



C



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Qualifications of Team

In addition to overall project management, this project consists of two distinct staffing: Outreach/Navigation for collection of data in the field and Data Analysis and Reporting for the production of the Homeless Survey Report and Service Needs Assessment. The teams are outlined below.

Project Management

Michele Watts, Chief Operating Officer- Project Manager

- Michele has 15 years of experience in the nonprofit sector, including five years serving on the management team at SSF.

Outreach/Navigation

Peter Muse, Homeless Outreach Director- Project Planning, Navigator Training Coordination

- Peter has served as the Homeless Outreach Director since the department's launch in January 2015. He built the outreach team from three members to nearly 20 today.

Patrick Cornell, Field Supervisor- Supervision of Navigators, Execution of Deployment Schedule

- Patrick was among the first outreach navigators hired in January 2015 and was promoted to Field Supervisor as soon as the team became large enough to require an additional level of management.

Data Analysis and Reporting

Amanda Sittrop, HUD Programs Director- Analysis and Reporting management

- Amanda has over 15 years of experience managing projects in the nonprofit and government sectors. She is new to the current team.

Manjit Kaur, HMIS Program Manager- Data Quality Management & Reporting

- Manjit has over 10 years of experience in the nonprofit sector. She has been with SSF since we launched our HMIS Department in 2012.





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Project Understanding

As further outlined in the Project Plan (Tab E), Sacramento Steps Forward's (SSF) understanding of this project is as follows:

Homeless Survey

- A survey of all unsheltered homeless individuals is to be conducted, collecting information about population demographics, subpopulation characteristics (veteran status, for example), and factors contributing to homelessness. The survey will need to be conducted over a period of time in order to reach the entire population and create a "By Name List" of all homeless persons.
- SSF's homeless outreach model is well-suited to the goals of this RFP. SSF is already assessing and surveying clients on a daily basis and building a "By Name List" of people experiencing homelessness. The outreach process described in Experience and Reference (Tab B) speaks to how our navigators connect with their homeless clients, a skill essential to conducting surveys with this population. We use technology, including cell phones and tablets connected to data plans, in order to collect data in real time with clients in the field. This also supports a high participation rate for the survey, as respondents do not have to go anywhere to participate. Because the team is connected to the data system directly, the need for a data entry step in the survey process is eliminated.

Reports

- SSF regularly analyzes data and produces reports through our Homeless Management Information System department. For the reporting component of this project, SSF has the experience and the data system to analyze our findings and produce high quality reports. Reporting on population characteristics and needs, as well as service gaps, is an ongoing activity within the organization.



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Project Plan

Based on SSF's experience implementing a strong homeless outreach and standardized assessment system, SSF proposes the following Project Plan for the Homeless Survey and Reports project. The Project Plan is easily adapted to serve Roseville and Rocklin or Roseville only. SSF proposes 30 days of outreach and survey data collection in each city, beginning with Roseville. If Rocklin does not participate, the field work will simply end in Roseville after 30 days.

- 30-day outreach effort per city, targeting unsheltered homeless persons throughout the City of Roseville or the Cities of Roseville and Rocklin
- 5-navigator outreach team conducting Surveys (VI-SPDAT) on iPads
- Navigator team supervised by SSF Homeless Outreach Field Supervisor
- Program and administrative support provided by SSF leadership and operations staff
- Deliverables include standardized assessments and a "by name list" of Roseville and Rocklin unsheltered homeless, Community Queue Report (report on the characteristics and needs of the individuals assessed), and Services and Gaps Report (report on pairing resources in South Placer County to the individuals assessed)

SSF will assemble a five-member navigation team, comprised of temporary staff. The team will participate in one week of training in preparation for the outreach project, including training on use of the VI-SPDAT (Vulnerability Index- Service Prioritization Decision Assistance Tool, a standard assessment of need and barriers) and the data collection system, best practices in street outreach and engagement of clients, and field safety and communications. The VI-SPDAT and other data collected represent the Homeless Survey component of this project. The team's deployment will be supervised by the SSF Field Supervisor. The team will enumerate the total number of homeless persons, conduct the VI-SPDAT with every willing participant, and also track individuals encountered but unwilling to complete the assessment. The team will begin with Roseville, followed by Rocklin. Based on the expected concentration of unsheltered homeless persons in these cities, we expect that this field work can be completed in 30 days in each community. At the end of each 30-day field work timeframe, Roseville and Rocklin will have VI-SPDAT assessment results for and a "by name list" of the unsheltered homeless persons within city limits; this list will tell you the key characteristics and needs of the population and the right combination of permanent housing types needed to address their homelessness.

As follow up to the outreach effort, SSF will deliver a Homeless Survey Report (based on data collected in the VI-SPDAT) outlining the key characteristics and housing needs of the individuals assessed, by city and in aggregate, 30 days after the completion of the field work. A Services and Gaps Report on the pairing resources in South Placer County to the individuals assessed will be produced within 60 days after the completion of the field work





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Cost Proposal

Two versions of the budget for the Homeless Survey and Reports are presented below. The first budget is for the City of Roseville only. The second budget is for the City of Roseville and the City of Rocklin.

Roseville & Rocklin Homeless Survey & Reports Budget

	Roseville	Rocklin
<i>Personnel (5.0 FTE Navigators)</i>		
Training- Roseville Share	\$2,100	-
Training- Rocklin Share	-	\$2,100
Roseville Outreach (30 days)	\$16,800	-
Rocklin Outreach (30 days)	-	\$16,800
Supervision- Roseville	\$3,750	-
Supervision- Rocklin	-	\$3,750
<i>Personnel Subtotal</i>	\$22,650	\$22,650
<i>Operations</i>		
iPads (5 @ \$439 each)	\$2,195	-
cell phones (5 @ \$300 each)	\$1,500	-
Service and data plans	\$500	\$500
uniforms (5)- Roseville Share	\$300	-
uniforms (5)- Rocklin Share	-	\$300
Roseville incentives (200 meal cards)	\$1,025	-
Rocklin incentives (200 meal cards)	-	\$1,025
Roseville transportation	\$300	-
Rocklin transportation	-	\$300
<i>Operations Subtotal</i>	\$5,820	\$2,125
<i>Reporting</i>		
Homeless Survey Report- Roseville	\$1,000	-
Homeless Survey Report- Rocklin	-	\$1,000
Services and Gaps Report- Roseville	\$1,000	-
Services and Gaps Report- Rocklin	-	\$1,000
<i>Reporting Subtotal</i>	\$2,000	\$2,000
<i>Admin (12%)</i>	\$3,656	\$3,213
TOTAL	\$34,126	\$29,988
Combined Total	\$62,994	

Roseville Only Homeless Survey & Reports Budget

<i>Personnel (5.0 FTE Navigators)</i>	
Training	\$4,200
Outreach (30 days)	\$16,800
Supervision	\$3,750
<i>Personnel Subtotal</i>	<i>\$24,750</i>
<i>Operations</i>	
iPads (5 @ \$439 each)	\$2,195
cell phones (5 @ \$300 each)	\$1,500
Service and data plans	\$500
uniforms (5)	\$600
incentives (200 meal cards)	\$1,025
transportation	\$300
<i>Operations Subtotal</i>	<i>\$6,120</i>
<i>Reporting</i>	
Homeless Survey Report	\$1,000
Services and Gaps Report	\$1,000
<i>Reporting Subtotal</i>	<i>\$2,000</i>
<i>Admin (12%)</i>	<i>\$3,944</i>
TOTAL	\$36,814

Personnel

The personnel expenses reflected in these budgets cover the cost of a 5-member full-time outreach/navigator team plus supervision. A one-week training period is followed by 30 days of outreach (per city) to complete the assessments/surveys portion of the project and generate a By Name List of people experiencing homelessness in the city or cities.

Operations

The operations expenses reflected in these budgets cover the cost of 5 full-time navigators conducting outreach in the field. Cell phones and tablets enable the team to communicate and to access the Homeless Management Information System remotely and collect information and conduct assessments/surveys. Meal card incentives are included as a potential tool to encourage participation by the homeless population.

Reporting

The reporting expenses reflected in these budgets cover the cost of producing the reports requested in the RFP.





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Required Statements/Documents

Sacramento Steps Forward agrees to all requirements of this RFP, including the following elements required for this section.

Required Statements

For Contract Section 5.0:

Sacramento Steps Forward commits to non-substitution of designated team members without approval by City Staff.

For Contract Section 10.4:

Sacramento Steps Forward and its employees are free of any known conflict of interest connected to this project.

For Contract Section 10.7:

Sacramento Steps Forward can provide the indemnification and insurance required for this project.

For Contract Section 10.21:

Sacramento Steps Forward confirms that nothing contained in the proposal being submitted is proprietary.

Required Document

The Proposers Certification can be found on page 2 of this section.

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.

Sacramento Steps Forward

NAME OF BUSINESS

Ryan Loof

SIGNATURE

Ryan Loofbourrow, Chief Executive Officer

NAME & TITLE, TYPED OR PRINTED

1331 Garden Highway, Ste. 100, Sacramento, CA 95833

MAILING ADDRESS

(916) 577-9785

TELEPHONE NUMBER

rloof@sacstepsforward.org

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company



COUNCIL COMMUNICATION

CC #: 7794

File #: 0103-07-02, 0103-09-02, 0103-34-02, 0103-44-02

Title: Board and Commission Bi-Annual Vacancies

Contact: Mary Esquivel 916-774-5266 mesquivel@roseville.ca.us

Meeting Date: 7/6/2016

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Appoint two (2) members to the Economic Development Advisory Committee with terms ending June 30, 2018, from the following seven (7) individuals who submitted applications for consideration: Donna Chabrier, Alyson Murphy, Colin Roe, Geoff Sakala, Darin Starkey, Matthew Tryon and Jefferson Willoughby.

Appoint two (2) members to the Planning Commission with terms ending June 30, 2020, from the following thirteen (13) individuals who submitted applications for consideration: Christopher Scott Blangeres, Erich Brashears, Donna Chabrier, Bruce Houdesheldt, Kevin Lee, Dale Liang, David McClain, Cynthia Moore, Alyson Murphy, Michael Schmittner, Matthey Tryon, Robert Weatherford, and Jefferson Willoughby.

Appoint one (1) member to the Public Utilities Commission with a term ending June 30, 2020, from the following ten (10) individuals who submitted applications for consideration: Philip Scott Haskins, Kevin Lee, Dale Liang, Robert Lyss, Charles McClain, David McClain, James McHan, Cynthia Moore, Laxmi Rao, and Robert Weatherford.

Appoint two (2) members to the Roseville Grants Advisory Commission with terms ending June 30, 2020, from the following six (6) individuals who submitted applications for consideration: K. Ellaison Carroll, Kristine Dohner, Dawn Heywood, Robert Lyss, Laxmi Rao, and Geoff Sakala.

BACKGROUND

Appointments to the Economic Development Advisory Committee, Planning Commission, Public Utilities Commission, and Roseville Grants Advisory Commission are due to be made at this time as part of the bi-annual recruitment process. Recruitment for all vacancies occurred in June 2016, video interviews of all applicants were conducted by the City Clerk's department, and the City Attorney's office reviewed the Statement of Economic Interests (Form 700) for potential conflicts of interest. The applications, video interviews, and Attorney review were compiled and provided to the City Council for consideration.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Appointment of members to boards, commissions and committees are not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 5378). Consequently, no CEQA action is required.

Respectfully Submitted,

Mary Esquivel, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 7828

File #: 0206-03-01

Title: HP Campus Oaks Community Facilities District No. 2 (Public Services) - Resolution of Formation

Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Monty Hanks 916-774-5313 mhanks@roseville.ca.us

Meeting Date: 7/6/2016

Item #: 9.1.

RECOMMENDATION TO COUNCIL

It is requested that City Council conduct a Public Hearing and adopt the following resolutions of formation and Ordinance to form the HP Campus Oaks Community Facilities District (CFD) No. 2 for public services:

- Resolution of Formation of City of Roseville HP Campus Oaks Community Facilities District No. 2 (Public Services)
- Resolution Calling Special Landowner Election City of Roseville HP Campus Oaks Community Facilities District No. 2 (Public Services)
- Resolution Declaring Results of Special Landowner Election and Directing Recording of Special Tax Lien City of Roseville HP Campus Oaks Community Facilities District No. 2 (Public Services)
- Ordinance of the City of Roseville Levying Special Tax Within Community Facilities City of Roseville HP Campus Oaks Community Facilities District No. 2 (Public Services)

BACKGROUND

On June 1, 2016 the City Council adopted Resolution of Intention #16-205, to Form a Community Facilities District and Levy a Special Tax in HP Campus Oaks CFD No. 2, and set July 6, 2016 at 7:00 p.m. as the time and place to conduct a public hearing.

The purpose of the public hearing is to: 1) hear all interested parties on the matters pertaining to the formation of the CFD; 2) call a special election of the eligible voters in the CFD (landowners); 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 the fourth amendment to their Development Agreement to participate in a CFD to provide a funding mechanism to pay for ongoing maintenance of the neighborhood parks, streetscapes, paseos and open space parcels within the Campus Oaks

property. The property within the boundaries of the CFD will be assessed the special taxes as described in the Rate and Method of Apportionment.

FISCAL IMPACT

The CFD will generate special taxes, levied on the landowner's annual property tax bill, that will pay for the maintenance of the neighborhood parks, streetscapes, paseos and open space parcels within the Campus Oaks property, as well as annual CFD administration. 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.

ECONOMIC DEVELOPMENT / JOBS CREATED

The number of jobs created due to the maintenance of the neighborhood parks, streetscapes, paseos and open space parcels within the Campus Oaks property is unknown at this time.

ENVIRONMENTAL REVIEW

This is not considered a "project" as defined by the California Environmental Quality Act (CEQA), Section 15273 of the CEQA guidelines and therefore no CEQA action is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Monty Hanks, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 16-304

Resolution No. 16-305

Resolution No. 16-306

Ordinance Levying Special Tax

Notice of Special Tax Lien

HP Campus Oaks CFD 2-Hearing Report

Notice of Public Hearing

**RESOLUTION NO. 16-304
OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE
STATE OF CALIFORNIA**

RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT

**CITY OF ROSEVILLE
HP Campus Oaks Community Facilities District No. 2
(Public Services)**

RESOLVED by the City Council (the "Council") of the City of Roseville (the "City"), County of Placer, State of California, that:

WHEREAS, this Council, on June 1, 2016, adopted a resolution entitled "Resolution of Intention to Establish a Community Facilities District" (the "Resolution of Intention"), stating its intention to form "City of Roseville HP Campus Oaks Community Facilities District No. 2 (Public Services)" (the "CFD") 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") in order to levy a special tax (the "Special Tax") to finance all or a part of certain services (the "Services"), as described in the Resolution of Intention;

WHEREAS, the Resolution of Intention, incorporating a map of the proposed boundaries of 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 CFD to pay for the Services (the "Rate and Method"), is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein, except as amended by this resolution;

WHEREAS, on July 6, 2016, 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;

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the Services to be provided therein and the levy of such special tax according to the Rate and Method 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; and

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of Services and the Rate and Method 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.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. **Recitals Correct.** The foregoing recitals are true and correct.
2. **No Majority Protest.** The proposed CFD 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 levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.
4. **Name of the CFD.** The community facilities district designated "City of Roseville HP Campus Oaks Community Facilities District No. 2 (Public Services)" of the City is hereby established pursuant to the Act.
5. **Boundaries of CFD.** The boundaries of the CFD, as set forth in the map of the CFD heretofore recorded in the Placer County Recorder's Office on June 3, 2016, in Book 3 of Maps of Assessment and Community Facilities Districts at Page 74, as document number 2016-0043670, are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD.
6. **Description of Services.** The Services proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in Exhibit A hereto and by this reference incorporated herein.
7. **Special Tax.**
 - a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, 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, 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 B attached hereto and hereby incorporated herein.
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. The Services are in addition to those provided in the territory of the CFD as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof.
9. **Responsible Official.** The City Finance Director (or such officer's designee) of the City of Roseville, 311 Vernon Street, Roseville, CA 95678, telephone number 916-774-5200, 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 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 \$5,000,000 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.

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 _____, 2016, by the following vote of the City Council:

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

Mayor

ATTEST:

City Clerk

EXHIBIT A

CITY OF ROSEVILLE HP Campus Oaks Community Facilities District No. 2 (Public Services)

DESCRIPTION OF SERVICES

The authorized services to be funded from the levy and collection of annual special taxes include those set forth below in addition to the costs associated with collecting and administering the special taxes and annual administering the District for the HP Campus Oaks Project (Project). The authorized services to be funded for the HP Campus Oaks Community Facilities District (CFD) No. 2 (Public Services) include these:

1. Open Space improvement, operations and management, monitoring, maintenance (including general maintenance, signage, 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, 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 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:
 - Woodcreek Oaks Boulevard (east side only)
 - Blue Oaks Boulevard (south side only)
 - HP Way

- Painted Desert Road
 - Crimson Ridge Road
5. Neighborhood Park maintenance, and repair and replacement.
 6. Storm water management, water quality structural controls, including drainage swales constructed between storm drain facilities and receiving waters.
 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 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 B

City of Roseville
HP Campus Oaks Community Facilities District No. 2
(Public Services)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND
MANNER OF COLLECTION OF SPECIAL TAX
(MAY 10, 2016)

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 the HP Campus Oaks 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 a County Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" means the actual or 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 his or her designee.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the

preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"Annual Costs" means for each Fiscal Year, the total of (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 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**.

"Authorized Services" mean those services, as listed in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2016, and ending June 30, 2017.

"Building Permit" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"CFD" means the HP Campus Oaks Community Facilities District No. 2 (Public Services) of the City of Roseville, Placer County, California.

"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.

"County" means the County of Placer, California.

"County 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.

"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 or Multifamily Parcels or for Nonresidential Uses on Nonresidential Use Parcels.

"Development Plan" means a condominium plan, apartment plan, site plan, or other 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, and Nonresidential Parcel.

"Expected Land Use(s)" means the total number of Units or Acres of each land use type by Tax Category expected within each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 1** of this RMA.

"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 residential Parcels.

"Finance Director" means the Finance Director for the City, or his or her designee.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"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" means a Parcel zoned by the City as Light Industrial (Tech./Business Park).

"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.

"Multifamily" or **"Multifamily Parcel"** means any Parcel or Development Plan designated or developed for more than one residential dwelling Unit per Parcel. Such uses may consist of apartments or multifamily structures such as duplexes, triplexes, or time-share units.

"Nonresidential Use" means a Taxable Parcel with land uses other than Residential Uses.

"Original Parcel" means a Taxable Parcel identified in **Attachment 1** (and shown in **Map 1**) at formation of the CFD based on the Large Lot Subdivision Map recorded on December 23, 2015.

"Parcel" means any County 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 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 Parcel 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 Parcel within the boundaries of a Large Lot Parcel (identified in **Attachment 1**) that has not been mapped for final development approval. 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.

"RMA" means the Rate and Method of Apportionment 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 a division of a Parcel into two or more Parcels through 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.

"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) Very Low Affordable Housing. If a Taxable Parcel is acquired by a public agency, the Parcel shall remain a Taxable Parcel based on the provisions of **Section 4.g**.

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 Parcel, an individual residential Unit in an apartment building.

"Very Low Income Affordable Housing" means homes developed to house residents whose incomes do not exceed 50-percent of the median income for the area, as defined by the United States Department of Housing and Urban Development (HUD). Parcels with such homes are tax-exempt under this CFD.

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 that 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 for each Original Parcel at CFD Formation, which is determined for each Large Lot Parcel based on the Expected Land Uses within 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, prior to further Subdivision, the Administrator determines there are multiple Assessor's Parcels within 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 within 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 within 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 within that Assessor's Parcel.

- c. Assignment of the Maximum Annual Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, use the following steps to assign the Maximum Annual Special Tax to new Successor Parcels. 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. Use the following procedures to assign the Maximum Annual Special Tax to Single-Family Parcels:

- A. If the number of Single-Family Parcels is equal to or greater than the Expected Land Uses shown for the Large Lot Parcel in **Attachment 1**, assign the Maximum Annual Special Tax per Unit by Tax Category shown in **Attachment 1** to each Single-Family Parcel created by the Subdivision.
- B. If fewer Single-Family Parcels are created by the Subdivision and if **Attachment 1** shows that the Large Lot Parcel is not assigned any Affordable Units, divide the total amount of Maximum Annual Special Tax assigned to the Large Lot Parcel in **Attachment 1** by the total number of actual Single-Family Parcels created by the Final Small Lot Subdivision Map for such Large Lot Parcel. Assign this amount calculated per Unit to each Single-Family Parcel created by the Subdivision.

If fewer Single-Family Parcels are created by the Subdivision and if **Attachment 1** shows that the Large Lot Parcel is assigned Affordable Units, for each newly created Taxable Parcel within the Subdivision designated as an Affordable Unit, assign the Maximum Annual Special Tax Rate shown for the Affordable Units in **Attachment 1** to the newly created Taxable Parcels designated as Affordable Units. At formation of the CFD, only Large Lots Parcel Number 7 (CO-5), Number 3 (CO-21), Number 9 (CO-22), and Number 18 (CO-23) are assigned such Affordable Units. As a special note, Affordable Units on Large Lot Parcel Number 3 (CO-21) are not assigned any Maximum Annual Special Tax. For the remaining newly created Single-Family Parcels within the Subdivision that are not Affordable Units, subtract the Maximum Annual Special Tax Revenue from all the newly created Affordable Units from the Maximum Special Tax Revenue for the entire Large Lot Parcel being Subdivided and divide that resulting amount by the number of Single-Family Parcels that are not Affordable

Units; assign the amount so calculated per Unit to each Single-Family Parcel created by the Subdivision that is not an Affordable Unit.

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 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, if the Subdivision produces the same number of Units or a greater number of Units as compared to the Expected Land Uses anticipated in **Attachment 1** for that portion of the Original or Successor Parcel, assign the Maximum Annual Special Tax Rate per Unit by Tax Category in **Attachment 1** for that portion of the Original or Successor Parcel being Subdivided into Single-Family Parcels.
 - C. For each area Subdivided into Single-Family Parcels, if fewer Single-Family Parcels are created by the Subdivision and if **Attachment 1** shows that the Original or Successor Parcel is not assigned any Affordable Units, divide the total amount of Maximum Annual Special Tax assigned to that portion of the Original or Successor Parcel in **Attachment 1** being Subdivided into Single-Family Parcels by the total number of actual Single-Family Parcels created by the Final Small Lot Subdivision Map within that portion of the Large Lot Parcel. Assign this amount calculated per Unit to each new Single-Family Parcel created by the Subdivision.
 - D. For each area Subdivided into Single-Family Parcels, if fewer Single-Family Parcels are created by the Subdivision and if **Attachment 1** shows that the Original or Successor Parcel is assigned Affordable Units, for each newly created Taxable Parcel within the Subdivision designated as an Affordable Unit, assign the Maximum Annual Special Tax Rate shown for the Affordable Units in **Attachment 1** to the newly created Taxable Parcels designated as Affordable Units. At formation of the CFD, only Large Lots Parcel Number 7 (CO-5), Number 3 (CO-21), Number 9 (CO-22), and Number 18 (CO-23) are assigned such Affordable Units. As a special note, Affordable Units on Large Lot Parcel Number 3 (CO-21) are not assigned any Maximum Annual Special Tax. For the remaining newly created Single-Family Parcels within the Subdivision that are not Affordable Units, subtract the Maximum Annual Special Tax Revenue from all the newly created Affordable Units from the Maximum Special Tax Revenue for that portion of the Original or Successor Parcel being Subdivided into Single-Family Parcels and divide that resulting amount by the number of Single-Family Parcels that are not Affordable Units; assign the amount so calculated per Unit to each Single-Family Parcel created by the Subdivision that is not an Affordable Unit.

- 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, including Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Special Tax for all Single-Family Parcels from the 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.c.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.c.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 Original or Successor Parcel are Subdivided creating multiple land use and Tax Categories:
- A. Identify the Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided.
- B. For each Taxable Successor Parcel created by Subdivision multiply the Maximum Annual Special Tax per Unit or per Acre by the number of Units (Single Family Parcels and Multifamily Parcels excluding Large Lot Number 3 [CO-21]) or by the number of Acres (Large Lot Parcel Number 3 [Multifamily Parcel CO-21] or Nonresidential Parcels). For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units, except for Large Lot Parcel Number 3 (CO-21), for which the Affordable Units are not assigned a Maximum Annual Special Tax.
- C. Sum the Maximum Annual Special Tax for each Taxable Successor Parcel and compare it to the Maximum Annual Special Tax of the Original or Successor Parcel that is being Subdivided. If the sum of Maximum Annual Special Tax for each Taxable Successor Parcel is greater than the Maximum Annual Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Special Tax calculated above for each Taxable Successor Parcel.
- D. If the Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being subdivided is greater than the sum of Maximum Annual Special Tax for each Taxable Successor Parcel being created, increase proportionately the Maximum Annual Special Tax per Unit or Per Acre (excluding the Maximum Annual Special Tax for Affordable Units consistent with **Section 4.c.1.B**) on each Taxable Successor Parcel such that the sum of Maximum Annual Special Tax for all Taxable Successor Parcels equals the Maximum Annual Special Tax for the Original Parcel.
4. If an Original or Successor Parcel is Zoned, Rezoned and/or Subdivided into Light Industrial Uses and One or more Remainder Parcels. In the event that a Large Lot Map is recorded and/or any Taxable Parcels are zoned to light industrial use creating one or

more Taxable Parcels that are Light Industrial Uses and Remainder Parcels, 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 Light Industrial Parcels and Remainder Parcels from such Subdivision. The Maximum Annual Special Tax shall be assigned to Light Industrial Parcels or Remainder Parcels using the greater of the following items:

- A. Multiply the Taxable Acreage for each Light Industrial Parcel and for each Remainder Parcel by the Maximum Special Tax per Acre for Light Industrial Uses from **Attachment 2**. Sum the Maximum Annual Special Tax from each new Light Industrial Parcel and each new Remainder Parcel and compare the sum to the Maximum Annual Special Tax from the Original Parcel(s) or Successor Parcel(s) being Subdivided. If the sum of Maximum Annual Special Tax for each new Light Industrial Parcel and new Remainder Parcel is greater than the Maximum Annual Special Tax for the Original Parcel(s) or Successor Parcel(s), the Administrator shall apply the Maximum Annual Special Tax as so calculated for each new Light Industrial Uses and Remainder Parcel. If the sum of Maximum Annual Special Taxes from all new Light Industrial Uses and Remainder Parcels is less than the Maximum Annual Special Tax from the Original Parcel(s) or Successor Parcel(s) being subdivided, assign the Maximum Annual Special Tax to each new Light Industrial Uses and Remainder Parcel as described below.
- B. Sum the Maximum Annual Special Tax from all Original or Successor Parcels being Subdivided. Allocate this total Maximum Annual Special Tax to each new Light Industrial and Remainder Parcel created by the Subdivision on a pro rata basis to all such Light Industrial Parcels and Remainder Parcels based on the percentage share of Taxable Acreage identified for each Light Industrial Parcel and Remainder Parcel.
- d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Special Tax per Unit based on their Tax Category as shown in **Attachment 1**, as adjusted by the Tax Escalation Factor.
- e. Transfer of the Assigned Maximum Annual Special Tax from One Large Lot 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 Finance Director, 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 effect 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. If such a transfer is requested and approved by the Finance Director, the Administrator may apply the following steps to redistribute the Maximum Special Tax among the Parcels:

- Step 4.e.1. Determine the Maximum Annual Special Tax associated with the land uses that will be transferred by multiplying the number of residential Units or nonresidential Acreage by the Maximum Annual Special Tax Rate per Unit identified for the Units or Acreage in **Attachment 1** (escalated by the Tax Escalation Factor to the then-current Fiscal Year).
- Step 4.e.2. Subtract the amount determined in *Step 4.e.1.* from the Maximum Annual Special Tax for the Large Lot Parcel from which the Units or Acreage will be transferred to determine the new Maximum Annual Special Tax for the Large Lot Parcel.
- Step 4.e.3. Add the amount determined in *Step 4.e.1.* to the Maximum Annual Special Tax for the Large Lot Parcel to which the Units or Acreage is being transferred to determine the new Maximum Annual Special Tax for the Large Lot Parcel.
- f. 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.**
- g. 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 Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
- b. Assignment of the Maximum Annual Special Tax to Taxable Parcels. The Maximum Annual Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4.**

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.** 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 Finance Director appealing the levy of the Special Tax. The Finance Director then

will promptly review the appeal and, if necessary, will meet with the applicant. If the Finance Director 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 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
 HP Campus Oaks CFD No. 2 (Public Services)
 Maximum Annual Special Tax in the Base Year [1]

Large Lot Number	Specific Plan Lot Designation	Assessor's Parcel Number	Tax Category	Acres	No. of Units	Maximum Annual Special Tax Rate per Unit [2]	Unit of Measure	Maximum Annual Special Tax per Large Lot [2]
1	CO-31	017-231-016	BP	5.45	n/a	\$2,590	per Acre	\$14,116
2	CO-41	017-231-017	CC	13.16	n/a	\$1,560	per Acre	\$20,530
3	CO-21	017-231-018	HDR	4.94	87	\$177	per Unit	\$15,399
3	CO-21	017-231-018	HDR/Aff Very Low		38	\$0	per Unit	\$0
Lot 3 Subtotals				4.94	125			\$15,399
4	CO-42	017-231-019	CC	6.20	n/a	\$1,560	per Acre	\$9,672
5	CO-51	017-231-020	T/BP-LI	15.20	n/a	\$547	per Acre	\$8,314
6	CO-75	017-231-021	P/QP	2.20	0	Tax-Exempt		\$0
7	CO-5	017-231-022	MDR	4.66	27	\$352	per Unit	\$9,504
7	CO-5	017-231-022	MDR/Affordable		19	\$177	per Unit	\$3,363
Lot 7 Subtotals				4.66	46			\$12,867
8	CO-4	017-231-023	MDR	8.37	84	\$352	per Unit	\$29,568
9	CO-22	017-231-024	HDR	7.19	95	\$177	per Unit	\$16,815
9	CO-22	017-231-024	HDR/Aff Low		24	\$0	per Unit	\$0
Lot 9 Subtotals				7.19	119			\$16,815
10	CO-15	017-231-025	MDR	2.51	19	\$352	per Unit	\$6,688
11	CO-52	017-231-026	T/BP-LI	17.64	n/a	\$547	per Acre	\$9,649
12	CO-13	017-231-027	MDR	3.40	24	\$352	per Unit	\$8,448
13	CO-14	017-231-028	MDR	4.42	50	\$352	per Unit	\$17,600
14	CO-7	017-231-029	LDR	9.78	58	\$352	per Unit	\$20,416
15	CO-11	017-231-030	MDR	4.72	34	\$352	per Unit	\$11,968
16	CO-12	017-231-031	MDR	4.89	34	\$352	per Unit	\$11,968
17	CO-16	017-231-032	MDR	2.65	19	\$352	per Unit	\$6,688
18	CO-23	017-231-033	HDR	4.93	58	\$177	per Unit	\$10,266
18	CO-23	017-231-033	HDR/Aff Low		14	\$0	per Unit	\$0
Lot 18 Subtotals				4.93	72			\$10,266
19	CO-6	017-231-034	LDR	8.14	48	\$352	per Unit	\$16,896
20	CO-1	017-231-035	LDR	6.10	36	\$352	per Unit	\$12,672
21	CO-24a	017-231-036	HDR	2.35	40	\$177	per Unit	\$7,080
22	CO-24b	017-231-037	HDR	2.35	40	\$177	per Unit	\$7,080
23	CO-3	017-231-038	LDR	16.58	64	\$352	per Unit	\$22,528
24	CO-76	017-231-039	P/QP	0.32	n/a	Tax-Exempt		\$0
25	CO-2	017-231-040	LDR	6.21	36	\$352	per Unit	\$12,672
C	CO-62	017-231-041	Tax-Exempt	5.70	n/a	Tax-Exempt		Tax-Exempt
B	CO-63	017-231-042	Tax-Exempt	0.90	n/a	Tax-Exempt		Tax-Exempt
A	CO-61	017-231-043	Tax-Exempt	2.20	n/a	Tax-Exempt		Tax-Exempt
D	CO-81	017-231-044	Tax-Exempt	0.84	n/a	Tax-Exempt		Tax-Exempt
E	CO-82	017-231-045	Tax-Exempt	0.86	n/a	Tax-Exempt		Tax-Exempt
F	CO-65	017-231-046	Tax-Exempt	1.30	n/a	Tax-Exempt		Tax-Exempt
G	CO-64	017-231-047	Tax-Exempt	2.40	n/a	Tax-Exempt		Tax-Exempt
Totals				197.88	948			\$309,900

"att1"

[1] FY 2016-17 is the Base Year

[2] Increases in each Fiscal Year following the Base Year by the Tax Escalation Factor.

Attachment 2
HP Campus Oaks CFD No. 2 (Public Services)
Maximum Annual Special Tax per Tax Category - Base Year [1]

Tax Category	Maximum Annual Special Tax per Unit or Per Acre [2]	Unit of Measure	Original Parcel/ Large Lot Parcel Numbers	Original Assessor's Parcel Numbers
LDR	\$352.00	Per Unit	(20, 25, 23, 19, 14)	017-231-035, 017-231-040, 017-231-038, 017-231-034, 017-231-029
MDR	\$352.00	Per Unit	(7 - portion, 8, 15, 16, 12, 10, 17)	017-231-030, 017-231-031, 017-231-027, 017-231-025, 017-231-032 017-231-022 (portion), 017-231-023
MDR (Affordable)	\$177.00	Per Unit	(7 - portion)	017-231-022 (portion)
HDR	\$177.00	Per Unit	(3 - portion, 9 - portion, 18 - portion, 21, 22)	017-231-018 (portion), 017-231-024 (portion), 017-231-033 (portion) 017-231-036, 017-231-037
HDR Affordable Low	\$0.00	Per Unit	(9 - portion, 18 - portion)	017-231-024 (portion), 017-231-033 (portion)
HDR Affordable Very Low	\$0.00	Per Unit	(3 - portion)	017-231-018 (portion)
BP	\$2,590.00	Per Acre	(1)	017-231-016
CC	\$1,560.00	Per Acre	(2, 4)	017-231-017, 017-231-019
T/BP-LI	\$547.00	Per Acre	(5, 11)	017-231-020, 017-231-026

"att2"

[1] FY 2016-17 is the Base Year
 [2] Increases in each Fiscal Year following the Base Year by the Tax Escalation Factor.

**RESOLUTION NO. 16-305
OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE
STATE OF CALIFORNIA**

RESOLUTION CALLING SPECIAL LANDOWNER ELECTION

**CITY OF ROSEVILLE
HP Campus Oaks Community Facilities District No. 2
(Public Services)**

RESOLVED by the City Council (the "Council") of the City of Roseville (the "City"), County of Placer, State of California, that:

WHEREAS, this Council has adopted, on July 6, 2016, a resolution entitled "Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), ordering the formation of the "City of Roseville Community Facilities District No. 2 (Public Services)" (the "CFD"), 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, IT IS HEREBY ORDERED as follows:

1. Issues Submitted. Pursuant to the Act, the issues of the levy of the special tax and the establishment of an annual appropriations limit shall be submitted to the qualified electors (as described 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 not exempt from the special tax.

3. Conduct of Election. This Council hereby calls a special election to consider the issues described in section 1, above, which election shall be held on July 6, 2016, and the results thereof canvassed at the meeting of this Council on July 6, 2016. 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 City Clerk has on file the Resolution of Formation, a map of the boundaries of the CFD, and a sufficient description to allow the City 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 Section 4108 is 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. Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot shall be enclosed with the ballot, have the return postage prepaid, and contain the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot.

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 City 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 measure are hereby waived, as provided in Section 53327 of the Act.

6. Accountability. Pursuant to Section 50075.1 of the California Government Code, the following accountability provisions shall apply to the special taxes: (a) the Services and the incidental costs thereof, all as described in the Resolution of Formation, 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 report if required by Section 50075.3 of the California 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 _____, 2016, by the following vote of the City Council:

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

Mayor

ATTEST:

City Clerk

EXHIBIT A

**CITY OF ROSEVILLE
HP Campus Oaks Community Facilities District No. 2
(Public Services)**

**OFFICIAL BALLOT
SPECIAL TAX ELECTION**

This ballot is for a special, landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Roseville no later than the hour of 7:00 p.m. on Wednesday, July 6, 2016, either by mail or in person. The City Clerk's office is located at 311 Vernon Street, Roseville, California.

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 of the City of Roseville and obtain another.

BALLOT MEASURE: Shall the City of Roseville be authorized to annually levy a special tax solely on lands within the City of Roseville HP Campus Oaks Community Facilities District No. 2 (Public Services) (the "CFD") in accordance with the rate and method contained in the "Resolution of Formation of Community Facilities District" for the CFD ("Resolution of Formation") adopted by the City Council of the City on July 6, 2016, commencing in the City's fiscal year 2016-17, to pay for the municipal services described in the Resolution of Formation and to pay the costs of the City in administering the CFD, and shall the annual appropriations limit of the CFD be established in the amount of \$5,000,000?

YES: _____

NO: _____

By execution in the space provided below, you also confirm your written waiver of the time limit pertaining to the conduct of the election and any requirement for analysis and arguments with respect to the ballot measure.

Number of Votes:

Property Owner:

By: _____

Name: _____

Title: _____

**RESOLUTION NO. 16-306
OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE
STATE OF CALIFORNIA**

**RESOLUTION DECLARING RESULTS OF SPECIAL LANDOWNER
ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL
TAX LIEN**

**CITY OF ROSEVILLE
HP Campus Oaks Community Facilities District No. 2
(Public Services)**

RESOLVED by the City Council (the "Council") of the City of Roseville (the "City"), County of Placer, State of California, that:

WHEREAS, this Council has, on July 6, 2016, adopted a resolution entitled "Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), ordering the formation of the "City of Roseville HP Campus Oaks Community Facilities District No. 2 (Public Services)" (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").

WHEREAS, under the provisions of the Resolution of Formation and pursuant to a resolution entitled "A Resolution of the City Council of the City of Roseville 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, IT IS HEREBY ORDERED as follows:

- 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 approval of an annual appropriations limit of not to exceed \$5,000,000, 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 Special 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 fifteen (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 _____, 2016, by the following vote of the City Council:

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

Mayor

ATTEST:

City Clerk

EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

**CITY OF ROSEVILLE
HP Campus Oaks Community Facilities District No. 2
(Public Services)**

I hereby certify that on July 6, 2016, I canvassed the returns of the election held on July 6, 2016, in the City of Roseville HP Campus Oaks 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>	<u>Votes Cast</u>	<u>YES</u>	<u>NO</u>
City of Roseville HP Campus Oaks Community Facilities District No. 2 (Public Services) Special Tax Election, July 6, 2016.	_____	_____	_____	_____

BALLOT MEASURE: Shall the City of Roseville be authorized to annually levy a special tax solely on lands within the City of Roseville HP Campus Oaks Community Facilities District No. 2 (Public Services) (the "CFD") in accordance with the rate and method contained in the "Resolution of Formation of Community Facilities District" for the CFD ("Resolution of Formation") adopted by the City Council of the City on July 6, 2016, commencing in the City's fiscal year 2016-17, to pay for the municipal services described in the Resolution of Formation and to pay the costs of the City in administering the CFD, and shall the annual appropriations limit of the CFD be established in the amount of \$5,000,000?

YES: _____

NO: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on _____, 2016.

By: _____
City Clerk
City of Roseville

ORDINANCE
OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE
STATE OF CALIFORNIA

ORDINANCE LEVYING SPECIAL TAX WITHIN HP CAMPUS OAKS
COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES)

WHEREAS, on June 1, 2016, this City Council (the "Council") adopted a resolution entitled "Resolution of Intention to Establish A Community Facilities District" (the "Resolution of Intention"), and has conducted proceedings (the "Proceedings") to establish "City of Roseville HP Campus Oaks Community Facilities District No. 2 (Public Services)" (the "CFD") 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 municipal 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 held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and a rate and method of apportionment of the special tax (the "Rate and Method") 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 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 "Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), pursuant to which it completed the Proceedings for the establishment of the CFD, the authorization of the levy of a special tax within the CFD (the "Special Tax"), 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; and

WHEREAS, on July 6, 2016, 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, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE as follows:

Section 1. By the passage of this ordinance, the Council hereby authorizes and levies the Special Tax within the CFD pursuant to the Act, at the rate and in accordance with the amended rate and method of apportionment of Special Tax set forth in the Resolution of Formation, which rate and method is by this reference incorporated herein. The Special Tax is hereby levied commencing in fiscal year 2016-17 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 City Manager 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, 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. The City Manager of the City (or a designee) is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Placer 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 the County of Placer for fiscal year 2016-17 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, 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. The Mayor shall sign this ordinance and the City Clerk shall cause the same to be published immediately after its passage at least once in a newspaper of general circulation circulated in the City.

Section 8. This ordinance shall take effect 30 days from the date of final passage.

I hereby certify that the foregoing Ordinance was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2016, by the following vote of the City Council:

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

Mayor

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

City Clerk
City of Roseville
311 Vernon Street
Roseville, California 95678

NOTICE OF SPECIAL TAX LIEN

**CITY OF ROSEVILLE
HP Campus Oaks 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 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 A attached hereto and hereby made a part hereof.

The special tax is authorized to be levied within "City of Roseville HP Campus Oaks 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 B 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 in the Placer County Recorder's Office on June 3, 2016, in Book 3 of Maps of Assessment and Community Facilities Districts at Page 74, as document number 2016-0043670, 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 Finance Director of the City of Roseville, 311 Vernon Street, Roseville, California 95678; telephone number 916-774-5200.

Dated: _____, 2016

By: _____
City Clerk,
City of Roseville

EXHIBIT A

CITY OF ROSEVILLE HP Campus Oaks Community Facilities District No. 2 (Public Services)

DESCRIPTION OF SERVICES

The authorized services to be funded from the levy and collection of annual special taxes include those set forth below in addition to the costs associated with collecting and administering the special taxes and annual administering the District for the HP Campus Oaks Project (Project). The authorized services to be funded for the HP Campus Oaks Community Facilities District (CFD) No. 2 (Public Services) include these:

1. Open Space improvement, operations and management, monitoring, maintenance (including general maintenance, signage, 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, 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 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:
 - Woodcreek Oaks Boulevard (east side only)
 - Blue Oaks Boulevard (south side only)
 - HP Way
 - Painted Desert Road

- Crimson Ridge Road
5. Neighborhood Park maintenance, and repair and replacement.
 6. Storm water management, water quality structural controls, including drainage swales constructed between storm drain facilities and receiving waters.
 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 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 B

City of Roseville
HP Campus Oaks Community Facilities District No. 2
(Public Services)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND
MANNER OF COLLECTION OF SPECIAL TAX
(MAY 10, 2016)

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 the HP Campus Oaks 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 a County Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" means the actual or 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 his or her designee.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the

preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"Annual Costs" means for each Fiscal Year, the total of (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 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**.

"Authorized Services" mean those services, as listed in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2016, and ending June 30, 2017.

"Building Permit" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"CFD" means the HP Campus Oaks Community Facilities District No. 2 (Public Services) of the City of Roseville, Placer County, California.

"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.

"County" means the County of Placer, California.

"County 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.

"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 or Multifamily Parcels or for Nonresidential Uses on Nonresidential Use Parcels.

"Development Plan" means a condominium plan, apartment plan, site plan, or other 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, and Nonresidential Parcel.

"Expected Land Use(s)" means the total number of Units or Acres of each land use type by Tax Category expected within each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 1** of this RMA.

"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 residential Parcels.

"Finance Director" means the Finance Director for the City, or his or her designee.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"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" means a Parcel zoned by the City as Light Industrial (Tech./Business Park).

"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.

"Multifamily" or **"Multifamily Parcel"** means any Parcel or Development Plan designated or developed for more than one residential dwelling Unit per Parcel. Such uses may consist of apartments or multifamily structures such as duplexes, triplexes, or time-share units.

"Nonresidential Use" means a Taxable Parcel with land uses other than Residential Uses.

"Original Parcel" means a Taxable Parcel identified in **Attachment 1** (and shown in **Map 1**) at formation of the CFD based on the Large Lot Subdivision Map recorded on December 23, 2015.

"Parcel" means any County 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 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 Parcel 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 Parcel within the boundaries of a Large Lot Parcel (identified in **Attachment 1**) that has not been mapped for final development approval. 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.

"RMA" means the Rate and Method of Apportionment 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 a division of a Parcel into two or more Parcels through 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.

"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) Very Low Affordable Housing. If a Taxable Parcel is acquired by a public agency, the Parcel shall remain a Taxable Parcel based on the provisions of **Section 4.g**.

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 Parcel, an individual residential Unit in an apartment building.

"Very Low Income Affordable Housing" means homes developed to house residents whose incomes do not exceed 50-percent of the median income for the area, as defined by the United States Department of Housing and Urban Development (HUD). Parcels with such homes are tax-exempt under this CFD.

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 that 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 for each Original Parcel at CFD Formation, which is determined for each Large Lot Parcel based on the Expected Land Uses within 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, prior to further Subdivision, the Administrator determines there are multiple Assessor's Parcels within 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 within 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 within 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 within that Assessor's Parcel.

- c. Assignment of the Maximum Annual Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, use the following steps to assign the Maximum Annual Special Tax to new Successor Parcels. 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. Use the following procedures to assign the Maximum Annual Special Tax to Single-Family Parcels:

- A. If the number of Single-Family Parcels is equal to or greater than the Expected Land Uses shown for the Large Lot Parcel in **Attachment 1**, assign the Maximum Annual Special Tax per Unit by Tax Category shown in **Attachment 1** to each Single-Family Parcel created by the Subdivision.
- B. If fewer Single-Family Parcels are created by the Subdivision and if **Attachment 1** shows that the Large Lot Parcel is not assigned any Affordable Units, divide the total amount of Maximum Annual Special Tax assigned to the Large Lot Parcel in **Attachment 1** by the total number of actual Single-Family Parcels created by the Final Small Lot Subdivision Map for such Large Lot Parcel. Assign this amount calculated per Unit to each Single-Family Parcel created by the Subdivision.

If fewer Single-Family Parcels are created by the Subdivision and if **Attachment 1** shows that the Large Lot Parcel is assigned Affordable Units, for each newly created Taxable Parcel within the Subdivision designated as an Affordable Unit, assign the Maximum Annual Special Tax Rate shown for the Affordable Units in **Attachment 1** to the newly created Taxable Parcels designated as Affordable Units. At formation of the CFD, only Large Lots Parcel Number 7 (CO-5), Number 3 (CO-21), Number 9 (CO-22), and Number 18 (CO-23) are assigned such Affordable Units. As a special note, Affordable Units on Large Lot Parcel Number 3 (CO-21) are not assigned any Maximum Annual Special Tax. For the remaining newly created Single-Family Parcels within the Subdivision that are not Affordable Units, subtract the Maximum Annual Special Tax Revenue from all the newly created Affordable Units from the Maximum Special Tax Revenue for the entire Large Lot Parcel being Subdivided and divide that resulting amount by the number of Single-Family Parcels that are not Affordable

Units; assign the amount so calculated per Unit to each Single-Family Parcel created by the Subdivision that is not an Affordable Unit.

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 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, if the Subdivision produces the same number of Units or a greater number of Units as compared to the Expected Land Uses anticipated in **Attachment 1** for that portion of the Original or Successor Parcel, assign the Maximum Annual Special Tax Rate per Unit by Tax Category in **Attachment 1** for that portion of the Original or Successor Parcel being Subdivided into Single-Family Parcels.
 - C. For each area Subdivided into Single-Family Parcels, if fewer Single-Family Parcels are created by the Subdivision and if **Attachment 1** shows that the Original or Successor Parcel is not assigned any Affordable Units, divide the total amount of Maximum Annual Special Tax assigned to that portion of the Original or Successor Parcel in **Attachment 1** being Subdivided into Single-Family Parcels by the total number of actual Single-Family Parcels created by the Final Small Lot Subdivision Map within that portion of the Large Lot Parcel. Assign this amount calculated per Unit to each new Single-Family Parcel created by the Subdivision.
 - D. For each area Subdivided into Single-Family Parcels, if fewer Single-Family Parcels are created by the Subdivision and if **Attachment 1** shows that the Original or Successor Parcel is assigned Affordable Units, for each newly created Taxable Parcel within the Subdivision designated as an Affordable Unit, assign the Maximum Annual Special Tax Rate shown for the Affordable Units in **Attachment 1** to the newly created Taxable Parcels designated as Affordable Units. At formation of the CFD, only Large Lots Parcel Number 7 (CO-5), Number 3 (CO-21), Number 9 (CO-22), and Number 18 (CO-23) are assigned such Affordable Units. As a special note, Affordable Units on Large Lot Parcel Number 3 (CO-21) are not assigned any Maximum Annual Special Tax. For the remaining newly created Single-Family Parcels within the Subdivision that are not Affordable Units, subtract the Maximum Annual Special Tax Revenue from all the newly created Affordable Units from the Maximum Special Tax Revenue for that portion of the Original or Successor Parcel being Subdivided into Single-Family Parcels and divide that resulting amount by the number of Single-Family Parcels that are not Affordable Units; assign the amount so calculated per Unit to each Single-Family Parcel created by the Subdivision that is not an Affordable Unit.

- 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, including Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Special Tax for all Single-Family Parcels from the 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.c.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.c.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 Original or Successor Parcel are Subdivided creating multiple land use and Tax Categories:

- A. Identify the Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided.
- B. For each Taxable Successor Parcel created by Subdivision multiply the Maximum Annual Special Tax per Unit or per Acre by the number of Units (Single Family Parcels and Multifamily Parcels excluding Large Lot Number 3 [CO-21]) or by the number of Acres (Large Lot Parcel Number 3 [Multifamily Parcel CO-21] or Nonresidential Parcels). For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units, except for Large Lot Parcel Number 3 (CO-21), for which the Affordable Units are not assigned a Maximum Annual Special Tax.
- C. Sum the Maximum Annual Special Tax for each Taxable Successor Parcel and compare it to the Maximum Annual Special Tax of the Original or Successor Parcel that is being Subdivided. If the sum of Maximum Annual Special Tax for each Taxable Successor Parcel is greater than the Maximum Annual Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Special Tax calculated above for each Taxable Successor Parcel.
- D. If the Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being subdivided is greater than the sum of Maximum Annual Special Tax for each Taxable Successor Parcel being created, increase proportionately the Maximum Annual Special Tax per Unit or Per Acre (excluding the Maximum Annual Special Tax for Affordable Units consistent with **Section 4.c.1.B**) on each Taxable Successor Parcel such that the sum of Maximum Annual Special Tax for all Taxable Successor Parcels equals the Maximum Annual Special Tax for the Original Parcel.

4. If an Original or Successor Parcel is Zoned, Rezoned and/or Subdivided into Light Industrial Uses and One or more Remainder Parcels. In the event that a Large Lot Map is recorded and/or any Taxable Parcels are zoned to light industrial use creating one or

more Taxable Parcels that are Light Industrial Uses and Remainder Parcels, 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 Light Industrial Parcels and Remainder Parcels from such Subdivision. The Maximum Annual Special Tax shall be assigned to Light Industrial Parcels or Remainder Parcels using the greater of the following items:

- A. Multiply the Taxable Acreage for each Light Industrial Parcel and for each Remainder Parcel by the Maximum Special Tax per Acre for Light Industrial Uses from **Attachment 2**. Sum the Maximum Annual Special Tax from each new Light Industrial Parcel and each new Remainder Parcel and compare the sum to the Maximum Annual Special Tax from the Original Parcel(s) or Successor Parcel(s) being Subdivided. If the sum of Maximum Annual Special Tax for each new Light Industrial Parcel and new Remainder Parcel is greater than the Maximum Annual Special Tax for the Original Parcel(s) or Successor Parcel(s), the Administrator shall apply the Maximum Annual Special Tax as so calculated for each new Light Industrial Uses and Remainder Parcel. If the sum of Maximum Annual Special Taxes from all new Light Industrial Uses and Remainder Parcels is less than the Maximum Annual Special Tax from the Original Parcel(s) or Successor Parcel(s) being subdivided, assign the Maximum Annual Special Tax to each new Light Industrial Uses and Remainder Parcel as described below.
- B. Sum the Maximum Annual Special Tax from all Original or Successor Parcels being Subdivided. Allocate this total Maximum Annual Special Tax to each new Light Industrial and Remainder Parcel created by the Subdivision on a pro rata basis to all such Light Industrial Parcels and Remainder Parcels based on the percentage share of Taxable Acreage identified for each Light Industrial Parcel and Remainder Parcel.
- d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Special Tax per Unit based on their Tax Category as shown in **Attachment 1**, as adjusted by the Tax Escalation Factor.
- e. Transfer of the Assigned Maximum Annual Special Tax from One Large Lot 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 Finance Director, 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 effect 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. If such a transfer is requested and approved by the Finance Director, the Administrator may apply the following steps to redistribute the Maximum Special Tax among the Parcels:

- Step 4.e.1. Determine the Maximum Annual Special Tax associated with the land uses that will be transferred by multiplying the number of residential Units or nonresidential Acreage by the Maximum Annual Special Tax Rate per Unit identified for the Units or Acreage in **Attachment 1** (escalated by the Tax Escalation Factor to the then-current Fiscal Year).
- Step 4.e.2. Subtract the amount determined in *Step 4.e.1.* from the Maximum Annual Special Tax for the Large Lot Parcel from which the Units or Acreage will be transferred to determine the new Maximum Annual Special Tax for the Large Lot Parcel.
- Step 4.e.3. Add the amount determined in *Step 4.e.1.* to the Maximum Annual Special Tax for the Large Lot Parcel to which the Units or Acreage is being transferred to determine the new Maximum Annual Special Tax for the Large Lot Parcel.
- f. 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**.
- g. 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 Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
- b. Assignment of the Maximum Annual Special Tax to Taxable Parcels. The Maximum Annual Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.

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**. 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 Finance Director appealing the levy of the Special Tax. The Finance Director then

will promptly review the appeal and, if necessary, will meet with the applicant. If the Finance Director 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 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
 HP Campus Oaks CFD No. 2 (Public Services)
 Maximum Annual Special Tax in the Base Year [1]

Large Lot Number	Specific Plan Lot Designation	Assessor's Parcel Number	Tax Category	Acres	No. of Units	Maximum Annual Special Tax Rate per Unit [2]	Unit of Measure	Maximum Annual Special Tax per Large Lot [2]
1	CO-31	017-231-016	BP	5.45	n/a	\$2,590	per Acre	\$14,116
2	CO-41	017-231-017	CC	13.16	n/a	\$1,560	per Acre	\$20,530
3	CO-21	017-231-018	HDR	4.94	87	\$177	per Unit	\$15,399
3	CO-21	017-231-018	HDR/Aff Very Low		38	\$0	per Unit	\$0
Lot 3 Subtotals				4.94	125			\$15,399
4	CO-42	017-231-019	CC	6.20	n/a	\$1,560	per Acre	\$9,672
5	CO-51	017-231-020	T/BP-LI	15.20	n/a	\$547	per Acre	\$8,314
6	CO-75	017-231-021	P/QP	2.20	0	Tax-Exempt		\$0
7	CO-5	017-231-022	MDR	4.66	27	\$352	per Unit	\$9,504
7	CO-5	017-231-022	MDR/Affordable		19	\$177	per Unit	\$3,363
Lot 7 Subtotals				4.66	46			\$12,867
8	CO-4	017-231-023	MDR	8.37	84	\$352	per Unit	\$29,568
9	CO-22	017-231-024	HDR	7.19	95	\$177	per Unit	\$16,815
9	CO-22	017-231-024	HDR/Aff Low		24	\$0	per Unit	\$0
Lot 9 Subtotals				7.19	119			\$16,815
10	CO-15	017-231-025	MDR	2.51	19	\$352	per Unit	\$6,688
11	CO-52	017-231-026	T/BP-LI	17.64	n/a	\$547	per Acre	\$9,649
12	CO-13	017-231-027	MDR	3.40	24	\$352	per Unit	\$8,448
13	CO-14	017-231-028	MDR	4.42	50	\$352	per Unit	\$17,600
14	CO-7	017-231-029	LDR	9.78	58	\$352	per Unit	\$20,416
15	CO-11	017-231-030	MDR	4.72	34	\$352	per Unit	\$11,968
16	CO-12	017-231-031	MDR	4.89	34	\$352	per Unit	\$11,968
17	CO-16	017-231-032	MDR	2.65	19	\$352	per Unit	\$6,688
18	CO-23	017-231-033	HDR	4.93	58	\$177	per Unit	\$10,266
18	CO-23	017-231-033	HDR/Aff Low		14	\$0	per Unit	\$0
Lot 18 Subtotals				4.93	72			\$10,266
19	CO-6	017-231-034	LDR	8.14	48	\$352	per Unit	\$16,896
20	CO-1	017-231-035	LDR	6.10	36	\$352	per Unit	\$12,672
21	CO-24a	017-231-036	HDR	2.35	40	\$177	per Unit	\$7,080
22	CO-24b	017-231-037	HDR	2.35	40	\$177	per Unit	\$7,080
23	CO-3	017-231-038	LDR	16.58	64	\$352	per Unit	\$22,528
24	CO-76	017-231-039	P/QP	0.32	n/a	Tax-Exempt		\$0
25	CO-2	017-231-040	LDR	6.21	36	\$352	per Unit	\$12,672
C	CO-62	017-231-041	Tax-Exempt	5.70	n/a	Tax-Exempt		Tax-Exempt
B	CO-63	017-231-042	Tax-Exempt	0.90	n/a	Tax-Exempt		Tax-Exempt
A	CO-61	017-231-043	Tax-Exempt	2.20	n/a	Tax-Exempt		Tax-Exempt
D	CO-81	017-231-044	Tax-Exempt	0.84	n/a	Tax-Exempt		Tax-Exempt
E	CO-82	017-231-045	Tax-Exempt	0.86	n/a	Tax-Exempt		Tax-Exempt
F	CO-65	017-231-046	Tax-Exempt	1.30	n/a	Tax-Exempt		Tax-Exempt
G	CO-64	017-231-047	Tax-Exempt	2.40	n/a	Tax-Exempt		Tax-Exempt
Totals				197.88	948			\$309,900

"att1"

[1] FY 2016-17 is the Base Year

[2] Increases in each Fiscal Year following the Base Year by the Tax Escalation Factor.

Attachment 2
HP Campus Oaks CFD No. 2 (Public Services)
Maximum Annual Special Tax per Tax Category - Base Year [1]

Tax Category	Maximum Annual Special Tax per Unit or Per Acre [2]	Unit of Measure	Original Parcel/ Large Lot Parcel Numbers	Original Assessor's Parcel Numbers
LDR	\$352.00	Per Unit	(20, 25, 23, 19, 14)	017-231-035, 017-231-040, 017-231-038, 017-231-034, 017-231-029
MDR	\$352.00	Per Unit	(7 - portion, 8, 15, 16, 12, 10, 17)	017-231-030, 017-231-031, 017-231-027, 017-231-025, 017-231-032 017-231-022 (portion), 017-231-023
MDR (Affordable)	\$177.00	Per Unit	(7 - portion)	017-231-022 (portion)
HDR	\$177.00	Per Unit	(3 - portion, 9 - portion, 18 - portion, 21, 22)	017-231-018 (portion), 017-231-024 (portion), 017-231-033 (portion) 017-231-036, 017-231-037
HDR Affordable Low	\$0.00	Per Unit	(9 - portion, 18 - portion)	017-231-024 (portion), 017-231-033 (portion)
HDR Affordable Very Low	\$0.00	Per Unit	(3 - portion)	017-231-018 (portion)
BP	\$2,590.00	Per Acre	(1)	017-231-016
CC	\$1,560.00	Per Acre	(2, 4)	017-231-017, 017-231-019
T/BP-LI	\$547.00	Per Acre	(5, 11)	017-231-020, 017-231-026

[1] FY 2016-17 is the Base Year

[2] Increases in each Fiscal Year following the Base Year by the Tax Escalation Factor.

"att2"

EXHIBIT C

**CITY OF ROSEVILLE
HP Campus Oaks Community Facilities District No. 2
(Public Services)**

**ASSESSOR'S PARCEL NUMBERS
AND OWNERS OF LAND WITHIN COMMUNITY FACILITIES DISTRICT**

<u>Assessor's Parcel No.</u>	<u>Name and Address of Property Owner</u>
017-230-074	BBC Roseville Oaks, LLC
017-230-075	BBC Roseville Oaks, LLC
017-230-076	BBC Roseville Oaks, LLC
017-230-077	BBC Roseville Oaks, LLC

The Economics of Land Use



Hearing Report

HP Campus Oaks Community Facilities District No. 2 (Public Services)

Prepared for:

BBC Roseville Oaks, LLC, and City of Roseville

Prepared by:

Economic & Planning Systems, Inc.

June 16, 2016

*Economic & Planning Systems, Inc.
2295 Gateway Oaks Drive, Suite 250
Sacramento, CA 95833-4210
916 649 8010 tel
916 649 2070 fax*

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

EPS #162046

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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 Campus Oaks (Project) development, located in the City's North Industrial Planning Area, 2 miles west of the State Route 65/Blue Oaks Boulevard interchange. The site generally is bound by Blue Oaks Boulevard to the north, the Hewlett Packard Campus to the east, Woodcreek Golf Club to the south, and Woodcreek Oaks Boulevard to the west. The objective of establishing a CFD is to create a land-secured funding mechanism to be used to fund the maintenance and operation of authorized services of the CFD. The Development Agreement requires the use of a CFD to fund maintenance and operation public infrastructure and provided a general structure for a proposed CFD.

The Project is planned for 948 residential units of low-, medium-, and high-density product types and approximately 530,000 building square feet (sq. ft.) of nonresidential development, including 60,000 sq. ft. of Professional Office, 170,000 sq. ft. of Commercial, and 300,000 sq. ft. of Tech/Business Park. In addition to the residential and nonresidential development, the Project contains approximately 70 acres of parks and open space, roads, and other public land uses.

Formation of the City's Project 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 1, 2016, and the Resolution of Formation (ROF) will be considered by the Council on July 6, 2016.

Purpose of the CFD

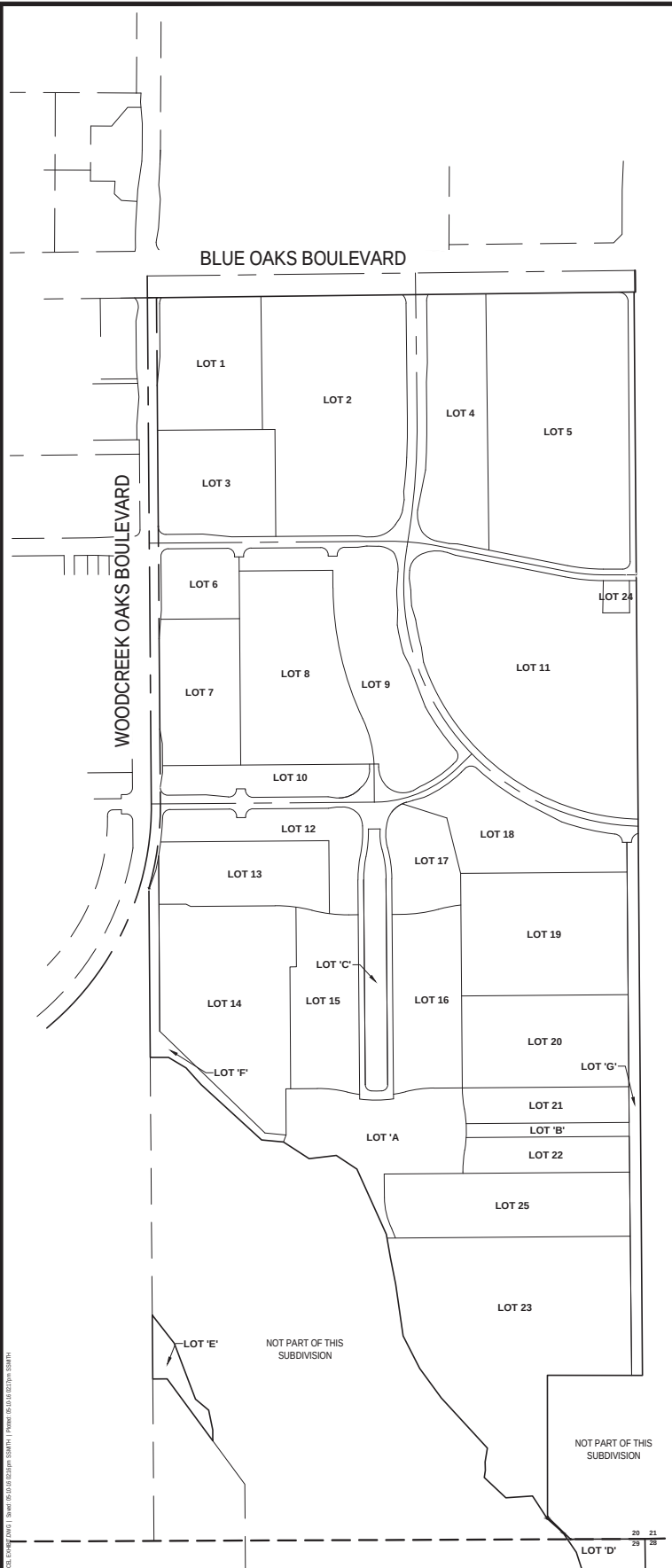
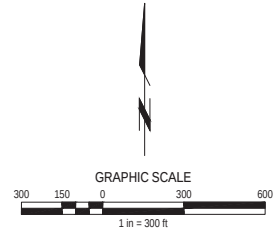
The CFD is being formed to fund the maintenance and operation of certain authorized services of the CFD, such as open space, landscape corridors, leaf pick up and street sweeping, parks, storm water systems, transit facilities, and other authorized facilities under the Mello-Roos Act, serving the Project as a condition of the City's approval of the development Project.

Map 1 shows the proposed boundaries of the CFD.

MAP 1
HP CAMPUS OAKS
COMMUNITY FACILITIES
DISTRICT NO. 2
(PUBLIC SERVICES)

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

DATE: MAY 10, 2016
SCALE: 1"=300'



Organization of the Report

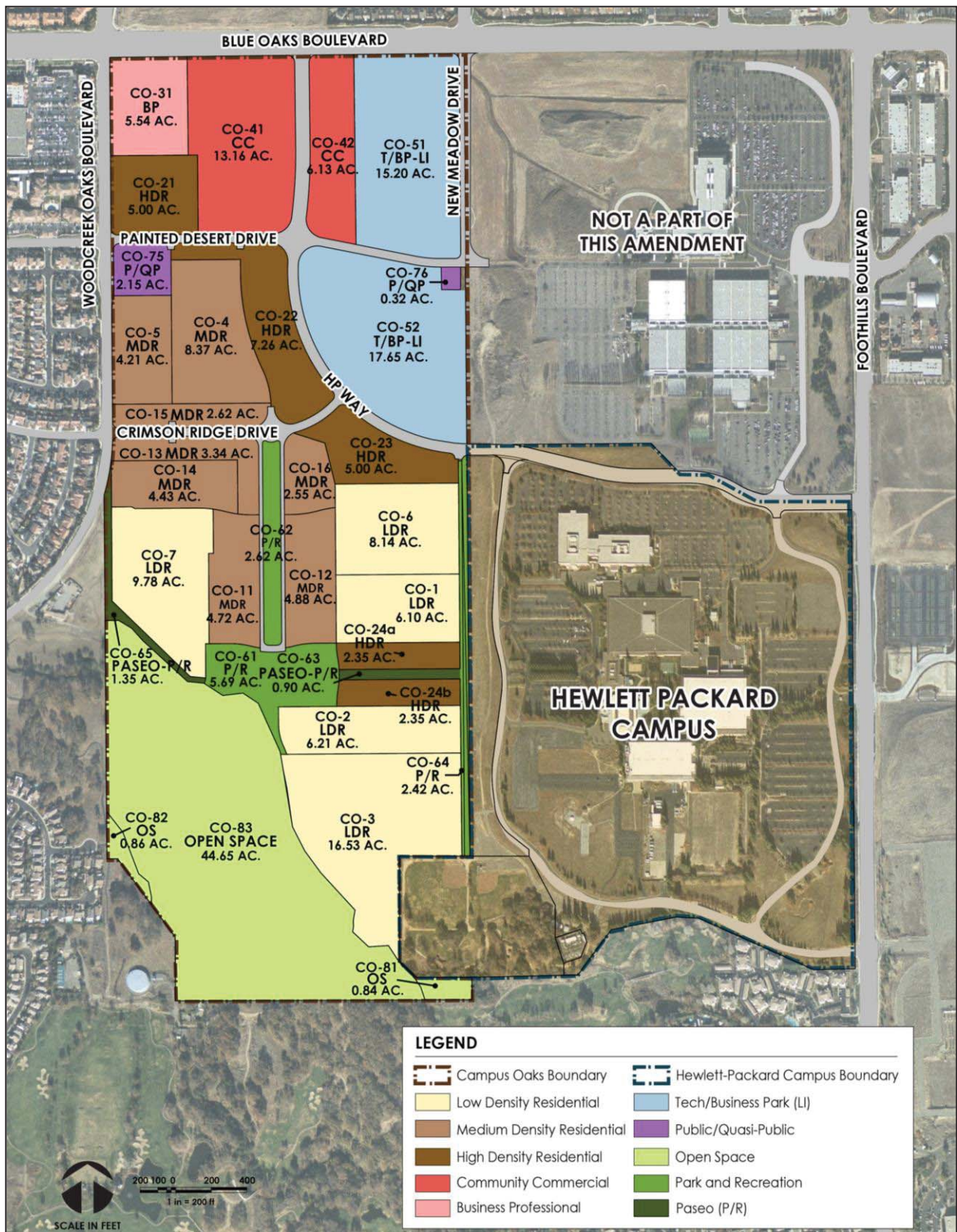
This report consists of these 5 chapters and 2 exhibits:

- **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, the costs, and the cost allocations.
- **Chapter 4** describes the proposed maximum annual special tax.
- **Chapter 5** describes the structure of the CFD.
- **Exhibit A** provides the Facilities Rate, Method of Apportionment, and Manner of Collection of Special Tax (RMA).
- **Exhibit B** provides the List of Authorized Services.

2. LAND USES

The Project is composed of approximately 29 legal parcels, with a total acreage of approximately 235 acres, based on the Hewlett-Packard Campus Oaks Master Plan. **Map 1** shows the proposed boundaries of the CFD. **Map 2** shows a more detailed conceptual site plan of proposed development overlaid on an aerial image, which provides context about the amount of existing development in place on the adjacent campus sites.

The Project proposes 948 residential units of low-, medium-, and high-density product types and approximately 530,000 building sq. ft. of nonresidential development, including 60,000 sq. ft. of Professional Office, 170,000 sq. ft. of Commercial, and 300,000 sq. ft. of Tech/Business Park. In addition to the residential and nonresidential development, the Project contains approximately 70 acres of parks and open space, roads, and other public land uses. Land uses for the Project are shown in **Table 1**.



MAP 2: Campus Oaks Land Use Diagram

Table 1
HP Campus Oaks CFD No. 2 (Public Services)
CFD Land Uses

Land Use Category	Dwelling Units	Acres
Residential		
Low Density	242	46.8
Medium Density	310	35.6
High Density	396	22.0
Residential Subtotal	948	104.3
Nonresidential		
Professional Office	n/a	5.5
Commercial	n/a	19.3
Tech/Business Park	n/a	32.9
Nonresidential Subtotal		57.7
Tax-Exempt		
Parks	n/a	13.0
Open Space	n/a	46.4
Public	n/a	2.5
Roads	n/a	10.7
Tax-Exempt Subtotal		72.5
CFD Totals	948	234.5
<i>"land_use"</i>		

Source: Hewlett-Packard Campus Oaks Master Plan

3. *AUTHORIZED SERVICES AND ESTIMATED SERVICE 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 the maintenance and operation of certain facilities required to serve the Project. Authorized services are identified in the List of Authorized Services (**Exhibit B** of this report). Authorized services are discussed briefly below.

Open Space

The CFD is authorized to fund, but not limited to, open space improvement, operations and management, monitoring, maintenance, 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, maintenance activities as required by the 404 permit and Open Space Overarching Maintenance & Management Plan and repair and replacement of facilities in open space areas in the Project.

Landscape Corridors and Paseos

The CFD is authorized to fund, but not limited to, maintenance of on-site landscape corridors and paseos designed to serve the Project, including general maintenance, masonry walls, accent lighting, water, and utility costs.

Medians, Entries, and Entry Monumentation

The CFD is authorized to fund, but not limited to, maintenance of medians, entries, and entry monumentation (as described in **Figure 5-2** of the Hewlett-Packard Campus Oaks Master Plan).

Leaf Pick Up and Street Sweeping

The CFD is authorized to fund, but not limited to, the performance of leaf pick up and street sweeping along the following roads, as described in the Specific Plan:

- Woodcreek Oaks Boulevard
- Blue Oaks Boulevard
- HP Way
- Painted Desert Drive
- Crimson Ridge Drive
- New Meadow Drive

Neighborhood Parks

The CFD is authorized to fund, but not limited to, neighborhood park maintenance, repair, and replacement (including long-term replacement). Bike trails also may be included under this category for authorized services.

Storm Water Systems

The CFD is authorized to fund, but not limited to, storm water management, water quality structural controls, including drainage swales constructed between storm drain facilities and receiving waters.

Transit

The CFD is authorized to fund, but not limited to, Bus Transfer Station, bus shelters, bus stops, the park-and-ride lot, and bus signs.

CFD Administration Costs

The CFD is authorized to fund, but not limited to, miscellaneous costs related to any of the items described above, including planning, engineering, GIS, legal, and City and County administration costs.

Long-Term Repair and Replacement

The CFD is authorized, but not limited, to levying 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.

Authorized Services Estimated Costs

BBC Roseville Oaks, LLC, worked with City staff to establish estimated annual costs on a “per-unit” basis. **Table 2** shows the authorized services, quantities of the maintenance/operations items, and the annual cost per unit to establish total annual costs for each authorized service, as stated in 2016 dollars.

Authorized services for services CFDs in the City historically are segregated into those identified as benefitting both residential and nonresidential land uses, and those that primarily benefit only residential uses. In this CFD, costs for all services were allocated to both residential and nonresidential land uses. The following sections describe how annual services costs were allocated for the proposed CFD.

Table 2
HP Campus Oaks CFD No. 2 (Public Services)
Total Parks and Landscape Maintenance Cost (2016 \$s)

Item	Quantity	Annual Maintenance Cost [1]		Total Annual Cost
Corridor, Median, Paseo, Open Space & Other Maintenance				
Landscape Corridors	2.06	\$10,500	acre	\$21,630
Paseos	2.25	\$10,500	acre	\$23,625
Medians	4.68	\$10,500	acre	\$49,115
Open Space	1.70	\$1,000	acre	\$1,700
Bike Trails	6,800.00	\$1.06	lineal foot	\$7,208
Masonry Wall Graffiti Removal	12,500.00	\$0.01	square foot	\$125
Masonry Wall Repair	12,500.00	\$1.04	square foot	\$13,000
Leaf Pick Up	5.80	\$61.31	mile	\$356
Street Sweeping	5.80	\$28.62	mile	\$166
Subtotal				\$116,924
Repair/Replacement (sinking fund) (5%)				\$5,846
Corridor, Median, Paseo, Open Space & Other Subtotal				\$122,771
City Administration				
Finance Department (3%)				\$3,683
Parks Department (10%)				\$12,277
Subtotal				\$15,960
County Administration (1%)				\$1,387
Total Annual Maintenance				\$140,118
Park and Storm Drainage Maintenance				
Parks	9.82	\$12,000	per acre	\$117,848
Stormwater Management	948	\$25	per unit	\$23,700
Subtotal				\$141,548
Repair/Replacement (sinking fund) (5%)				\$7,077
Park and Storm Drainage Maintenance Subtotal				\$148,626
City Administration				
Finance Department (3%)				\$4,459
Parks Department (10%)				\$14,863
Subtotal				\$19,321
County Administration (1%)				\$1,679
Total Annual Maintenance				\$169,627
TOTAL				\$309,745

"maint_cost"

Source: City of Roseville

[1] Medium service level. City provided rates as of January 2014.

Corridor, Median, Paseo, Open Space, and Other Maintenance

Annual authorized corridor, median, paseo, open space and other maintenance costs are estimated to be \$116,924 in 2016 dollars. The CFD is authorized to establish a sinking fund for long-term repair and replacement of authorized services. The City typically includes a 5-percent annual set aside of annual costs in the sinking fund. Annual costs plus the 5-percent set aside totals \$122,771 in 2016 dollars.

The CFD also is authorized to fund the costs of administering the CFD. City-related CFD administrative costs are assumed to be 13 percent of the annual costs (10 percent for the Parks Department and 3 percent for the Finance Department). The cost estimates are based on the assumption that the City will require approximately \$15,960 to administer the CFD in 2016 dollars. The County charges all taxing entities a 1-percent charge to place direct charges, such as a CFD special tax, on the annual property tax roll. The County's annual administrative charge also is included in the costs.

All new residential and nonresidential land uses will benefit from the annual landscape and streetscape maintenance costs. As such, **Table 3** shows how such costs were allocated to all Project land uses. The allocated costs per unit are rounded up to the nearest dollar. Tables showing the allocation methodologies (**Tables 4 and 5**) do not round costs per unit to the nearest whole dollar, so total costs in these two tables may differ from the summaries by land use shown in **Table 3**.

Neighborhood Parks and Storm Water Management

The annual cost to maintain neighborhood parks is assumed to be \$12,000 per acre of neighborhood parks, and the Project includes a total of 9.8 acres of neighborhood parks to be maintained. The cost per residential unit to maintain storm water systems is \$25 annually. Total annual maintenance cost for neighborhood parks and storm water management are estimated to be \$141,548 in 2016 dollars. As with other authorized services, there is a 5-percent set aside for long-term repair and replacement of these items, or approximately \$7,077. Total authorized service costs for neighborhood parks and stormwater management are approximately \$19,321. Adding to these the costs, the 13-percent City administrative cost and 1-percent County administrative cost brings total costs for neighborhood park and stormwater maintenance to approximately \$169,627 annually in 2016 dollars.

Allocation of Estimated Annual Service Costs to Land Uses

The annual costs for maintaining and operating authorized services as estimated by the City was identified in **Table 2**. These annual costs were allocated to both residential and nonresidential land uses using a persons-served methodology as described below. The cost allocation methodology establishes an estimate of total "persons served" as a means of approximating benefits received for each taxable land use in the CFD.

Table 3
HP Campus Oaks CFD No. 2 (Public Services)
Estimated Maximum Special Tax Revenues

Land Use	Special Tax/Assessment Revenues		
	Rate [1]	Units/Acres	Total
Residential	<i>per unit</i>	<i>units</i>	
LDR	\$352	242	\$85,184
MDR Rowhouse	\$352	130	\$45,760
MDR Paseo	\$352	84	\$29,568
MDR Cluster	\$352	77	\$27,104
MDR Affordable	\$177	19	\$3,363
HDR Townhomes	\$177	271	\$47,967
HDR Apartments	\$177	49	\$8,673
HDR Apartments-Low Income	\$0	38	\$0
HDR Apartments-Very Low Income	\$0	38	\$0
Residential Subtotal		948	\$247,619
Nonresidential	<i>per acre</i>	<i>acres</i>	
Professional Office	\$2,590	5.5	\$14,116
Commercial	\$1,560	19.4	\$30,202
Tech/Business Park	\$547	32.8	\$17,963
Light Industrial	\$0	0.0	\$0
Nonresidential Subtotal		57.7	\$62,281
Total Developable Land Uses			\$309,900

"taxes_a"

Source: City of Roseville; and EPS.

[1] Based on annual maintenance cost estimates provided by the City in July, 2015. Please see Table 2.

Table 4
HP Campus Oaks CFD No. 2 (Public Services)
Landscape Maintenance Cost Allocation (2016 \$s)

Item	Acres	Units/ Sq. Ft.	Cost Allocation Basis			Cost Allocation	
			PPH/ Sq. Ft. per Employee [1]	Total Persons or Employees [2]	Percentage Distribution	Total Cost	Cost per Unit/Acre
Residential Land Uses							
			<i>pph</i>				
LDR	46.8	242	3.08	745	24%	\$33,431	\$138
MDR Rowhouse	18.1	130	3.08	400	13%	\$17,959	\$138
MDR Paseo	8.4	84	3.08	259	8%	\$11,604	\$138
MDR Cluster	9.1	77	3.08	237	8%	\$10,637	\$138
MDR Affordable		19	1.54	29	1%	\$1,312	\$69
HDR Townhomes	17.0	271	1.54	418	13%	\$18,763	\$69
HDR Apartments	5.0	49	1.54	76	2%	\$3,411	\$70
HDR Apartments-Low Income		38		0	0%	\$0	\$0
HDR Apartments-Very Low Income		38		0	0%	\$0	\$0
Residential Subtotal	104.3	948	2.28	2,164	69%	\$97,117	
Nonresidential							
			<i>sq. ft. / employee</i>				
Professional Office	5.5	60,000	333	180	6%	\$8,088	\$1,460
Commercial	19.3	170,000	450	378	12%	\$16,958	\$879
Tech/Business Park	32.9	300,000	750	400	13%	\$17,955	\$547
Light Industrial	0.0	0	750	0	0%	\$0	\$0
Nonresidential Subtotal	57.7	530,000		958	31%	\$43,001	
Total	162.0			3,122	100%	\$140,118	

"land"

[1] See Table 5 for adjustments to person per household assumptions.

[2] Reflects persons or employee totals of Proposed Project at Buildout.

Table 5
HP Campus Oaks CFD No. 2 (Public Services)
Park Maintenance Cost Allocation (2016 \$s)

Item	Acres	Units/Bldg. Sq. Ft.	Cost Allocation Basis					Cost Allocation	
			PPH/Sq. Ft. per Employee	Population/ Employees	Persons Served Factor	Total Persons Served	Percentage Distribution	Total Cost	Cost per Unit/Acre
		<i>a</i>	<i>b</i>	<i>c = a * b</i>	<i>d</i>	<i>e = c * d</i>	<i>f = e / total persons served</i>	<i>g = f * total cost</i>	<i>g / a</i>
Residential Land Uses									
LDR	46.8	242	3.08	745	1.00	745	30%	\$51,722	\$214
MDR Rowhouse	18.1	130	3.08	400	1.00	400	16%	\$27,784	\$214
MDR Paseo	8.4	84	3.08	259	1.00	259	11%	\$17,953	\$214
MDR Cluster	9.1	77	3.08	237	1.00	237	10%	\$16,457	\$214
MDR Affordable		19	3.08	58	0.50	29	1%	\$2,030	\$107
HDR Townhomes	17.0	271	2.03	550	0.76	418	17%	\$29,053	\$107
HDR Apartments	5.0	49	2.03	100	0.76	76	3%	\$5,253	\$107
HDR Apartments-Low Income		38	2.03	77	0.00	0	0%	\$0	\$0
HDR Apartments-Very Low Income		38	0.00	0	0.00	0	0%	\$0	\$0
Residential Subtotal	104.3	948	2.56	2,426		2,164	89%	\$150,252	
		<i>a</i>	<i>b</i>	<i>c</i>	<i>d = b / c</i>	<i>e</i>	<i>f = d * e</i>	<i>g = f / total persons served</i>	<i>h = g * total cost</i>
Nonresidential Land Uses									
Professional Office	5.5	60,000	333	180	0.50	90	4%	\$6,257	\$1,129
Commercial	19.3	170,000	450	378	0.50	189	8%	\$13,118	\$680
Tech/Business Park	32.9	300,000	750	400	0.00	0	0%	\$0	\$0
Light Industrial	0.0	0	750	0	0.50	0	0%	\$0	\$0
Nonresidential Subtotal	57.7	530,000		958		279	11%	\$19,375	
Total				3,384		2,442	100%	\$169,627	

"land_park"

Corridor, Median, Paseo, Open Space and Other Maintenance Allocation

As shown in **Table 4**, annual maintenance costs were allocated to all land uses on a persons-served basis for residential and nonresidential land uses. Residential land uses are based on estimated "persons per household" (PPH) by land use density. Low- and medium-density residential land uses are based on an assumed 3.08 PPH. High-density residential land uses are assumed to have 2.03 PPH. Affordable housing land uses are assumed to have PPH approximately 50-percent of the market-rate housing units. By design, BBC Roseville Oaks, LLC, has identified low and very low affordable high-density residential land uses as being tax-exempt, so there are no PPH assigned to these uses.

Nonresidential uses are assigned persons served on a "square foot per employee" basis.

Table 4 shows the assumptions for average square feet per employee for each nonresidential land use category.

Per-unit costs in **Table 4** are not rounded to the nearest dollar.

Neighborhood Parks and Storm Water Management

As shown in **Table 5**, annual neighborhood park and storm water management costs also are allocated to both residential and nonresidential users. However, because neighborhood park usage by employees of nonresidential land uses will vary, the nonresidential persons-served allocation discounts by 50 percent the estimated number of employees by land use category.

Table 3 establishes a cost per acre and per unit (or sq. ft.) for all land uses. The calculations performed in **Table 3** were used to establish proposed maximum annual special taxes for each taxable land use category. The assignment of the maximum annual special tax per unit or acre is discussed further in the following chapter.

Per-unit costs in **Table 4** are not rounded to the nearest dollar. Per-unit costs for **Table 4** and **Table 5** are summed in **Table 3**, and then rounded to the nearest whole dollar.

4. PROPOSED MAXIMUM ANNUAL SPECIAL TAX

This chapter will discuss the proposed maximum annual special tax by land use category for the CFD. The proposed maximum annual special taxes are based on cost allocations developed in the previous chapter.

Development Agreement

The Development Agreement authorized the use of the CFD to fund authorized services of the CFD. Section 3.23 of the Development Agreement also outlined a basic structure for the CFD. Specifically, the Development Agreement:

- Stipulated the CFD must be formed before the issuance of building permits (excluding building permits for model homes).
- Identified all items to be maintained and operated with funding from the CFD.
- Stated that a replacement reserve fund must be established to fund long-term repair and replacement of items to be maintained.
- Specifically stated that public use parcels would be exempted from the CFD special tax.

The Development Agreement did not stipulate the amount of the maximum annual special tax or precise structure of the CFD. The analysis prepared by BBC Roseville Oaks, LLC, and approved by the City, was used to develop proposed maximum annual special tax rates by land use category.

Proposed Maximum Annual Special Tax by Land Use Category

Table 6 shows the proposed maximum annual special tax rates by land use category. The special tax rates were provided by BBC Roseville Oaks, LLC, and were based on the cost allocation methodology described in the previous chapter. The proposed maximum annual special taxes are rounded to the nearest dollar. In the case of the residential use proposed maximum annual special tax, the amounts were rounded to the nearest whole dollar, while the nonresidential proposed maximum annual special tax rates were rounded to the nearest whole dollar.

Table 2 shows the total estimated cost of maintaining and operating authorized services at the time of formation of the CFD is \$309,745, while **Table 6** of this report shows the initial fiscal year maximum annual special tax revenues are \$309,900. The difference is a result of rounding in establishing the maximum annual special taxes.

Table 6
 HP Campus Oaks CFD No. 2 (Public Services)
 CFD Estimated Annual Cost Allocation to Land Uses

Large Lot Number	Specific Plan Lot Designation	Assessor's Parcel Number	Tax Category	Acres	No. of Units	Maximum Annual Special Tax Rate per Unit [1][2]	Unit of Measure	Maximum Annual Special Tax per Large Lot [1][2]
1	CO-31	017-231-016	BP	5.45	n/a	\$2,590	per Acre	\$14,116
2	CO-41	017-231-017	CC	13.16	n/a	\$1,560	per Acre	\$20,530
3	CO-21	017-231-018	HDR	4.94	87	\$177	per Unit	\$15,399
3	CO-21	017-231-018	HDR/Aff Very Low		38	\$0	per Unit	\$0
Lot 3 Subtotals				4.94	125			\$15,399
4	CO-42	017-231-019	CC	6.20	n/a	\$1,560	per Acre	\$9,672
5	CO-51	017-231-020	T/BP-LI	15.20	n/a	\$547	per Acre	\$8,314
6	CO-75	017-231-021	P/QP	2.20	0	Tax-Exempt		\$0
7	CO-5	017-231-022	MDR	4.66	27	\$352	per Unit	\$9,504
7	CO-5	017-231-022	MDR/Affordable		19	\$177	per Unit	\$3,363
Lot 7 Subtotals				4.66	46			\$12,867
8	CO-4	017-231-023	MDR	8.37	84	\$352	per Unit	\$29,568
9	CO-22	017-231-024	HDR	7.19	95	\$177	per Unit	\$16,815
9	CO-22	017-231-024	HDR/Aff Low		24	\$0	per Unit	\$0
Lot 9 Subtotals				7.19	119			\$16,815
10	CO-15	017-231-025	MDR	2.51	19	\$352	per Unit	\$6,688
11	CO-52	017-231-026	T/BP-LI	17.64	n/a	\$547	per Acre	\$9,649
12	CO-13	017-231-027	MDR	3.40	24	\$352	per Unit	\$8,448
13	CO-14	017-231-028	MDR	4.42	50	\$352	per Unit	\$17,600
14	CO-7	017-231-029	LDR	9.78	58	\$352	per Unit	\$20,416
15	CO-11	017-231-030	MDR	4.72	34	\$352	per Unit	\$11,968
16	CO-12	017-231-031	MDR	4.89	34	\$352	per Unit	\$11,968
17	CO-16	017-231-032	MDR	2.65	19	\$352	per Unit	\$6,688
18	CO-23	017-231-033	HDR	4.93	58	\$177	per Unit	\$10,266
18	CO-23	017-231-033	HDR/Aff Low		14	\$0	per Unit	\$0
Lot 18 Subtotals				4.93	72			\$10,266
19	CO-6	017-231-034	LDR	8.14	48	\$352	per Unit	\$16,896
20	CO-1	017-231-035	LDR	6.10	36	\$352	per Unit	\$12,672
21	CO-24a	017-231-036	HDR	2.35	40	\$177	per Unit	\$7,080
22	CO-24b	017-231-037	HDR	2.35	40	\$177	per Unit	\$7,080
23	CO-3	017-231-038	LDR	16.58	64	\$352	per Unit	\$22,528
24	CO-76	017-231-039	P/QP	0.32	n/a	Tax-Exempt		\$0
25	CO-2	017-231-040	LDR	6.21	36	\$352	per Unit	\$12,672
C	CO-62	017-231-041	Tax-Exempt	5.70	n/a	Tax-Exempt		Tax-Exempt
B	CO-63	017-231-042	Tax-Exempt	0.90	n/a	Tax-Exempt		Tax-Exempt
A	CO-61	017-231-043	Tax-Exempt	2.20	n/a	Tax-Exempt		Tax-Exempt
D	CO-81	017-231-044	Tax-Exempt	0.84	n/a	Tax-Exempt		Tax-Exempt
E	CO-82	017-231-045	Tax-Exempt	0.86	n/a	Tax-Exempt		Tax-Exempt
F	CO-65	017-231-046	Tax-Exempt	1.30	n/a	Tax-Exempt		Tax-Exempt
G	CO-64	017-231-047	Tax-Exempt	2.40	n/a	Tax-Exempt		Tax-Exempt
Totals				197.88	948			\$309,900

"att1"

[1] FY 2016-17 is the Base Year

[2] Increases in each Fiscal Year following the Base Year by the Tax Escalation Factor.

The rounding of the proposed maximum annual special taxes means that initially projected revenues are slightly higher than the estimated base year CFD costs. The costs of maintaining authorized services shown in **Table 2** assume that all authorized services are fully implemented at CFD formation. The costs for maintaining authorized services will be phased in over time as the Project builds out. As such, the slight difference between maximum revenue and cost estimates in the initial year should not be deemed to cause long-term funding shortfalls for authorized services.

Overall Tax Burden for Single-Family Residential

The Development Agreement and City policies stipulate that the overall tax burden after formation of the CFD not exceed 2 percent of the estimated sales price of a single-family residential home. Estimated sales prices of residential homes were provided by the Project developer. **Table 7** shows the "2-percent test" for the CFD. The test includes all current ad valorem property taxes, the CFD special tax, an estimated services CFD special tax, and the City CFD No. 3. The estimated annual tax burden for the following three different residential products are shown in **Table 7**:

- LDR
- MDR
- HDR

Ad valorem property tax rates were derived from copies of the FY 2015-16 property tax bills.

The overall tax burden for single-family residential homes proposed for the CFD ranges from 1.65 percent to 1.67 percent.

Table 7
HP Campus Oaks CFD No. 2 (Public Services)
Overall Tax Burden for Single-Family Residential Parcels (2016 \$)

Item		LDR	MDR Rowhouse	MDR Paseo/Cluster	HDR Townhouse
Estimated Home Price [1]		\$500,000	\$400,000	\$350,000	\$250,000
Homeowner's Exemption		(\$7,000)	(\$7,000)	(\$7,000)	(\$7,000)
Estimated Assessed Value		\$493,000	\$393,000	\$343,000	\$243,000
Ad Valorem Property Taxes [2]					
General Ad Valorem	1.0000%	\$4,930	\$3,930	\$3,430	\$2,430
Roseville City Elementary B&I 1992 Series A	0.0305%	\$150	\$120	\$105	\$74
Roseville City Elementary B&I 2002 Series A	0.0002%	\$1	\$1	\$1	\$1
Roseville City Elementary B&I 2002 Series A&B Refunding 2011	0.0128%	\$63	\$50	\$44	\$31
Roseville High B&I 1992	0.0234%	\$115	\$92	\$80	\$57
Roseville High B&I 2004 Series C Non Refunding	0.0038%	\$19	\$15	\$13	\$9
Roseville High B&I 2004 A, B, & C Refunding 2013	0.0182%	\$90	\$71	\$62	\$44
Subtotal, Ad Valorem Property Taxes	1.0888%	\$5,368	\$4,279	\$3,735	\$2,646
Direct Charges					
City of Roseville CFD No. 1 (Public Facilities)		\$2,280	\$1,800	\$1,500	\$1,200
City of Roseville CFD No. 2 (Public Services) [3]		\$352	\$352	\$352	\$177
City of Roseville CFD No. 3 (Municipal Services) [4]		\$156	\$91	\$91	\$46
City of Roseville CFD No. 4 Annexation No. 4 (Public Services) [5]		\$76	\$76	\$76	\$76
Placer Mosquito & Vector Control		\$25	\$25	\$25	\$25
Subtotal, Direct Charges		\$2,890	\$2,345	\$2,045	\$1,524
Total Ad Valorem Property Taxes and Direct Charges		\$8,257	\$6,624	\$5,779	\$4,170
Overall Tax Burden		1.65%	1.66%	1.65%	1.67%

"tax burden new"

Source: DCP; Placer County Assessor; Placer County Auditor-Controller, EPS.

[1] Estimated home price and estimated assessed value from Campus Oaks Master Plan Fiscal Impact Analysis Table D-2.

[2] Rates based on tax bill for Hewlett-Packard's site APN: 017-230-075-000. No tax bill records found for Campus Oaks parcels.

[2] Based on FY 2015-16 rates for Tax Rate Area 005-001.

[3] From the parks and open space financing plan analysis. The CFD is not yet formed.

[4] Provided by City of Roseville from the Fiscal Impact Analysis.

[5] Estimated rate per unit based on the existing open space maintenance special tax.

5. STRUCTURE OF THE CFD

Description of the CFD

The CFD is being formed to fund the costs of maintaining and operating authorized services for the Project. This chapter discusses the structure of the CFD, and in particular, the features of the RMA.

The attached exhibits are documents contained in the ROF. **Exhibit A** is the Facilities RMA. **Exhibit B** is the List of Authorized Facilities.

Determining the Maximum Annual Special Tax

As stated in the previous chapter, the maximum annual special tax rates for the various tax categories were provided by the developer and City based on an analysis of the cost of providing maintenance and operating authorized services of the CFD, as allocated across benefitting land uses. The maximum annual special tax rates are designed to be competitive with other residential development projects in south Placer County. **Table 8** shows the maximum annual special tax rates by tax category.

Base Year

The base year is FY 2016-17. A base year is defined in the RMA as a means of defining the special tax base in a given year that is allowed to increase by a given factor over a period of time.

Annual Tax Escalation Factor

The maximum annual special tax is increased by the tax escalation factor of up to 4 percent in all fiscal years 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 taxable parcel of land. The actual amount of the levy is derived through determining the "annual costs" of the CFD.

Table 8
HP Campus Oaks CFD No. 2 (Public Services)
Maximum Annual Special Tax per Tax Category - Base Year [1]

Tax Category	Maximum Annual Special Tax per Unit or Per Acre [2]	Unit of Measure	Original Parcel/ Large Lot Parcel Numbers	Original Assessor's Parcel Numbers
LDR	\$352.00	Per Unit	(20, 25, 23, 19, 14)	017-231-035, 017-231-040, 017-231-038, 017-231-034, 017-231-029
MDR	\$352.00	Per Unit	(7 - portion, 8, 15, 16, 12, 10, 17)	017-231-030, 017-231-031, 017-231-027, 017-231-025, 017-231-032 017-231-022 (portion), 017-231-023
MDR (Affordable)	\$177.00	Per Unit	(7 - portion)	017-231-022 (portion)
HDR	\$177.00	Per Unit	(3 - portion, 9 - portion, 18 - portion, 21, 22)	017-231-018 (portion), 017-231-024 (portion), 017-231-033 (portion) 017-231-036, 017-231-037
HDR Affordable Low	\$0.00	Per Unit	(9 - portion, 18 - portion)	017-231-024 (portion), 017-231-033 (portion)
HDR Affordable Very Low	\$0.00	Per Unit	(3 - portion)	017-231-018 (portion)
BP	\$2,590.00	Per Acre	(1)	017-231-016
CC	\$1,560.00	Per Acre	(2, 4)	017-231-017, 017-231-019
T/BP-LI	\$547.00	Per Acre	(5, 11)	017-231-020, 017-231-026

[1] FY 2016-17 is the Base Year

[2] Increases in each Fiscal Year following the Base Year by the Tax Escalation Factor.

"att2"

The RMA identifies the annual costs components as these:

- a. Costs of providing authorized services.
- b. Administrative expenses for such fiscal year.
- c. The amount needed to cure actual or estimated delinquencies of special taxes for the current or previous fiscal years.

Administrative Expenses

Administrative expenses of the CFD are the reasonable costs of administering the CFD each fiscal year. Examples of administrative expenses are (but not limited to) 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.

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.

Attachment 1 Table 6) of the RMA shows the maximum annual special tax for planned large lot parcels in the Project. Large lot parcels are defined in **Table 6**. In certain cases, a large lot parcel may have land uses that are assigned to one or more tax categories. In all cases, the maximum annual special tax for a large lot parcel is the sum of the number of units or nonresidential acreage in each tax category multiplied by the maximum annual special tax for each tax category for a large lot parcel.

If fewer units are realized at the recordation of a final map defining buildable lots than shown in **Table 6**, 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 6**, the maximum annual special tax per unit is that amount shown in **Table 6**.

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 and zone. If higher densities are realized over time, the special tax revenue for large lot parcels may increase.

Affordable Units

The RMA recognizes affordable housing units to be built in the CFD. These units are assigned lower maximum annual special tax rates than market-rate units. Affordable units are planned

for Large Lot Parcels CO-5, CO-21, CO-22, and CO-23. **Section 4.c.** of the RMA discusses the assignment of the maximum annual special tax to residential lots and to those residential lots anticipated to include affordable units.

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 Finance Director, 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.e.** of the RMA.

Conversion of a Tax-Exempt Parcel to a Taxable Parcel

If a tax-exempt parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the 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 CFD is formed will remain subject to the applicable special tax unless the special tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a public parcel, such as a school site, is relocated to a taxable parcel, in which case the previously tax-exempt parcel of comparable acreage becomes a taxable parcel and the maximum annual special tax from the previously taxable parcel is transferred to the new taxable parcel. This trading of a parcel from a taxable parcel to a public parcel will be permitted to the extent there is no net loss in maximum CFD special tax revenue and the transfer is agreed to by the owners of the parcels involved in the transfer and the Finance Director.

Determination of Parcels Subject to Special Tax

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 Map 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 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 final map 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.

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 City 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 CFD.

Without City 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, method of apportionment, and 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 8** 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.



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
HP Campus Oaks Community Facilities District No. 2
(Public Services)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND
MANNER OF COLLECTION OF SPECIAL TAX
(MAY 10, 2016)

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 the HP Campus Oaks 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 a County Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" means the actual or 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 his or her designee.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the

preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"Annual Costs" means for each Fiscal Year, the total of (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 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**.

"Authorized Services" mean those services, as listed in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2016, and ending June 30, 2017.

"Building Permit" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"CFD" means the HP Campus Oaks Community Facilities District No. 2 (Public Services) of the City of Roseville, Placer County, California.

"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.

"County" means the County of Placer, California.

"County 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.

"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 or Multifamily Parcels or for Nonresidential Uses on Nonresidential Use Parcels.

"Development Plan" means a condominium plan, apartment plan, site plan, or other 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, and Nonresidential Parcel.

"Expected Land Use(s)" means the total number of Units or Acres of each land use type by Tax Category expected within each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 1** of this RMA.

"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 residential Parcels.

"Finance Director" means the Finance Director for the City, or his or her designee.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"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" means a Parcel zoned by the City as Light Industrial (Tech./Business Park).

"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.

"Multifamily" or **"Multifamily Parcel"** means any Parcel or Development Plan designated or developed for more than one residential dwelling Unit per Parcel. Such uses may consist of apartments or multifamily structures such as duplexes, triplexes, or time-share units.

"Nonresidential Use" means a Taxable Parcel with land uses other than Residential Uses.

"Original Parcel" means a Taxable Parcel identified in **Attachment 1** (and shown in **Map 1**) at formation of the CFD based on the Large Lot Subdivision Map recorded on December 23, 2015.

"Parcel" means any County 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 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 Parcel 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 Parcel within the boundaries of a Large Lot Parcel (identified in **Attachment 1**) that has not been mapped for final development approval. 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.

"RMA" means the Rate and Method of Apportionment 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 a division of a Parcel into two or more Parcels through 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.

"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) Very Low Affordable Housing. If a Taxable Parcel is acquired by a public agency, the Parcel shall remain a Taxable Parcel based on the provisions of **Section 4.g**.

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 Parcel, an individual residential Unit in an apartment building.

"Very Low Income Affordable Housing" means homes developed to house residents whose incomes do not exceed 50-percent of the median income for the area, as defined by the United States Department of Housing and Urban Development (HUD). Parcels with such homes are tax-exempt under this CFD.

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 that 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 for each Original Parcel at CFD Formation, which is determined for each Large Lot Parcel based on the Expected Land Uses within 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, prior to further Subdivision, the Administrator determines there are multiple Assessor's Parcels within 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 within 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 within 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 within that Assessor's Parcel.

- c. Assignment of the Maximum Annual Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, use the following steps to assign the Maximum Annual Special Tax to new Successor Parcels. 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. Use the following procedures to assign the Maximum Annual Special Tax to Single-Family Parcels:

- A. If the number of Single-Family Parcels is equal to or greater than the Expected Land Uses shown for the Large Lot Parcel in **Attachment 1**, assign the Maximum Annual Special Tax per Unit by Tax Category shown in **Attachment 1** to each Single-Family Parcel created by the Subdivision.
- B. If fewer Single-Family Parcels are created by the Subdivision and if **Attachment 1** shows that the Large Lot Parcel is not assigned any Affordable Units, divide the total amount of Maximum Annual Special Tax assigned to the Large Lot Parcel in **Attachment 1** by the total number of actual Single-Family Parcels created by the Final Small Lot Subdivision Map for such Large Lot Parcel. Assign this amount calculated per Unit to each Single-Family Parcel created by the Subdivision.

If fewer Single-Family Parcels are created by the Subdivision and if **Attachment 1** shows that the Large Lot Parcel is assigned Affordable Units, for each newly created Taxable Parcel within the Subdivision designated as an Affordable Unit, assign the Maximum Annual Special Tax Rate shown for the Affordable Units in **Attachment 1** to the newly created Taxable Parcels designated as Affordable Units. At formation of the CFD, only Large Lots Parcel Number 7 (CO-5), Number 3 (CO-21), Number 9 (CO-22), and Number 18 (CO-23) are assigned such Affordable Units. As a special note, Affordable Units on Large Lot Parcel Number 3 (CO-21) are not assigned any Maximum Annual Special Tax. For the remaining newly created Single-Family Parcels within the Subdivision that are not Affordable Units, subtract the Maximum Annual Special Tax Revenue from all the newly created Affordable Units from the Maximum Special Tax Revenue for the entire Large Lot Parcel being Subdivided and divide that resulting amount by the number of Single-Family Parcels that are not Affordable

Units; assign the amount so calculated per Unit to each Single-Family Parcel created by the Subdivision that is not an Affordable Unit.

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 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, if the Subdivision produces the same number of Units or a greater number of Units as compared to the Expected Land Uses anticipated in **Attachment 1** for that portion of the Original or Successor Parcel, assign the Maximum Annual Special Tax Rate per Unit by Tax Category in **Attachment 1** for that portion of the Original or Successor Parcel being Subdivided into Single-Family Parcels.
 - C. For each area Subdivided into Single-Family Parcels, if fewer Single-Family Parcels are created by the Subdivision and if **Attachment 1** shows that the Original or Successor Parcel is not assigned any Affordable Units, divide the total amount of Maximum Annual Special Tax assigned to that portion of the Original or Successor Parcel in **Attachment 1** being Subdivided into Single-Family Parcels by the total number of actual Single-Family Parcels created by the Final Small Lot Subdivision Map within that portion of the Large Lot Parcel. Assign this amount calculated per Unit to each new Single-Family Parcel created by the Subdivision.
 - D. For each area Subdivided into Single-Family Parcels, if fewer Single-Family Parcels are created by the Subdivision and if **Attachment 1** shows that the Original or Successor Parcel is assigned Affordable Units, for each newly created Taxable Parcel within the Subdivision designated as an Affordable Unit, assign the Maximum Annual Special Tax Rate shown for the Affordable Units in **Attachment 1** to the newly created Taxable Parcels designated as Affordable Units. At formation of the CFD, only Large Lots Parcel Number 7 (CO-5), Number 3 (CO-21), Number 9 (CO-22), and Number 18 (CO-23) are assigned such Affordable Units. As a special note, Affordable Units on Large Lot Parcel Number 3 (CO-21) are not assigned any Maximum Annual Special Tax. For the remaining newly created Single-Family Parcels within the Subdivision that are not Affordable Units, subtract the Maximum Annual Special Tax Revenue from all the newly created Affordable Units from the Maximum Special Tax Revenue for that portion of the Original or Successor Parcel being Subdivided into Single-Family Parcels and divide that resulting amount by the number of Single-Family Parcels that are not Affordable Units; assign the amount so calculated per Unit to each Single-Family Parcel created by the Subdivision that is not an Affordable Unit.

- 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, including Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Special Tax for all Single-Family Parcels from the 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.c.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.c.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 Original or Successor Parcel are Subdivided creating multiple land use and Tax Categories:

- A. Identify the Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided.
- B. For each Taxable Successor Parcel created by Subdivision multiply the Maximum Annual Special Tax per Unit or per Acre by the number of Units (Single Family Parcels and Multifamily Parcels excluding Large Lot Number 3 [CO-21]) or by the number of Acres (Large Lot Parcel Number 3 [Multifamily Parcel CO-21] or Nonresidential Parcels). For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units, except for Large Lot Parcel Number 3 (CO-21), for which the Affordable Units are not assigned a Maximum Annual Special Tax.
- C. Sum the Maximum Annual Special Tax for each Taxable Successor Parcel and compare it to the Maximum Annual Special Tax of the Original or Successor Parcel that is being Subdivided. If the sum of Maximum Annual Special Tax for each Taxable Successor Parcel is greater than the Maximum Annual Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Special Tax calculated above for each Taxable Successor Parcel.
- D. If the Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being subdivided is greater than the sum of Maximum Annual Special Tax for each Taxable Successor Parcel being created, increase proportionately the Maximum Annual Special Tax per Unit or Per Acre (excluding the Maximum Annual Special Tax for Affordable Units consistent with **Section 4.c.1.B**) on each Taxable Successor Parcel such that the sum of Maximum Annual Special Tax for all Taxable Successor Parcels equals the Maximum Annual Special Tax for the Original Parcel.

4. If an Original or Successor Parcel is Zoned, Rezoned and/or Subdivided into Light Industrial Uses and One or more Remainder Parcels. In the event that a Large Lot Map is recorded and/or any Taxable Parcels are zoned to light industrial use creating one or

more Taxable Parcels that are Light Industrial Uses and Remainder Parcels, 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 Light Industrial Parcels and Remainder Parcels from such Subdivision. The Maximum Annual Special Tax shall be assigned to Light Industrial Parcels or Remainder Parcels using the greater of the following items:

- A. Multiply the Taxable Acreage for each Light Industrial Parcel and for each Remainder Parcel by the Maximum Special Tax per Acre for Light Industrial Uses from **Attachment 2**. Sum the Maximum Annual Special Tax from each new Light Industrial Parcel and each new Remainder Parcel and compare the sum to the Maximum Annual Special Tax from the Original Parcel(s) or Successor Parcel(s) being Subdivided. If the sum of Maximum Annual Special Tax for each new Light Industrial Parcel and new Remainder Parcel is greater than the Maximum Annual Special Tax for the Original Parcel(s) or Successor Parcel(s), the Administrator shall apply the Maximum Annual Special Tax as so calculated for each new Light Industrial Uses and Remainder Parcel. If the sum of Maximum Annual Special Taxes from all new Light Industrial Uses and Remainder Parcels is less than the Maximum Annual Special Tax from the Original Parcel(s) or Successor Parcel(s) being subdivided, assign the Maximum Annual Special Tax to each new Light Industrial Uses and Remainder Parcel as described below.
- B. Sum the Maximum Annual Special Tax from all Original or Successor Parcels being Subdivided. Allocate this total Maximum Annual Special Tax to each new Light Industrial and Remainder Parcel created by the Subdivision on a pro rata basis to all such Light Industrial Parcels and Remainder Parcels based on the percentage share of Taxable Acreage identified for each Light Industrial Parcel and Remainder Parcel.
- d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Special Tax per Unit based on their Tax Category as shown in **Attachment 1**, as adjusted by the Tax Escalation Factor.
- e. Transfer of the Assigned Maximum Annual Special Tax from One Large Lot 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 Finance Director, 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 effect 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. If such a transfer is requested and approved by the Finance Director, the Administrator may apply the following steps to redistribute the Maximum Special Tax among the Parcels:

- Step 4.e.1. Determine the Maximum Annual Special Tax associated with the land uses that will be transferred by multiplying the number of residential Units or nonresidential Acreage by the Maximum Annual Special Tax Rate per Unit identified for the Units or Acreage in **Attachment 1** (escalated by the Tax Escalation Factor to the then-current Fiscal Year).
- Step 4.e.2. Subtract the amount determined in *Step 4.e.1.* from the Maximum Annual Special Tax for the Large Lot Parcel from which the Units or Acreage will be transferred to determine the new Maximum Annual Special Tax for the Large Lot Parcel.
- Step 4.e.3. Add the amount determined in *Step 4.e.1.* to the Maximum Annual Special Tax for the Large Lot Parcel to which the Units or Acreage is being transferred to determine the new Maximum Annual Special Tax for the Large Lot Parcel.
- f. 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**.
- g. 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 Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
- b. Assignment of the Maximum Annual Special Tax to Taxable Parcels. The Maximum Annual Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.

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**. 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 Finance Director appealing the levy of the Special Tax. The Finance Director then

will promptly review the appeal and, if necessary, will meet with the applicant. If the Finance Director 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 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
 HP Campus Oaks CFD No. 2 (Public Services)
 Maximum Annual Special Tax in the Base Year [1]

Large Lot Number	Specific Plan Lot Designation	Assessor's Parcel Number	Tax Category	Acres	No. of Units	Maximum Annual Special Tax Rate per Unit [2]	Unit of Measure	Maximum Annual Special Tax per Large Lot [2]
1	CO-31	017-231-016	BP	5.45	n/a	\$2,590	per Acre	\$14,116
2	CO-41	017-231-017	CC	13.16	n/a	\$1,560	per Acre	\$20,530
3	CO-21	017-231-018	HDR	4.94	87	\$177	per Unit	\$15,399
3	CO-21	017-231-018	HDR/Aff Very Low		38	\$0	per Unit	\$0
Lot 3 Subtotals				4.94	125			\$15,399
4	CO-42	017-231-019	CC	6.20	n/a	\$1,560	per Acre	\$9,672
5	CO-51	017-231-020	T/BP-LI	15.20	n/a	\$547	per Acre	\$8,314
6	CO-75	017-231-021	P/QP	2.20	0	Tax-Exempt		\$0
7	CO-5	017-231-022	MDR	4.66	27	\$352	per Unit	\$9,504
7	CO-5	017-231-022	MDR/Affordable		19	\$177	per Unit	\$3,363
Lot 7 Subtotals				4.66	46			\$12,867
8	CO-4	017-231-023	MDR	8.37	84	\$352	per Unit	\$29,568
9	CO-22	017-231-024	HDR	7.19	95	\$177	per Unit	\$16,815
9	CO-22	017-231-024	HDR/Aff Low		24	\$0	per Unit	\$0
Lot 9 Subtotals				7.19	119			\$16,815
10	CO-15	017-231-025	MDR	2.51	19	\$352	per Unit	\$6,688
11	CO-52	017-231-026	T/BP-LI	17.64	n/a	\$547	per Acre	\$9,649
12	CO-13	017-231-027	MDR	3.40	24	\$352	per Unit	\$8,448
13	CO-14	017-231-028	MDR	4.42	50	\$352	per Unit	\$17,600
14	CO-7	017-231-029	LDR	9.78	58	\$352	per Unit	\$20,416
15	CO-11	017-231-030	MDR	4.72	34	\$352	per Unit	\$11,968
16	CO-12	017-231-031	MDR	4.89	34	\$352	per Unit	\$11,968
17	CO-16	017-231-032	MDR	2.65	19	\$352	per Unit	\$6,688
18	CO-23	017-231-033	HDR	4.93	58	\$177	per Unit	\$10,266
18	CO-23	017-231-033	HDR/Aff Low		14	\$0	per Unit	\$0
Lot 18 Subtotals				4.93	72			\$10,266
19	CO-6	017-231-034	LDR	8.14	48	\$352	per Unit	\$16,896
20	CO-1	017-231-035	LDR	6.10	36	\$352	per Unit	\$12,672
21	CO-24a	017-231-036	HDR	2.35	40	\$177	per Unit	\$7,080
22	CO-24b	017-231-037	HDR	2.35	40	\$177	per Unit	\$7,080
23	CO-3	017-231-038	LDR	16.58	64	\$352	per Unit	\$22,528
24	CO-76	017-231-039	P/QP	0.32	n/a	Tax-Exempt		\$0
25	CO-2	017-231-040	LDR	6.21	36	\$352	per Unit	\$12,672
C	CO-62	017-231-041	Tax-Exempt	5.70	n/a	Tax-Exempt		Tax-Exempt
B	CO-63	017-231-042	Tax-Exempt	0.90	n/a	Tax-Exempt		Tax-Exempt
A	CO-61	017-231-043	Tax-Exempt	2.20	n/a	Tax-Exempt		Tax-Exempt
D	CO-81	017-231-044	Tax-Exempt	0.84	n/a	Tax-Exempt		Tax-Exempt
E	CO-82	017-231-045	Tax-Exempt	0.86	n/a	Tax-Exempt		Tax-Exempt
F	CO-65	017-231-046	Tax-Exempt	1.30	n/a	Tax-Exempt		Tax-Exempt
G	CO-64	017-231-047	Tax-Exempt	2.40	n/a	Tax-Exempt		Tax-Exempt
Totals				197.88	948			\$309,900

"att1"

[1] FY 2016-17 is the Base Year

[2] Increases in each Fiscal Year following the Base Year by the Tax Escalation Factor.

Attachment 2
HP Campus Oaks CFD No. 2 (Public Services)
Maximum Annual Special Tax per Tax Category - Base Year [1]

Tax Category	Maximum Annual Special Tax per Unit or Per Acre [2]	Unit of Measure	Original Parcel/ Large Lot Parcel Numbers	Original Assessor's Parcel Numbers
LDR	\$352.00	Per Unit	(20, 25, 23, 19, 14)	017-231-035, 017-231-040, 017-231-038, 017-231-034, 017-231-029
MDR	\$352.00	Per Unit	(7 - portion, 8, 15, 16, 12, 10, 17)	017-231-030, 017-231-031, 017-231-027, 017-231-025, 017-231-032 017-231-022 (portion), 017-231-023
MDR (Affordable)	\$177.00	Per Unit	(7 - portion)	017-231-022 (portion)
HDR	\$177.00	Per Unit	(3 - portion, 9 - portion, 18 - portion, 21, 22)	017-231-018 (portion), 017-231-024 (portion), 017-231-033 (portion) 017-231-036, 017-231-037
HDR Affordable Low	\$0.00	Per Unit	(9 - portion, 18 - portion)	017-231-024 (portion), 017-231-033 (portion)
HDR Affordable Very Low	\$0.00	Per Unit	(3 - portion)	017-231-018 (portion)
BP	\$2,590.00	Per Acre	(1)	017-231-016
CC	\$1,560.00	Per Acre	(2, 4)	017-231-017, 017-231-019
T/BP-LI	\$547.00	Per Acre	(5, 11)	017-231-020, 017-231-026

[1] FY 2016-17 is the Base Year

[2] Increases in each Fiscal Year following the Base Year by the Tax Escalation Factor.

"att2"



EXHIBIT B:

List of Authorized Services

EXHIBIT B

**HP Campus Oaks
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 include those set forth below in addition to the costs associated with collecting and administering the special taxes and annual administering the District for the HP Campus Oaks Project (Project). The authorized services to be funded for the HP Campus Oaks Community Facilities District (CFD) No. 2 (Public Services) include these:

1. Open Space improvement, operations and management, monitoring, maintenance (including general maintenance, signage, 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, 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 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:
 - Woodcreek Oaks Boulevard (east side only)
 - Blue Oaks Boulevard (south side only)
 - HP Way
 - Painted Desert Road
 - Crimson Ridge Road
5. Neighborhood Park maintenance, and repair and replacement.
6. Storm water management, water quality structural controls, including drainage swales constructed between storm drain facilities and receiving waters.
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 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.

NOTICE OF PUBLIC HEARING

RE: Establishment of Community Facilities District

CITY OF ROSEVILLE HP Campus Oaks Community Facilities District No. 2 (Public Services)

The City of Roseville is considering the formation of a community facilities district (the "CFD") under the authority of the Mello-Roos Community Facilities Act of 1982, as amended, to fund certain Public Services related to new development within the City of Roseville, and to incur bonded indebtedness of the CFD.

This Notice contains a brief summary of the proposal, but you are referred to the City Council's Resolution of Intention to Form a Community Facilities District and Levy a Special Tax (No. 16-205, adopted June 1, 2016) for details of the proposal.

The proposal is to subject the property within the CFD to a special tax which will be used to pay for services of benefit to land within the CFD. Parcels in the CFD will remain subject to the Special Tax in perpetuity. The proceeds of the special tax will be used to pay for the services and other expenses set forth in the resolution referred to in the preceding paragraph. A map showing the land proposed to be included in the CFD is on file with the City Clerk.

In order to confer the authority upon the City Council of the City of Roseville to levy the special tax, a public hearing must be held on the proposal, then the City Council will decide whether to form the CFD, and finally the qualified electors within the CFD must approve the proposal by a two-thirds vote. Where the CFD is uninhabited (as is the case here) the qualified electors are, pursuant to law, the owners of property within the CFD.

This is the notice of the public hearing. The public hearing will be held during the City Council meeting on Wednesday, July 6, 2016 at 7:00 p.m., in the Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

At the hearing, the testimony of all interested persons or potential special taxpayers for or against the formation of the CFD and the authorization to levy the special tax will be heard. If written protests against the proposed CFD are delivered to the City Clerk at or before the time set for the hearing by either registered voters residing within, or the owners of property within, the proposed CFD, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the CFD or by the owners of a majority of the land area within CFD which is or will be subject to the special tax, if not withdrawn prior to the close of the hearing so as to reduce the value of the protests to less than a majority, will require the proposed CFD to be eliminated from immediate consideration, and prevent its being included in a subsequent proceedings for at least one year.

If the Council, after the public hearing, determines that a majority protest under Section 53324 of the California Government Code was not made at the hearing, the Council may conduct an election by mailed or hand-delivered ballot to levy a special tax.

Questions should be directed to the undersigned, telephone (916) 774-5263.

Dated: _____, 2016

/s/ Sonia Orozco
Sonia Orozco, City Clerk
City of Roseville



COUNCIL COMMUNICATION

CC #: 7826

File #: 0321 & 0800-06

Title: Municipal Code Amendment - Temporary A-Frame Signage

Contact: Derek Ogden 916-774-1348 dogden@roseville.ca.us

Meeting Date: 7/6/2016

Item #: 9.2.

RECOMMENDATION TO COUNCIL

The Planning Division recommends the City Council consider and adopt the proposed Ordinance relating to Section 17.10.186 of the Municipal Code (Temporary Signs). This section amends the provisions for A-frame signs. The revised Ordinance reflects direction provided to Staff at the April 20th City Council hearing.

BACKGROUND

The regulations for A-frames signs have been in place since September of 2011. Since this time the City Council has extended the provisions regarding A-frame signs on several occasions. At the April 20th City Council meeting, Staff was directed to revise the existing temporary provisions of the City's Sign Ordinance relating to A-frame signs to make the Ordinance permanent. During the public hearing, the Council requested that the Ordinance require businesses to remove their temporary signs each day.

In addition to these requirements, the Council asked about penalties for illegal A-frame signs. Staff would suggest the City utilize the existing code enforcement process for illegal signs. This approach has been successful in the past to gain compliance with the Sign Ordinance. This approach is a progressive method of code enforcement. The first infraction receives a written warning and education about the Sign Ordinance. The second offense would allow code enforcement staff to remove the sign and require a nominal pickup fee for the handling of the sign. Future violations would allow Code Enforcement Staff to cite each offense.

Based on the direction from Council, Staff has revised the provisions of Roseville Municipal Code Section 17.10.186. Specifically the following provisions have been added:

- A provision that A-frame signs would be removed at the close of business each day
- A-frame signs should not be attached to trees, benches, newspaper racks etc. (This language was included to address businesses leaving A-frame signs out for multiple days and chaining them to landscaping to prevent theft.)
- A provision requiring signs to be located off driveway corners where the vision of motorists could be obstructed.

DISCUSSION

The proposed Ordinance will provide a permanent solution moving forward for A-frame signs. Staff has reviewed the proposed changes with the City Attorney's Office and Code Enforcement Staff. We believe the changes to the Ordinance will be easily enforceable and provide the City's business owners with a clear expectation when utilizing A-frame signs for advertising. City Staff has also discussed the proposed Ordinance with the Roseville Chamber of Commerce. The Chamber has not expressed any concerns with the proposed changes.

FISCAL IMPACT

Code Enforcement staff time will be required to ensure the new provisions of A-frame signs are enforced equitably throughout the City. Code Enforcement anticipates making periodic vehicle surveys for illegal A-frame signs. It is anticipated that two to three vehicle surveys will be conducted each month. These surveys could be conducted both during the week and occasionally on weekends. The cost of these ongoing inspections will be absorbed within the Development Services Department annual budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project consists of changes to the City of Roseville Sign Ordinance. No significant changes that could effect the environment are being proposed as part of this update. This project is therefore not subject to the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) ("The General Rule") pertaining to projects that do not have the possibility to have a significant effect on the environment.

Respectfully Submitted,

Derek Ogden, Senior Planner

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:**Description**

Exhibit A - Draft Ordinance

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
17.10.186 OF CHAPTER 17.10 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING A-FRAME SIGNS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 17.10.186 of Chapter 17.10 of Title 17 of the Roseville Municipal Code is hereby amended to read as follows:

17.10.186 A-frame signs.

~~This section of this chapter has been approved on a temporary basis to allow A-frame signs until October 18, 2015.~~ A-frame signs that meet all of the following criteria are exempt from the fee, permit and sticker provisions of this title.

- A. Quantity. One per business.
- B. Size. A maximum of six square feet per side.
- C. Height. A maximum height of four feet.
- D. Acceptable Materials. Professional quality materials (stenciled plywood is prohibited).

E. Location. A-frame signs shall be located on private property, which may include privately owned commercial property landscape setbacks. A-frame signs are prohibited in the public right-of-way including medians and sidewalks, and shall not block accessible paths of travel or inhibit sight distance for ingress and egress. All A-frame signs shall be located outside of the clear vision triangle as defined by Section 17.04.160 of this title.

F. Stabilization. All A-frame signs shall be freestanding and able to withstand wind gusts or must be removed during inclement weather. A-frame signs shall not be attached to structures, landscape trees, benches, or any other landscape features.

G. Sign Copy. Messaging on A-frames shall be limited to advertisement of on-site businesses only.

H. Daily Removal. All signs shall be removed at the close of business each day.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk