



AGENDA
May 23, 2018

7:00 P.M.

**NATURAL GAS FINANCING AUTHORITY MEETING
FINANCE AUTHORITY MEETING
CITY COUNCIL MEETING**

**Council Chambers
311 Vernon Street
Roseville, California**

1. CALL TO ORDER

2. ROLL CALL

**Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan**

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. PRESENTATIONS

5.1. Proclamation - National Public Works Week

Proclaim May 20-26, 2018 as National Public Works Week and urge citizens and civic organizations to acquaint themselves with the issues involved in providing public works, and to recognize the contributions public works staff make toward health, safety, comfort, and quality of life.

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

5.2. Resolution of Commendation and Appreciation to Margo Ezell

Margo Ezell be commended and congratulated for being the recipient of the City of Roseville Sylvia Besana Community Volunteer Award.

CONTACT: Indpreet Kaur 916-774-5420 IKaur@roseville.ca.us

5.3. Placer PROTECT Presentation

Placer County District Attorney Shannon Quigley and Placer County Victim-Witness Advocate Laura Mitchell on efforts to combat elder fraud and abuse in Placer County.

CONTACT: Dee Dee Gunther 916-774-5015

6. 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.

7. 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

7.1. Shadowbrook Lift Station & Force Main Project Phase 2 - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending Council approve the plans and specifications of the Shadowbrook Lift Station and Force Main Phase 2 Project and authorize staff to accept bids. The initial plan involved a trenchless pipeline crossing of Dry Creek but additional geotechnical investigations revealed the need to use an open trench construction method which triggered the need for substantial state and federal permitting. All corresponding permits and permit conditions that relate to the construction contractor have been integrated into the bid documents for Phase 2 construction work. The Phase 2 improvements are estimated to cost \$250,000.00 and is funded under the

Wastewater Rehabilitation Fund.

CC #: 9236

File #: 0900-02

CONTACT: Jonathan Cummings 916-774-5566 [jcummings@roseville.ca.us](mailto:jcumming@roseville.ca.us)

7.2. 2018 Roller Compacted Concrete Pavement Project - Award of Contract, Execution of Agreement, and Budget Adjustment

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-158 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND FBD VANGUARD CONSTRUCTION, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5964 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council award the 2018 Roller Compacted Concrete Pavement Project to lowest responsive bidder, FBD Vanguard Construction, Inc., in the amount of \$7,940,245.00 with authorization for staff to exceed the award amount by 10% (\$794,024.50) as a construction contingency. A budget adjustment is necessary in the amount of \$757,525.00 in available SB-1 funds from the Roadway Fund, \$574,780.00 in SB-1 funds from the Road Maintenance & Rehabilitation Account Fund, and \$1,049,290.00 from Gas Tax. No General Funds are being used for this project. This project will replace the degraded asphalt concrete pavement on portions of Washington Boulevard, Atkinson Street, Denio Loop, and Hickory Street with roller compacted concrete pavement. Curb ramp upgrades within the project limits are also included to ensure that all curb ramps meet current Americans with Disabilities Act standards.

CC #: 9215

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

CONTACT: Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

7.3. Astill Family (W-50B) Park Project – Contract Award and Budget Adjustment

Memo from Park Development Analyst Joel De Jong and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-161 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND JM SLOVER, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5965 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The scope of work for Astill Family Park includes installation of open turf, a children's play area, picnic and game tables, a perimeter walkway, landscaping and irrigation. Additive alternatives included as part of the award are the installation of a shade structure over a second picnic area, a horseshoe court, and an ornamental iron fence adjacent to the play area. Construction cost for the

project is \$791,330.00. Funding for the project was approved in the FY2016-17 budget allocated from the West Roseville Specific Plan Neighborhood Park Development Fund. There will be no impact to the General Fund.

CC #: 9218

File #: 0704-01 & 0201-01

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

7.4. Uniform Rental and Cleaning Service - Service Agreement Renewal

Memo from Buyer Becky Philip and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-162 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND PRUDENTIAL OVERALL SUPPLY, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1904002). Staff recommends Council approve a service agreement renewal with Prudential Overall Supply for rental and cleaning of City uniforms and flame resistant clothing utilizing National Intergovernmental Purchasing Alliance contract through the City of Tucson, Arizona. The estimated annual cost of the agreement for FY2018-19 is \$119,885.00, or not to exceed each department's budgeted amounts. Staff requests authorization to renew without further Council approval.

CC #: 9240

File #: 0203-15

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

7.5. Police Uniforms (RFQ 01-3047) - Service Agreement

Memo from Buyer Becky Phillip and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-172 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND GALLS, LLC DBA BLUMENTHAL UNIFORMS, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1904093). Staff recommends Council approve a service agreement renewal with Galls, LLC dba Blumenthal Uniforms for police uniforms utilizing RFQ 01-3047. The total estimated annual cost for FY2018-19 is \$65,000.00. Funding is included in the Police Department's FY2018-19 Patrol Uniform Budget. Staff requests authorization to renew without further Council approval.

CC #: 9233

File #: 0203-15

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

7.6. Electrical Cable (RFQ 01-3043) - Purchase Order Renewals

Memo from Buyer Babette Owens and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION 18-165 APPROVING PURCHASE ORDER RENEWALS FOR ELECTRICAL CABLE. Staff requests Council approve the renewal of purchase orders to Young & Company, Geo E. Honn Company, and The Okonite Company for electrical cable. The

estimated annual cost of cable is \$875,000.00, or not to exceed department budgeted amounts. Funding is included in the Electric Department's Restore Inventory Replacement Account FY2018-19 budget. Staff requests authorization to renew without further Council approval.

CC #: 9223

File #: 0203-07-03

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

7.7. Orchard Ranch Adventure Club Modular Building - Service Agreement and Budget Adjustment

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt ORDINANCE NO. 5972 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt RESOLUTION NO. 18-181 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CLASS LEASING, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1808253). Staff requests Council approve a budget adjustment in the amount of \$300,000.00 from the Youth Development Fund to the Orchard Ranch Adventure Club Capital Improvement Project and approve a service agreement with Class Leasing in the amount of \$224,615.00 for the purchase and placement of a modular building. The purchase will be funded via a \$300,000.00 loan from the Automotive Replacement Fund to the Youth Development Fund. Ongoing maintenance costs will also be funded by the Youth Development Fund. There is no General Fund impact.

CC #: 9255

File #: 0704 & 0201-01

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

Resolutions

7.8. Louis Orlando Transfer Point Project - Notice of Completion

Memo from Senior Engineer Raul Cervantes and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-170 ACCEPTING THE PUBLIC WORK KNOWN AS THE LOUIS/ORLANDO TRANSFER POINT PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The project constructed covered waiting platforms with bench seating, a small restroom and utility closet for employee use only, a paved parking lot, bike racks and bike lockers, on-site lighting, security cameras, six bus loading areas, and landscaping. The project was funded by \$2,480,000.00 of Federal Transit Administration grant funds, \$80,081.00 of Prop 1B TSSDRA grant funds, \$277,349.00 of State Low Carbon Transit Operations Program grants, \$117,000.00 of Placer County Air Pollution Control District Clean Air grant funds, \$362,667.00 from Placer County Transit and Sacramento

Regional Transit reimbursement, and \$340,903.00 of Local Transit Fund Available Resources. No General Funds were used for this project.

CC #: 9231

File #: 0721-03

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

7.9. Sierra Gardens Transfer Point Project - Professional Services Agreement Amendment

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-175 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND INTERWEST CONSULTING GROUP, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request of Council to approve an amendment to the professional services agreement with Interwest Consulting Group for acquisition services for the Sierra Gardens Transfer Point Project. Additional consultant oversight and acquisition negotiations are necessary due to concerns with the location of the bus shelter. The cost of the additional environmental services is \$15,146.00, bringing the total contract amount to \$36,591.00. Funding for this project is from Roadway and Transportation Development Act funds. There are sufficient funds in the project's existing budget to cover the additional cost.

CC #: 9238

File #: 0721

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

7.10. Oakridge Drive Bridge and Industrial Avenue Bridge Replacement Project - Professional Design Services Agreement Amendment

Memo from Associate Engineer Hossein Naghibzadeh and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-174 APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MARK THOMAS & COMPANY, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the first amendment to professional design services agreement with Mark Thomas & Company, Inc. in the amount of \$86,168.00 for additional design services needed for the Oakridge Drive Bridge Replacement Project. This project is 100% funded with Federal Bridge Replacement Funds.

CC #: 9237

File #: 0900-04-02

CONTACT: H. Naghibzadeh 916-746-1300 hnaghibzadeh@roseville.ca.us

7.11. Hewlett Packard Master Plan - Phase 1B Painted Desert Drive - Certificate of Completion

Memo from Senior Construction Inspector Darrell Robbison and Acting

Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-168 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS HEWLETT PACKARD MASTER PLAN - PHASE 1B PAINTED DESERT DRIVE 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. The Engineering Division has made final inspection of the project and has found the sewer infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 9227

File #: 0400-04-18-1

CONTACT: Darrell Robbison 916-746-1321 drobbson@roseville.ca.us

7.12. Hewlett Packard Master Plan - Roseville Parkway Phase 1 (Formerly HP Way) - Certificate of Completion

Memo from Senior Construction Inspector Darrell Robbison and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-169 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS HEWLETT PACKARD MASTER PLAN - HP WAY PHASE 1, 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. The Engineering Division has made final inspection of the project and has found the sewer infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 9228

File #: 0400-04-18-1

CONTACT: Darrell Robbison 916-746-1321 drobbson@roseville.ca.us

7.13. Hewlett Packard Master Plan - Crimson Ridge Way- Certificate of Completion

Memo from Senior Construction Inspector Darrell Robbison and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-167 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS HEWLETT PACKARD MASTER PLAN - CRIMSON RIDGE WAY 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. The Engineering Division

has made final inspection of the project and has found the sewer infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 9226

File #: 0400-04-18-1

CONTACT: Darrell Robbison 916-746-1321 drobbison@roseville.ca.us

7.14. Washington Boulevard Sidewalk at Blue Oaks Boulevard - Maintenance Agreement

Memo from Senior Engineer Guy Howes and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-171 APPROVING A MAINTENANCE AGREEMENT WITHIN STATE HIGHWAY RIGHT OF WAY ON ROUTE 65 WITHIN THE CITY OF ROSEVILLE, BY AND BETWEEN THE CITY OF ROSEVILLE AND STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve a maintenance agreement with the State of California, Department of Transportation to allow for a proposed pedestrian improvement (sidewalk) to be constructed and drainage areas maintained adjacent to Washington Boulevard near Blue Oaks Boulevard and within State right of way. The actions requested as part of this item will not result in an impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 9232

File #: 0800-06

CONTACT: Guy Howes 916-774-5339 ghowesroseville.ca.us

7.15. Douglas Substation Civil Construction Phase 2 - Notice of Completion

Memo from Power Engineer Ozro Corulli and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-163 ACCEPTING THE PUBLIC WORK KNOWN AS THE DOUGLAS SUBSTATION CIVIL CONSTRUCTION PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ELECTRIC UTILITY DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve the Notice of Completion for the Douglas Substation Civil Construction Phase 2 Project. Civil work included demolition of existing foundations, constructing new foundations, installing conduits and grounding. These upgrades have improved the protection and reliability of the 60kV transmission network. Construction was completed for a total cost of \$898,764.00 and was paid from the Douglas Substation Rebuild Project budget. This cost includes \$51,127.00 in change orders, approximately 6% of the awarded project amount. This is less than the Council approved change order authority of 10%, or \$84,763.70. The majority of change order amount replaced aged asphalt that deteriorated during construction activities.

CC #: 9220

File #: 0900-03

CONTACT: Ozro Corulli 916-774-5586 ocorulli@roseville.ca.us

7.16. Water, Wastewater, Solid Waste Utility Rate Study - Professional Services Agreement

Memo from Environmental Utilities Analyst Terri Shirhall and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-176 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND RAFTELIS FINANCIAL CONSULTANTS, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve a professional services agreement with Raftelis to provide consulting services for preparation of a water, wastewater, and solid waste utility rate study. The total contract value of the agreement is not to exceed \$118,890.00. Funding for this agreement is included in the Environmental Utilities Water Operations Fund FY2017-18 budget.

CC #: 9241

File #: 0800-02

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

7.17. Roseville Aquatics Complex - Concession Services Agreement

Memo from Recreation Coordinator Scott Marchetti and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-173 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CLOVER CONCESSIONAIRES, INC. DBA DAVE'S DAWGS, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval for an agreement with Clover Concessionaires, Inc. dba Dave's Dawgs, to operate concession services at the Roseville Aquatics Complex. There will be no impact on the General Fund and the City will receive 15% of all net sales.

CC #: 9217

File #: 0707

CONTACT: Scott Marchetti 916-774-5971 smarchetti@roseville.ca.us

7.18. Consulting Services - Professional Services Agreement Amendment

Memo from Administrative Assistant Molly Felix and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 18-177 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MUNICIPAL RESOURCE GROUP, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends approval to amend the current professional services agreement with Municipal Resource Group, LLC to provide leadership and strategic planning support to departments as well as continuing to assist City Council with goal setting, performance measurement and other items as identified. Services to be utilized citywide on an as-needed

basis and paid for by departments utilizing the consultation services. Total compensation shall not exceed \$100,000.00.

CC #: 9219
File #: 0600

CONTACT: Molly Felix 916-774-5213 mfelix@roseville.ca.us

7.19. General Financial Analysis Services - Professional Services Agreement

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-166 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ECONOMIC & PLANNING SYSTEMS, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of an agreement to perform fiscal impact analysis of annexation and rezone projects as well as impact fee studies. There will be no new fiscal impact from this agreement since the consulting services it covers will be for projects that will either be charged to an external party or if not already budgeted, staff will return to Council requesting a budget adjustment. The agreement allows services per fiscal year of up to \$100,000.00, for an overall total not to exceed \$300,000.00.

CC #: 9225

File #: 0200

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

7.20. Roseville Finance Authority - FY2018-19 Budget

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt ROSEVILLE FINANCE AUTHORITY RESOLUTION NO. 1-18 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2018-19. Staff is requesting approval of the Roseville Finance Authority budget for FY2018-19. The debt service payments of \$11,023,036.00 reflect the Certificates of Participation (COPs) for the Corporation Yard and 316 Vernon Street along with the Marks-Roos bond refundings of Community Facilities District (CFD) bonds. The Authority has issued other bonds and COPs, but that debt service is reflected in the City's budget within each respective enterprise fund. For CFD bond issues, the Authority acts as a conduit to collect payments for the refunding of two or more special districts. The budget document provides a financial summary of the Roseville Finance Authority Fund. There is no fiscal impact to report.

CC #: 9246

File #: 0103-29-02

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

7.21. Roseville Natural Gas Financing Authority - FY2018-19 Budget

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt ROSEVILLE NATURAL GAS FINANCING AUTHORITY RESOLUTION NO. 1-

18 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2018-19. This item requests approval of the Roseville Natural Gas Financing Authority budget for FY2018-19. The debt service payments of \$16,762,500 repay principal and interest on the Gas Revenue Bonds which financed the prepayment of natural gas used for the Roseville Energy Park. The budget document provides a financial summary of the Roseville Natural Gas Financing Authority Fund. There is no fiscal impact to report.

CC #: 9247

File #: 0103-17

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

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

7.22. Maidu Park - Cell Tower Agreement

Memo from Information Technology Division Manager Tom Pelster and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 18-182 APPROVING A STANDARD TOWER ATTACHMENT LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SACRAMENTO-VALLEY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, DBA VERIZON WIRELESS AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Maidu Park has been identified by Verizon as a strategic location to construct a new cell tower and improve their service. Staff is requesting Council to approve the Standard Tower License Agreement with Sacramento-Valley Limited Partnership, doing business as Verizon Wireless to construct a cell tower at Maidu Park. The City receives a one-time \$18,000.00 administrative fee within 30 days of the commencement date and \$1,800.00 per month increasing 3% annually for the term of the agreement.

CC #: 9258

File #: 0708

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

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

7.23. 800 Mhz Radio Replacement Project - Budget Adjustment

Memo from Business Systems Analyst Brittany Flores and Chief Information Officer Hong Sae recommending Council adopt ORDINANCE NO. 5969 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. In October of 2017, the final results from the City's radio allocation study were released. The results of the study found that Transit/Transportation divisions are responsible for a total of \$938,641.00 rather than the \$988,956.00 originally allocated prior to the study. This requested budget adjustment will create a more accurate reflection of the amounts each fund is responsible for paying into the project based on the allocation study.

CC #: 9256

File #: 0203-05 & 0201-01

CONTACT: Brittany Flores 916-774-5431 bflores@roseville.ca.us

7.24. Solid Waste Processing and Disposal - Budget Adjustment

Memo from Solid Waste and Stormwater Manager Devin Whittington and Environmental Utilities Director Richard Plecker recommending Council adopt ORDINANCE NO. 5970 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment to cover the processing of waste at the Materials Recovery Facility and container rehabilitation costs for the remainder of FY2017-18. The economic activity in the City has increased resulting in additional tonnage being processed and disposed. The amount needed is \$650,000.00 the funds needed will come from the Solid Waste Operations Fund and will not have an impact on the current Solid Waste Rates.

CC #: 9239

File #: 0800-02 & 0201-01

CONTACT: Devin Whittington 916-774-5786 dwhittington@roseville.ca.us

7.25. Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements Project - Budget Adjustment and Change Order Authority

Memo from Assistant Engineer Collen Boak and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-164 APPROVING CHANGE ORDER AUTHORITY FOR THE DRY CREEK WASTEWATER TREATMENT PLANT COGENERATION AND NITRATE REDUCTION IMPROVEMENTS PROJECT; and adopt ORDINANCE NO. 5966 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council authorize the Environmental Utilities Director, or his designee, to execute change orders by no more than 10% (\$2,325,019.00) of the total project budget. Additionally, staff requests Council approve a budget adjustment in the amount of \$2,325,019.00 to transfer Wastewater Rehabilitation funds to the Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements Project budget to provide for a 10% project contingency to be used at the discretion of the Environmental Utilities Director.

CC #: 9222

File #: 0900-02-02-1 & 0201-01

CONTACT: Colleen Boak 916-774-5535 cboak@roseville.ca.us

7.26. Homeland Security Grant - Budget Adjustment

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun recommending Council adopt ORDINANCE NO. 5967 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN

AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment to add \$16,563.69 to the Police Department patrol budget for the reimbursement of the purchase of chemical biological radiological nuclear gas mask filters, and \$21,809.29 for the reimbursement of special weapons and tactics headsets and an under the door camera. The City will later be reimbursed for the purchases by Federal Homeland Security funds administered by Placer County Office of Emergency Services. There will be no net fiscal impact on the City.

CC #: 9229

File #: 0214 & 0201-01

CONTACT: Shelly Bracco 916-774-5018 sbracco@roseville.ca.us

7.27. Interfund Loan Repayment Schedule Changes and Budget Adjustment

Memo from Controller Jacquelyn Flickinger and Finance Director Dennis Kauffman recommending Council adopt ORDINANCE NO. 5968 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Finance Department recommends Council approve a budget adjustment and revised interfund loan repayment schedules. This action will result an increase in appropriations of \$2,212,032.00 in various funds to repay the Fire Station interfund loan, increase the Child Care Fund loan, and adjust the interest payment dates. There is no impact to the General Fund.

CC #: 9230

File #: 0201-01 & 0200

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

7.28. Well Destruction Project - Budget Adjustment

Memo from Assistant Engineer Colleen Boak and Environmental Utilities Director Richard Plecker recommending Council adopt ORDINANCE NO. 5971 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt RESOLUTION NO. 18-160 APPROVING AN INCREASE IN CHANGE ORDER AUTHORITY. Staff has determined that a budget adjustment in the amount of \$25,155.66 is necessary to transfer Water Rehabilitation funds to the Well Destruction Project budget to account for additional yardage of concrete in excess of the remaining contingency funds for the project. Additionally, staff is requesting that Council approve an increase in the change order authority from ten percent (10%) to twenty percent (20%) to cover the additional costs. The scope of the project as previously awarded includes the destruction of three historic wells no longer in use by the Water Utility. The project is funded by the Water Rehabilitation Fund.

CC #: 9242

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Proposition 69 Ballot Measure and Repeal of Senate Bill 1

Memo from Government Relations Administrator Mark Wolinski and Public Affairs & Communications Director Megan MacPherson recommending Council adopt RESOLUTION NO. 18-183 TO SUPPORT PROP 69 AND OPPOSE SENATE BILL-1 REPEAL; or adopt RESOLUTION NO. 18-184 IN SUPPORT OF PROPOSITION 69; or take no action. At the April 2018 Law and Regulation Committee meeting, the Committee recommended that staff bring the Proposition 69 ballot measure and the initiative to repeal Senate Bill (SB) 1 to the City Council for its consideration. Proposition 69 is a measure on the June statewide ballot to provide additional protections for transportation revenues. It is a constitutional amendment to prohibit the legislature from diverting or borrowing any new transportation revenues for non-transportation improvement purposes. SB 1 was signed into law last year as a way to address a \$59 million deferred maintenance backlog on state highways and \$78 billion needed for local streets and roads. If SB 1 is repealed, it would eliminate guaranteed funding for cities and counties for road maintenance and limit future state funding for transportation projects.

CC #: 9254

File #: 0103-32-02

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

8.2. Westbrook Community Facilities District No. 1, Series 2018 Bond Issuance

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-178 AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF SUPPLEMENT NO. 1 TO FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. The maximum authorized indebtedness for the district is \$90,000,000.00. The 2018 bonds to be issued will be secured on parity with the district's outstanding bonds captioned "\$14,355,000.00 City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2014", which were issued on December 18, 2014, and are currently outstanding in the aggregate principal amount of \$14,235,000.00. The 2018 bonds are being issued to construct and acquire certain public facilities of benefit to the district, increase the amount in the debt service reserve fund, provide capitalized interest, and pay costs of issuance of the bonds. An additional series of bonds is expected to be

issued in the future to facilitate development in Phase 3 of the project. The Community Facilities District (CFD) will generate special taxes that will be paid by the property owners sufficient to pay the costs for the debt service, CFD administration, and any authorized pay-as-you-go facilities. The issuance of this second series of bonds will not impact the City's general fund.

CC #: 9243

File #: 0206-03-01

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

8.3. 316 Vernon Street - Retail Lease Agreement

Memo from Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-159 APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND GOOSE PORT, INC. AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request of Council for approval of a lease agreement with Goose Port, Inc. for the lease of approximately 2,641 square feet of retail space in the City-owned 316 Vernon Street building to operate a sports-themed restaurant and bar. The modified net lease carries an initial term of 126 months at a starting rent of \$2.25 per square foot, with two additional 60-month optional renewals at then-current market rate. The tenant pays all expenses including possessory interest and business personal property tax, garbage and organic waste collection, electricity, gas, water, and wastewater. The lease would generate \$770,115.00 in unrestricted General Fund revenue over the initial 126-month term.

CC #: 9216

File #: 1006-01

CONTACT: Mike Isom 916-774-5527 misom@roseville.ca.us

8.4. License Plate Reading Camera System Purchase

Memo from Department Public Information Officer Dee Dee Gunther and Police Chief James Maccoun recommending Council adopt RESOLUTION NO. 18-179 APPROVING A SOLE SOURCE SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND STOMMEL, INC. DBA LEHR AUTO ELECTRIC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1804329). Staff requests Council approval of a service agreement in the amount of \$132,543.41 for the purchase of a Vigilant Solutions license plate recognition system, including ten cameras, mounting hardware, software, installation, training, and three years of service and maintenance. This is a sole-source purchase based on standardization of equipment with regional law enforcement partners. Sufficient funds were designated for this purchase in savings from the FY2016-17 General Fund budget and in the current year's Police Department budget.

CC #: 9244

File #: 0323

CONTACT: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Request for Council Discretionary Funds

Memo from Management Assistant Amy Ruiz and City Clerk Sonia Orozco with a request for Council discretionary funds from Adelante High School, Oakmont High School, Independence High School, Granite Bay High School, Roseville High School, and Woodcreek High School for Safe and Sober Grad Night sponsorship in the amount of \$500.00 each.

CC #: 9245

File #: 0102

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

10. 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.

10.1. Downtown Code Amendment - Regulations Related to Allowed Uses in the Dry Creek Mixed Use (D-7) District

Memo from Planning Manager Gregory Bitter and Acting Development Services Director Mike Isom recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.3.2 OF CHAPTER 2 OF THE ROSEVILLE DOWNTOWN CODE REGARDING ALLOWED LAND USES WITHIN THE DRY CREEK MIXED USE (DT-7) DISTRICT. The requested ordinance is to amend the Downtown code to allow the College and University, Vocational School and Specialty School land use types as principally permitted uses within the Dry Creek Mixed Use District. This item will not have any additional impacts to the General Fund.

CC #: 9221

File #: 0800-06

CONTACT: Greg Bitter 916-774-5294 gbitter@roseville.ca.us

10.2. Accessory Dwelling Units Ordinance Amendments

Memo from Senior Planner Tricia Stewart and Acting Development Services Director Mike Isom recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.08.026 AND 14.08.105 OF CHAPTER 14.08, AMENDING SECTION 14.12.020 OF CHAPTER 14.12, AMENDING SECTION 14.16.010 OF CHAPTER 14.16 OF TITLE 14, AMENDING SECTIONS 19.08.030 AND 19.08.080 OF CHAPTER 19.08, AMENDING SECTIONS 19.10.020 AND 19.10.030 OF CHAPTER 19.10, AMENDING SECTION 19.12.020 OF CHAPTER 19.12, AMENDING SECTIONS 19.26.030 AND 19.26.040 OF CHAPTER 19.26, AMENDING SECTION 19.46.010 OF CHAPTER 19.46, REPEALING AND REPLACING CHAPTER 19.60, AMENDING SECTION 19.72.020 OF CHAPTER 19.72, AND AMENDING SECTION 19.95.030 OF CHAPTER 19.95 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS. This item requests approval of ordinance amendments and revisions to the City's Accessory Dwelling Units Fee Policy to address changes in State Law related to Accessory Dwelling Units (formerly referred to as Second Dwelling Units). The ordinance amendments include changes to Title 14 (Public Utilities) and Title 19 (Zoning) of the Roseville Municipal Code. The proposed changes will bring the City into compliance with State Law. Based on the current legislation, which does allow for most fees to be collected in some capacity, staff does not anticipate a significant fiscal impact.

CC #: 9243

File #: 0800-06

CONTACT: Tricia Stewart 916-774-5258 tstewart@roseville.ca.us

10.3. Wireless Telecommunications in the Public Right-Of-Way - Ordinance Amendment and Adoption of New Permit Fee

Memo from Senior Planner Derek Ogden, Assistant City Attorney Michelle Sheidenberger, Acting Development Services Director Mike Isom, and City Attorney Robert Schmitt recommending Council adopt RESOLUTION NO. 18-180 ADOPTING APPLICATION FEE DEPOSITS FOR A WIRELESS TELECOMMUNICATIONS FACILITIES PERMIT AND A MASTER WIRELESS TELECOMMUNICATIONS FACILITIES PERMIT AND INCORPORATING THE FEES INTO THE SCHEDULE OF USER AND REGULATORY FEES; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 13.30 TO TITLE 13 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY AND AMENDING SECTION 19.34.010 OF CHAPTER 19.34 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ANTENNAS AND COMMUNICATIONS FACILITIES. The requested resolution will introduce a fee for the processing of wireless telecommunication permits and master wireless telecommunication permits. The requested ordinance is to amend Chapter 19.34 of the Roseville Municipal

Code (RMC) regarding the placement of telecommunication facilities. Chapter 19.34 is being amended to clarify that this chapter does not apply to telecommunication facilities located within the public right-of-way if otherwise governed by Chapter 13.30. Chapter 13.30 is proposed to be added to the RMC to regulate the placement and design of wireless telecommunication facilities, including small cell facilities. This item will not have any additional impacts to the General Fund.

CC #: 9248

File #: 0215 & 0800-06

CONTACT: Derek Ogden 916-746-1348 dogden@roseville.ca.us

11. COUNCIL / STAFF / REPORTS/ COMMENTS

12. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 9250
File #: 0102-06

Title: Proclamation - National Public Works Week
Contact: Debbie Dion 916-774-5331 ddion@roseville.ca.us

Meeting Date: 5/23/2018
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Proclaim May 20-26, 2018 as National Public Works Week and urge citizens and civic organizations to acquaint themselves with the issues involved in providing public works, and to recognize the contributions public works staff make toward health, safety, comfort, and quality of life.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Proclamations are not considered a "project as defined by the California Environment Quality Act (CEQA) (CEQA guidelines Section 5378). Consequently, no CEQA action is required.

Respectfully Submitted,

Debbie Dion, Administrative Assistant

Rhon Herndon, Public Works Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Proclamation - National Public Work Week

CITY OF ROSEVILLE



NATIONAL PUBLIC WORKS WEEK

May 20 – 26, 2018

WHEREAS, the American Public Works Association has designated the week of May 20th as National Public Works Week; and

WHEREAS, it is important to recognize that public works services provided in communities are an integral part of citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and infrastructure such as roads, bridges, bikeways, traffic systems, construction and maintenance of public buildings, flood control facilities, street maintenance, fleet maintenance, Roseville Transit, and alternative transportation services; and

WHEREAS, the health, safety, and comfort of the Roseville community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of facilities, and their planning, design, construction, and operation are vitally dependent upon the efforts and skill of public works staff; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the understanding of the importance of the work they perform; and

NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim May 20 – 26, 2018 as **NATIONAL PUBLIC WORKS WEEK** and urge citizens and civic organizations to acquaint themselves with the issues involved in providing public works, and to recognize the contributions public works staff make toward health, safety, comfort, and quality of life.

SIGNED AND APPROVED this 23rd day of May, 2018.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 9251
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Margo Ezell
Contact: Indpreet Kaur 916-774-5420 | Kaur@roseville.ca.us

Meeting Date: 5/23/2018
Item #: 5.2.

RECOMMENDATION TO COUNCIL

Recommend Margo Ezell be commended and congratulated for being the recipient of the City of Roseville Sylvia Besana Community Volunteer Award.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Resolutions are not considered a project as defined by the California Environment Quality Act (CEQA) (CEQA guidelines Section 5378). Consequently, no CEQA action is required.

Respectfully Submitted,

Indpreet Kaur, Human Resources Analyst

Gayle Satchwell, Human Resources Director

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution and Commendation and Appreciation to Margo Ezell

CITY OF ROSEVILLE



OF

COMMENDATION AND APPRECIATION

for

2017 SYLVIA BESANA COMMUNITY VOLUNTEER AWARD

WHEREAS, Sylvia Besana, a Roseville native who epitomized the word "volunteer" as an avid community leader, spent the greater part of her life giving back to the community and making a difference through her commitment to serve and the continuation of her legacy will enhance the Roseville community for years to come; and

WHEREAS, there is no greater asset to a community than the power of dedicated volunteers who give their time and talents, and work tirelessly to give unconditionally; and

WHEREAS, the impact of one person can be far reaching and inspirational in bringing people together to focus on a common goal that will benefit a community; and

WHEREAS, the Roseville community has benefited from the tireless and unselfish volunteerism of Margo Ezell and it is fitting that she be recognized for her efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that Margo Ezell be commended and congratulated for being the recipient of the City of Roseville SYLVIA BESANA COMMUNITY VOLUNTEER AWARD, and urge citizens to volunteer and "light the way" as Sylvia Besana exemplified.

SIGNED AND APPROVED this 23rd day of May 2018.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 9236
File #: 0900-02

Title: Shadowbrook Lift Station & Force Main Project Phase 2 - Approval of Plans and Specifications and Authorization to Call for Bids
Contact: Jonathan Cummings 916-774-5566 [jcummings@roseville.ca.us](mailto:jcumplings@roseville.ca.us)

Meeting Date: 5/23/2018
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Approve the Phase 2 Project; and
2. Authorize staff to advertise the project and accept bids from prospective construction contractors.

BACKGROUND

On February 4, 2015, the City Council awarded a professional services agreement to Hatch Mott MacDonald (HMM) to provide engineering design services for the Shadowbrook Lift Station and Force Main Project. As the project progressed, new information garnered through the work resulted in the need for design changes and construction phasing. The initial plan involved a trenchless pipeline crossing of Dry Creek. Additional geotechnical investigations revealed shallow underground rock conditions which rendered the initial plan costly and risky. Supplemental soil borings confirmed the need to use an open trench construction method across the creek. However, open trench construction triggered the need for substantial state and federal permitting to address temporary construction, dewatering and potential impacts to sensitive fish species.

Given that a significant amount of time would be required to obtain environmental permits, staff elected to move forward with lift station and emergency storage construction improvements, to ensure that wastewater pumping and storage needs at the site were addressed in a timely manner. Those improvements constituted the Phase 1 portion of the work.

In April 2017, the City's Environmental Utilities Department (EUD) finished final inspection for the Phase 1 improvements and found the work to be complete and in accordance with the improvement plans and specifications.

In February 2018, the City's EUD obtained a Biological Opinion from the National Marine Fisheries Services (NMFS), a conditional requirement for issuance of the Nationwide Permit

(NWP). The US Army Corp of Engineers (USACE) issued the NWP in March of 2018 which completed the environmental permit requirements needed to proceed with construction of the Phase 2 improvements. Collectively, four (4) environmental permits have been obtained by the City's EUD. Listed below are the permit resource agency, the respective permit, and date of issuance:

- Central Valley Regional Water Quality Control Board (CVRWQCB), Section 401 Permit – Water Quality Certification, issued July 2016
- California Department of Fish and Wildlife (CDFW), Section 1602 Permit – Streambed Alteration Agreement, issued October 2016
- Central Valley Flood Protection Board (CVFPB), Encroachment Permit, issued November 2016
- US Army Corp of Engineers (USACE), Section 404 Permit – Nationwide Permit (NWP), issued March 2018

All corresponding permits and permit conditions that relate to the construction contractor have been integrated into the bid documents for Phase 2 construction work.

A copy of the plans and specifications are available at the City Clerk's office for review.

FISCAL IMPACT

The project is funded under the Wastewater Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

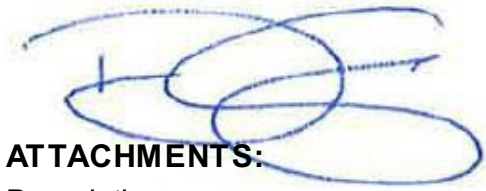
ENVIRONMENTAL REVIEW

Implementation of the Shadowbrook Lift Station and Force Main Phase 2 Project was previously evaluated in the Shadowbrook Lift Station and Force Main Project Initial Study/Mitigated Negative Declaration (IS/MND). The IS/MND was adopted by the City Council June 1, 2016 (SCH# 2016032076). The improvement plans included in the Phase 2 construction bid package are consistent with the project evaluated in the adopted IS/MND and consequently no additional CEQA action is required for Phase 2 project approval and bid authorization.

Respectfully Submitted,

Jonathan Cummings, Assistant Engineer

Richard Plecker, Environmental Utilities Director

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

ATTACHMENTS:

Description

Shadowbrook Lift Station & Force Main Project Phase 2 Bid Cover Sheet

Dominick Casey, Acting City Manager



**Environmental Utilities Department
2005 Hilltop Circle
Roseville, CA**

**NOTICE TO CONTRACTORS
PROPOSAL & CONTRACT PROVISIONS
(VOLUME I of II)**

**FOR THE
Shadowbrook Lift Station & Force Main Project
Phase 2**

**For Pre-Bid Information, contact:
Jonathan Cummings
916-774-5566
JCummings@roseville.ca.us**

Bid Opening: Tuesday, June 19, 2018 @ 3:05 pm

Rosevi

**FOR REVIEW,
A COMPLETE COPY
IS ON FILE IN THE
CITY CLERK DEPARTMENT**



COUNCIL COMMUNICATION

CC #: 9215

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

Title: 2018 Roller Compacted Concrete Pavement Project - Award of Contract, Execution of Agreement, and Budget Adjustment
Contact: Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council award the 2018 Roller Compacted Concrete Pavement Project to lowest responsive bidder, FBD Vanguard Construction, Inc., in the amount of \$7,940,245.00 and adopt a resolution authorizing the Acting City Manager to execute it, with authorization for staff to approve change orders for the project up to 10% (\$794,024.50) as a construction contingency. Additionally, adopt an ordinance for a budget adjustment that is necessary in the amount of \$757,525.00 in available SB-1 funds from the Roadway Fund, \$574,780.00 in SB-1 funds from the Road Maintenance & Rehabilitation Account (RMRA) Fund, and \$1,049,290 from Gas Tax.

BACKGROUND

The scope of this project includes the reconstruction of existing road base with cement treated base, placement of roller compacted concrete pavement, curb ramp reconstruction, and signal detector loop replacements. The arterial and collector street segments identified for the project include: Washington Boulevard from Pleasant Grove Boulevard to just south of Blue Oaks Boulevard; Atkinson Street from Church Street to the Foothills Boulevard overcrossing; and Denio Loop. Heavy usage of these roads by truck traffic has led to degradation of the structural section requiring complete reconstruction. This need provides an ideal opportunity to reconstruct with RCC pavement. Additionally, Hickory Street from Church Street to Oakland Avenue has been included as a test of RCC's usefulness for residential streets. Staff conducted a survey of the adjacent residents and property owners and received support for the street's inclusion in the project.

On March 21st, 2018, the City Council approved the plans and specifications for this project and authorized staff to call for bids. Two bids were received and both were over the engineers estimate. This prompted staff to review the costs to determine if RCC is still the most cost effective paving solution for this project. Staff completed a cost analysis comparing the RCC bid costs to favorable Asphalt Concrete (AC) costs and found RCC to be equal to AC for comparative structural sections. The increased bid cost over the engineer's estimate is due to an

improving economy resulting in higher construction costs overall. The engineer's estimate and bids are as follows:

	Bid Results
Engineer's Estimate	\$6,400,000.00
FBD Vanguard Construction, Inc.	\$7,940,245.00
A. Teichert & Son, Inc. dba Teichert Construction	\$8,224,525.00

Staff has reviewed the bid from FBD Vanguard Construction and found their bid to be complete and in order. We anticipate construction to begin in June and be completed by November of this year.

PUBLIC COMMUNICATION

Previous public outreach has included two separate group meetings with utility companies, a presentation and discussion at the North State Building Industry Association, a public meeting for the residents on Hickory Street, a presentation to the City's Transportation Commission, and a presentation before the City Council. The RCC project has received support at all of those meetings.

As the project moves forward to construction, staff will be mailing an informational postcard to all residents and business within the project area informing them of the upcoming project, what to expect, and anticipated construction schedule. Staff will also be working with the Public Works Marketing & Communications Analyst to disseminate the latest project information through the City's communication channels including but not limited to, e-mail/text message notifications, social media, and earned news coverage. About two weeks before the planned work, Changeable Message Signs (CMS) will be placed at various locations throughout the project area to notify the traveling public about the project, its start and end times, road closures and detours for Atkinson and Hickory Street (Washington Blvd. will remain open during construction), and any potential traffic impacts expected with the work. The majority of the work will take place during regular business hours with occasional night work.

During construction, staff will also be reaching out to the development, utility, and construction communities inviting them to observe the project as it is being built. This will provide an opportunity for interested parties to learn more about RCC. Staff will subsequently solicit input from these entities as we evaluate the success of the project and determine its future potential for use within the City of Roseville.

To minimize inconvenience to attendees of Buljan Intermediate School, it is staff's intent to complete the work along Washington Boulevard while school is out of session during the summer.

The work along Washington Boulevard includes some minor widening of the roadway in the southbound direction to accommodate two southbound lanes on Washington Boulevard. This will result in Washington Boulevard having four lanes all the way from Blue Oaks Boulevard to Pleasant Grove Boulevard.

FISCAL IMPACT

This project funded by \$1,700,000 from the Highway Users Tax (HUT), \$1,500,000 from Traffic Mitigation Funds (TMF), \$1,400,000 in Gas Tax, \$1,330,000 from the Road Maintenance &

Rehabilitation Account (RMRA) Fund, and \$4,850,000 from the Local Transportation Fund (LTF). The requested budget adjustment in the total amount of \$2,380,000 will cover the additional construction cost, and construction contingency. No General Funds are allocated for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create 86 jobs.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration 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,

Noah Siviglia, Assistant Engineer

Rhon Herndon, Public Works Director

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

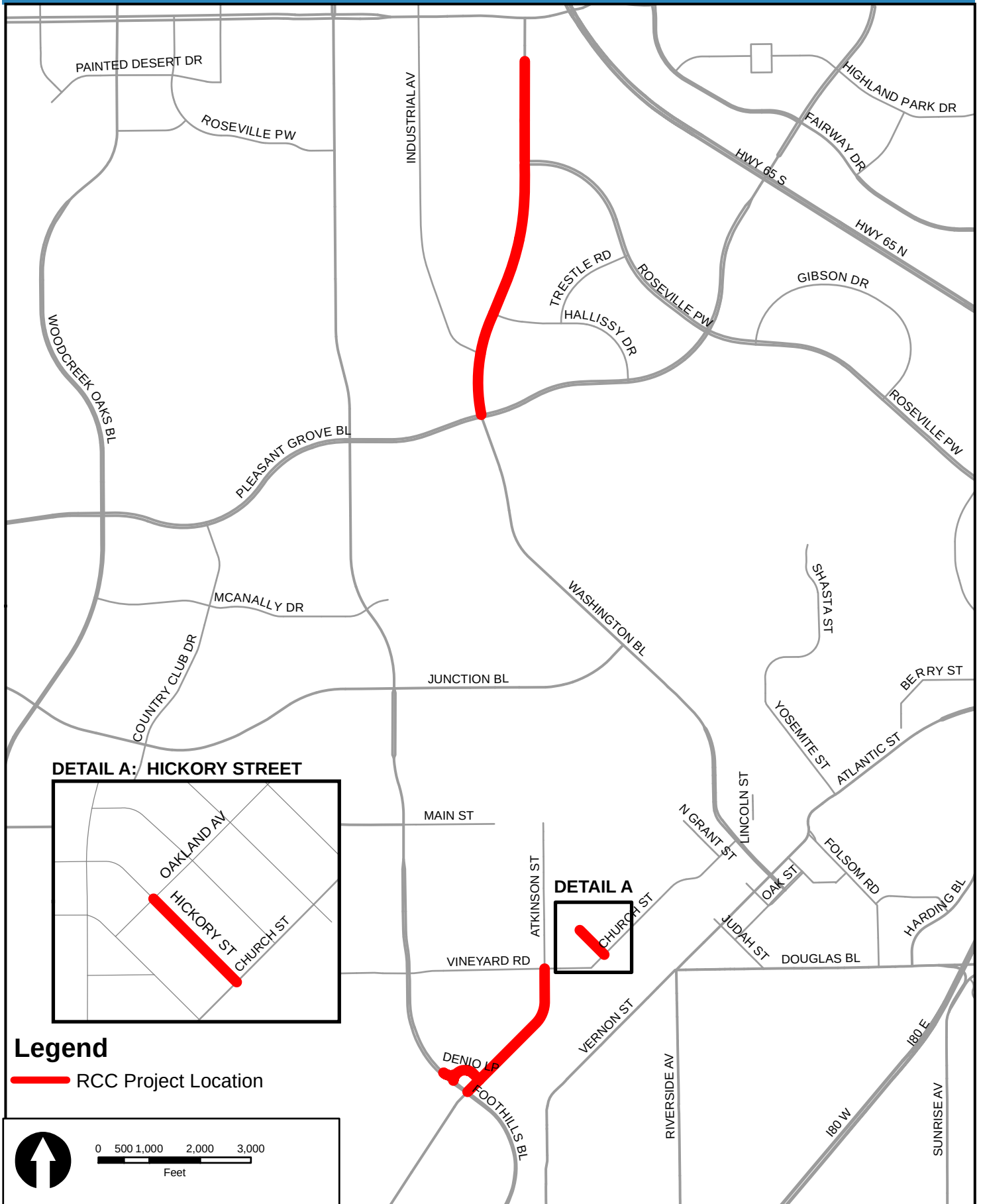
Project Location Map

Resolution No. 18-158

Construction Agreement

Ordinance No. 5964

Budget Adjustment



RESOLUTION NO. 18-158

APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND FBD
VANGUARD CONSTRUCTION, INC., AND AUTHORIZING THE ACTING CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the 2018 Roller Compacted Concrete Pavement project, by and between the City of Roseville and FBD Vanguard Construction, Inc., has been reviewed by the City Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____,
20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and

FBD Vanguard Construction, Inc., a California Corporation _____,
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 21st day of

March _____, 20____, approved plans and specifications for the 2018 Roller Compacted

Concrete Pavement Project _____
and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 16th day of April _____, 2018; 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 16th day of May _____, 2018, the Council found and

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the 2018 Roller Compacted Concrete Pavement Project

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR Seven Million Nine Hundred Forty Thousand Two Hundred Forty-Five dollars (\$ 7,940,245.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

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

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 7,400.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 100 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

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

CITY OF ROSEVILLE

Public Works - Engineering
311 Vernon Street
Roseville, CA 95678
(916) 746-1339

CONTRACTOR

FBD Vanguard Construction, Inc.
651 Enterprise Court
Livermore, CA 94550
(925) 245-1007

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

FBD Vanguard Construction, Inc. _____, a
California Corporation _____

BY: _____
DOMINICK CASEY
Acting City Manager

BY: 
its: Billie Sposeto, President _____

and

ATTEST:

BY: 

its: Barbara Welch, CFO & Secretary

BY: _____

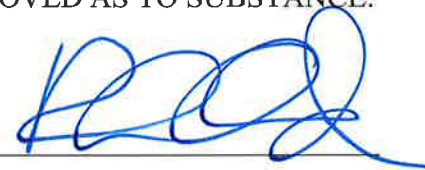
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 

Print Name: **RHON HERNDON**

Title: **Public Works Director**

ORDINANCE NO. 5964

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the 2018 Roller Compacted Concrete Pavement project per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$4,006,765.00.

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 _____, 2018, 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*: Noah Siviglia

DEPARTMENT/DIVISION*: Public Works / Engineering

FISCAL YEAR/EFFECTIVE DATE*: FY18 / 5-16-2018

PROPOSED COUNCIL DATE (if applicable): 05/16/2018

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		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
574,780	20010	6130	253	172503	45	FY19 RMRA portion of project
757,525	20010	6130	253	172503	45	FY18 RMRA portion of project
1,049,840	20010	6130	253	172503	45	Gas Tax portion of project
574,780	00253	3902	253			Transfer in from RMRA fund 259
1,049,840	00253	3902	253			Transfer in from Gas Tax fund 201
\$ 4,006,765	TOTAL					

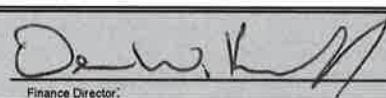
SOURCE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
574,780	00259	3750	259			FY19 RMRA- Reimbursement Revenue (SB-1 fees)
1,049,840	00201	8902	201	172503		Transfer out to Roadway Fund 253
1,049,840			201			Increase to Avail Resources in fund 201
574,780	00259	8902	259	172503		Transfer out to Roadway Fund 253
757,525			253			Available Resources
\$ 4,006,765	TOTAL					

FINANCE USE

Approved:

 4/25/18
BUDGET MANAGER/DESIGNEE DATE

 4/25/18
Finance Director: DATE

Justification for Budget Adjustment*:

This budget adjustment will supply budget for the construction contract and construction contingency.

Approved:  4-24-2018
REQUESTING DEPARTMENT HEAD/DESIGNEE DATE

Approved: _____
CITY MANAGER DATE



COUNCIL COMMUNICATION

CC #: 9218

File #: 0704-01 & 0201-01

Title: Astill Family (W-50B) Park Project – Contract Award and Budget Adjustment

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

Meeting Date: 5/23/2018

Item #: 7.3.

RECOMMENDATION TO COUNCIL

Adopt an ordinance to approve a budget adjustment of \$200,000.00 and award the Astill Family (W-50B) Park Project to apparent low bidder, JM Slover, Inc. Additionally, adopt a resolution to authorize the Acting City Manager to execute the agreement with JM Slover, Inc. in the amount of \$791,330.00, and authorize staff to approve change order requests in an amount not to exceed 10% of the contract amount.

BACKGROUND

Astill Family Park (W-50B) is a 1.5 acre neighborhood park site located on Grand Junction Way off of Westbrook Boulevard and Durango Way, across from the Waste Water Treatment Plant in the West Roseville Specific Plan. The project will include installation of open turf, a children's play area, picnic and game tables, a perimeter walkway, landscaping and irrigation. Additive alternatives included as part of the award are the installation of a shade structure over a second picnic area, a horseshoe court, and an ornamental iron fence adjacent to the play area.

City Council approved the project plans, specifications and bid advertisement at the March 7, 2018 meeting. A total of 4 bids were received on April 3, 2018. The bid results and engineer's estimate are as follows:

Bidder Total (including additive alternatives) Lump Sum

JM Slover, Inc. \$791,330.00

Procida Landscape \$819,090.00

Jensen Landscape \$868,990.00

Sierra Valley Construction \$908,444.00

Engineer's Estimate \$729,491.00

Staff recommends award of the project to JM Slover, Inc. in the amount of \$791,330.00.

Contingency

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

FISCAL IMPACT

This project was originally to be constructed by the Developer, Pulte Homes. At the time of project plan approvals, the construction responsibilities were transferred to the City with an approved budget adjustment based on the engineer's estimate. Funding is allocated through the West Roseville Specific Plan Neighborhood Park Development Fund (Fund 243). Approval of the budget adjustment will transfer an additional \$200,000.00 from the same Neighborhood Park Development Fund (Fund 243) to the CIP account (Project 175007) in order to fully fund the project. There will be no impact to the General Fund. Funding for maintenance will be through the Westpark Community Facilities District for Services.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000 in direct government spending. Based on that guideline, this project is forecast to create nine new jobs.

ENVIRONMENTAL REVIEW

Development of WRSP park sites is identified in the approved WRSP and was previously evaluated at "a project level" in the WRSP Final EIR (Certified February 2004 – SCH# 2002082057). In June 2013 as part of the Westpark Phase 4 and City Parcel Adjustments Specific Plan Amendment project, WRSP Park Site W-50 was reconfigured as WRSP Park Site W-50A and W-50B. Environmental impacts associated with this amendment were evaluated in an Addendum to the original 2004 WRSP EIR (Initial Study dated June 18, 2013). The 2013 Initial Study/Addendum concluded that the proposed Westpark Phase 4 specific plan amendment project would not have a significant effect on the environment. Because Park Site W-50B is consistent with the WRSP EIR 2013 Addendum, no additional CEQA documentation or Council action is required.

Respectfully Submitted,

Joel De Jong, Park Development Analyst

Dion Louthan, Parks, Recreation & Libraries Director

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-161

Agreement_W50B

Ordinance No. 5965

Budget Adjustment_W50B Astill

RESOLUTION NO. 18-161

APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND JM SLOVER, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Astill Family (W-50B) Park project, between the City of Roseville and JM Slover, 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 Acting City Manager is authorized to execute it on behalf of the City of Roseville; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

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

W I T N E S E T H

WHEREAS, the City Council of the CITY, at a meeting held on the 7th day of
March, 2018, approved plans and specifications for the
Astill Family (W-50B) Park Project

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 3rd day of April, 2018; and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____
Astill Family (W-50B) Park Project

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR Seven hundred ninety-one thousand, three hundred thirty dollars (\$ \$791,330.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

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

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 800 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 100 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

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

CITY OF ROSEVILLE

Joel De Jong
316 Vernon St., Suite 400
Roseville, CA 95678
(916)774-5251

CONTRACTOR

John M. Slover
1630 Lotus Rd.
Placerville, CA 95667
(530) 621-4869

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

JM Slover, Inc., a
Contractor

BY: _____
ROB JENSEN
City Manager

BY: [Signature], John M. Slover
its: President

and

ATTEST:

BY: [Signature], Terresa L Slover
its: Sec./CFO

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: _____

Title: _____

ORDINANCE NO. 5965

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Astill Family (W-50B) Park project at the request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$200,000.00.

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 _____, 2018, 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*: Joel De Jong

DEPARTMENT/DIVISION*: Parks, Recreation & Libraries/Park Development

FISCAL YEAR/EFFECTIVE DATE*: FY2017-18

PROPOSED COUNCIL DATE (if applicable): 05/16/2018

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	
200,000	50011	6130	243	175007	45	Astill Family Park (W-50B) Construction
\$ 200,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
200,000			243			WR Neighborhood Park Fund balance
\$ 200,000	TOTAL					

FINANCE USE	Approved:		4/24/18		4/24/18
	BUDGET MANAGER/DESIGNEE		DATE	Finance Director	DATE

Justification for Budget Adjustment*:

The PRL department requests a budget adjustment in the amount of \$200,000 to fund the Astill Family Park (W-50B) project number 175007. This will fully fund the remainder of the project.

Approved:		4-23-18	Approved:	
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 9240
File #: 0203-15

Title: Uniform Rental and Cleaning Service - Service Agreement Renewal
Contact: Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

Meeting Date: 5/23/2018
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve a service agreement renewal with Prudential Overall Supply for rental and cleaning of City uniforms and flame resistant clothing utilizing National Intergovernmental Purchasing Alliance (National IPA) through the City of Tucson, Arizona contract no. 171695, and authorize the Acting City Manager to execute it. The total estimated annual cost of renting and cleaning uniforms and flame resistant clothing for FY2018-19 is \$119,885.00, or not to exceed each department's budgeted amounts.

The National IPA, through the City of Tucson contract, allows for four optional renewal years at one-year intervals with this being the first of four renewals. Staff requests authorization to utilize the optional renewal years of the contract without further Council approvals provided that its respective fiscal year budget is approved by the City Council, until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Finance Department, on behalf of various City departments, has a requirement for uniform rental and cleaning services. These services are provided to those departments opting by a vote of employees to have uniform rentals in lieu of a clothing allowance. The departments utilizing this service include: Electric; Parks, Recreation and Libraries; Public Works; and Environmental Utilities. The service also provides lockers for the employees to store their uniforms.

The City is piggybacking on the National IPA through City of Tucson contract no. 171695 awarded to Prudential Overall Supply for the service and rental of uniforms. The National IPA works with public and non-profit agencies that competitively solicit national master agreements for aggregated use. This contract was competitively bid and allows for any participating agency to benefit from the substantial savings realized from the overall volume of sales. The City began utilizing the services of Prudential Overall Supply in 2013 and their service has been satisfactory.

FISCAL IMPACT

The estimated amount of the agreement for FY2018-19 is \$119,885.00. Funding is included in the respective department's budgets. Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the optional renewal years are as follows: FY2019-20 \$122,282.00; FY2020-21 \$124,728.00; and FY2021-22 \$127,223.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

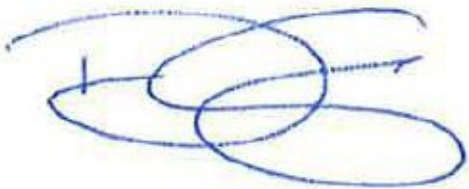
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Becky Philipp, Buyer

Dennis Kauffman, Director of Finance

A handwritten signature in blue ink, appearing to read 'D Casey', with a stylized flourish.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-162

Service Agreement

RESOLUTION NO. 18-162

APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE
AND PRUDENTIAL OVERALL SUPPLY, AND AUTHORIZING THE ACTING CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Service Agreement Renewal (Service Agreement No. S1904002) for uniform rental and cleaning service, between City of Roseville and Prudential Overall Supply, 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 Acting City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the Acting City Manager is authorized to execute three additional one year renewals of the service agreement provided that the applicable budgets are approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

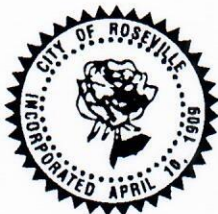
NOES COUNCILMEMBERS:

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: **S1904002**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: RENEWAL DATE: 4/3/18

SUBMIT ALL INVOICES TO:

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

Contractor No.: V39560
Telephone No.: 949-250-4855 EXT 291 Fax:
Email address: ashleyc@pos-clean.com
Contractor: PRUDENTIAL OVERALL SUPPLY
ATTN: ASHLEY CARROLL
1661 ALTON PARKWAY
IRVINE, CA 92606

Department: VARIOUS

Acct. Code: VARIOUS

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/18	NET 30	6/30/19	Approved by Risk Mgt.	BECKY PHILIPP

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
PROVIDE UNIFORM RENTAL AND CLEANING SERVICE TO INCLUDE LOCKERS FOR VARIOUS DEPARTMENTS IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS AND CONDITIONS OF THE NATIONAL IPA THROUGH THE CITY OF TUSCON, AZ CONTRACT 171695 AND THE ATTACHED NEW NIPA UNIT RATES FOR THE CITY OF ROSEVILLE.

PLEASE CONTACT BECKY PHILIPP AT 916-774-5724 FOR QUESTIONS REGARDING THIS CONTRACT.

**Total cost listed below is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Total Cost of Service: \$ **119,885.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

John Thompson
SIGNATURE

JOHN THOMPSON
PRINT NAME

SR VP & CFO
TITLE

CONTRACTOR:

Jana Comer
SIGNATURE

JANA COMER
PRINT NAME

VP of Finance
TITLE

By: _____

Dominick Casey, Acting City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 9233
File #: 0203-15

Title: Police Uniforms (RFQ 01-3047) - Service Agreement
Contact: Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

Meeting Date: 5/23/2018
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve a service agreement renewal with Galls, LLC dba Blumenthal Uniforms for police uniforms utilizing RFQ 01-3047, and authorize the Acting City Manager to execute it. The total estimated annual cost of police uniforms is \$65,000.00, or not to exceed budgeted amounts.

The bid was issued in May 2015 for a three-year contract with two optional renewal years at one-year intervals with this being the first of two renewals. Staff requests authorization to utilize the optional renewal year of the bid contract without further Council approval, contingent upon budget approval.

BACKGROUND

The City of Roseville Police Department has an ongoing need to provide uniforms for our public safety personnel. The department will purchase the police uniforms on an as-needed basis for new hires, replacement personnel due to retirements, and uniform replacement due to wear and tear in the normal course of business.

FISCAL IMPACT

The estimated annual cost for uniforms for FY2018-19 is \$65,000.00 and funding is included in the Police Department's proposed FY2018-19 budget. Spending for the future renewal will be contingent upon Council approval of budgets. Projected spending for the optional renewal year is as follows: FY2019-20 \$75,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Becky Philipp, Buyer

Dennis Kauffman, Director of Finance



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-172

Service Agreement

RESOLUTION NO. 18-172

APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND GALLS, LLC DBA BLUMENTHAL UNIFORMS, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Service Agreement Renewal (Service Agreement No. S1904093) for police uniforms and alterations, between City of Roseville and Galls, LLC dba Blumenthal Uniforms, 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 Acting City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the Acting City Manager is authorized to execute one additional one year renewal of the service agreement provided that the applicable budget is approved by the City Council.

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

AYES COUNCILMEMBERS:

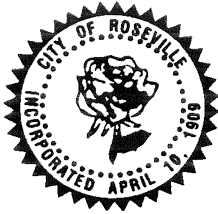
NOES COUNCILMEMBERS:

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: **S1904093**

SERVICE LOCATION: ROSEVILLE POLICE DEPT
1051 JUNCTION BLVD.
ROSEVILLE, CA 95678

REQ. NO.: RENEWAL DATE: 3/13/18

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

Contractor No.: V40403
Telephone No.: 562-522-2313 Fax:
Email address: house-david@galls.com
Contractor: GALLS, LLC
dba BLUMENTHAL UNIFORMS
ATTN: DAVID HOUSE
17600 FABRICA WAY
CERRITOS, CA 90703

Department: POLICE

Acct. Code: 05531-4055/655005-40
05531-4055
05531-4055/655536-40

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/18	NET 30	6/30/19	Approved by Risk Mgt.	SHELLY BRACCO

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR SHALL PROVIDE POLICE UNIFORMS AND ALTERATIONS ON AN AS NEEDED BASIS IN ACCORDANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS AND ATTACHMENTS OF RFQ 01-3047 POLICE UNIFORMS.

PLEASE CONTACT SHELLY BRACCO AT 916-774-5018 FOR QUESTIONS REGARDING THIS CONTRACT.

Total Cost of Service: \$ **65,000.00**

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".

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

X Limited Liability Company

☐ CORPORATION

CONTRACTOR: [Signature] Michael Wessner Chief Executive Officer
SIGNATURE PRINT NAME TITLE

CONTRACTOR: [Signature] R. Michael Andrews, Jr. Chief Operating Officer
SIGNATURE PRINT NAME TITLE

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



COUNCIL COMMUNICATION

CC #: 9223

File #: 0203-07-03

Title: Electrical Cable (RFQ 01-3043) - Purchase Order Renewals

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

Meeting Date: 5/23/2018

Item #: 7.6.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve the renewal of purchase orders to Young & Company, Geo E. Honn Company, and The Okonite Company for electrical cable. The estimated annual cost is \$875,000.00 or not to exceed department budgeted amounts.

The bid was issued in May 2015. The initial contract period was for three years, and allowed for two optional renewal years at one-year intervals with this being the first of two renewals. Staff requests authorization to utilize the optional renewal year of the bid contract without further Council approval, contingent on budget approval.

BACKGROUND

The Electric Department has a recurring requirement for aluminum cable, used for maintenance or new service projects, which acts as the vehicle for electricity to carry it from the substations to transformers into residences and businesses.

FISCAL IMPACT

The estimated annual cost of electrical cable for FY2018-19 is \$875,000.00 and sufficient funding is included in Electric Department's FY2018-19 budget. Electrical stock cable is purchased via the Electric Restore Inventory Replacement Account and then charged to a project when a work order is filled. Projected spending for the optional final renewal year, FY2019-20, is \$1,000,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The purchase of electric cable does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Dennis Kauffman, Director of Finance

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-165

RESOLUTION NO. 18-165

APPROVING PURCHASE ORDER RENEWALS FOR ELECTRICAL CABLE

WHEREAS, purchase order renewals for electrical cable, between the City of Roseville and Young & Company, Geo E. Honn Company and The Okonite Company, have been reviewed by the Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9255

File #: 0704 & 0201-01

Title: Orchard Ranch Adventure Club Modular Building - Service Agreement and Budget Adjustment
Contact: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to authorize a budget adjustment of \$300,000.00 from the Youth Development Fund (Fund 401) to the Orchard Ranch Adventure Club Modular Building Project (Project 185402). Additionally, adopt a resolution to approve a service agreement with Class Leasing, LLC in the amount of \$224,615.00 for the purchase and placement of a modular building, and authorize the Acting City Manager to execute the agreement.

BACKGROUND

Orchard Ranch Elementary School opened its doors to students in August 2017. Due to the increase in student enrollment, Adventure Club will no longer be able to use the existing classrooms. Staff recommends the approval of a service agreement with Class Leasing in the amount of \$224,615.00 to purchase a modular building and place the building within the existing Orchard Ranch Elementary School grounds. The purchase piggybacks on the Chawanakee Unified School District contract (Project # 11 – DSA approved Portable Buildings). The remaining funds will be utilized to cover the cost of fire sprinkler installation, connection fees and the project contingency.

FISCAL IMPACT

Approval of this request will add \$300,000.00 from the Youth Development Fund (Fund 401) to the Orchard Ranch Adventure Club CIP (Project 185402). This will be funded via a \$300,000.00 loan from the Automotive Replacement Fund (fund 502) to the Youth Development Fund (fund 401). Ongoing maintenance costs and loan repayment will be funded from the Youth Development Fund. There is no General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves the purchase and placement of a portable classroom at Orchard Ranch Elementary School for use by the City's Adventure Club. This activity is categorically exempt from CEQA as a Class 14 Exemption (minor additions to schools, including portable classrooms) (State CEQA Guidelines Section 15314). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Director, Parks, Recreation & Libraries

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Ordinance No. 5972

Orchard Ranch Adventure Club Modular

Resolution No. 18-181

Signed Service Agreement

ORDINANCE NO. 5972

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Orchard Ranch Adventure Club Modular Building project at the request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$300,000.00.

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 _____, 2018, 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*: Rob Nakamura

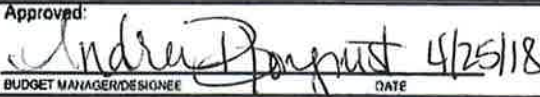
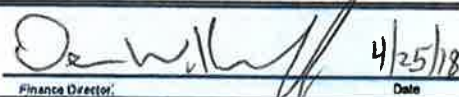
DEPARTMENT/DIVISION*: Parks Recreation

FISCAL YEAR/EFFECTIVE DATE*: FY2017-18

PROPOSED COUNCIL DATE (if applicable): 05/16/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
300,000	50401	6130	401	185402	45	Adventure Club Modular Facility
\$ 300,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
300,000			401			Fund Balance - Youth Development
\$ 300,000	TOTAL					

FINANCE USE	Approved:	
		
	BUDGET MANAGER/DESIGNEE	Finance Director
	DATE 4/25/18	DATE 4/25/18

Justification for Budget Adjustment*:

The Parks, Recreation & Libraries department is requesting a budget adjustment for a new modular facility required at Orchard Ranch Adventure Club. Due to increased enrollment, Adventure Club will no longer be able to use the existing classrooms.

Approved:		Approved:	
	4/24/18		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE

RESOLUTION NO. 18-181

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
CLASS LEASING, LLC, AND AUTHORIZING THE ACTING CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1808253) for the purchase and placement of a modular building for Orchard Ranch Adventure Club, between City of Roseville and Class Leasing, LLC, 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 Acting City Manager is authorized to execute it on behalf of the City of Roseville, upon receipt and approval of bonds and insurance by the City Attorney's office.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

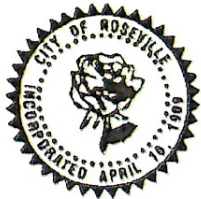
NOES COUNCILMEMBERS:

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: **S1808253**

SERVICE LOCATION: ORCHARD RANCH
ELEMENTARY SCHOOL
4375 BROOKSTONE DRIVE
ROSEVILLE, CA 95747

REQ. NO.: R1817170 DATE: 4/30/18

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

Contractor No.: V41709
Telephone No.: 951-943-1908 Fax: 951-943-5768
Email address: derickson@classleasing.net
Contractor: CLASS LEASING, LLC
ATTN: DOUGLAS ERICKSON
1320 W. OLEANDER AVENUE
PERRIS, CA 92571

Department: PARKS, RECREATION & LIBRARIES

Acct. Code: 08541-5125

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/19	Approved by Risk Mgt.	ROB NAKAMURA

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
PROVIDE THE COMPLETE FABRICATION AND INSTALLATION OF ONE NEW DSA CLASSROOM BUILDING IN ACCORDANCE WITH THE ATTACHED CLASS LEASING, LLC QUOTE DATED 3/21/18 UTILIZING THE CHAWANAKEE UNIFIED SCHOOL DISTRICT PIGGYBACK FOR DSA APPROVED PORTABLE BUILDINGS INCLUDING, PURCHASE, LEASE, RELOCATION DISMANTLE AND REMOVAL, PROJECT #11.

PLEASE CONTACT ROB NAKAMURA AT 916-774-5135 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: \$ **224,615.00**

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

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

Roseville Business License No.: _____ Contractor License No.: 1001535 DIR Registration No.: 1000012018

☐ SOLE PROPRIETOR

☒ PARTNERSHIP

☐ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

Dominick Casey, Acting City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

City of Roseville and Class Leasing LLC negotiated terms and conditions
Revised 4/30/18

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, only out of the extent of the contractor's negligence, 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 Contractor's plans and specifications and will govern 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>. Prevailing Wages will be paid and Certified Payroll required for all work done at the site.
- 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 Insurance retentions are not declared and not subject to change. A policy will be submitted only in the event of a claim.
- 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 Class Leasing Open Piggyback Contract with the Chawanakee USD #11, and the terms of the Class Leasing quote, shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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 AGREEMENTS OVER \$22,265 OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

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

Additional Liability 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

Pricing Notes: All pricing is based on prevailing wage rates unless specified otherwise by District or piggyback

financial information. Down payment percentage and mobilization fees upon approval. Any and all ancillary, design and construction associated costs will be billed with initial invoice.

Pricing Notes: All pricing is based on non-union, non prevailing wage rates unless specified otherwise by District or piggyback contract stated otherwise, subject to product availability and Class Leasing standard terms and conditions. This proposal is good for 30 days and will be made part of final contract.

General Specifications: Please note that all of the above buildings are subject to existing inventory. Selection by Class Leasing.

Color And Materials: All materials, unless otherwise stated on approved plans, are based on Class Leasing standard selections.

Class Leasing will supply electronic color selections to choose from for repainting (if non-standard purchase). Selections will need to be made prior to procurement of materials and production or preparation of buildings. For projects utilizing existing buildings, color selections will not be given as the buildings are already completed, unless otherwise specified.

Substitutes And Alternates: Class Leasing reserves the right to substitute for Class Leasing standards.

Special Notes: (Not Applicable)

Inclusions

- Ø **48' X 40' Standard new DSA classrooms w/right-hand exterior door configuration**
 - Exterior windows 8040 XOx (x4)
 - 100 amp single phase electrical panel box (2)
 - Duplex wall receptacles (x12)
 - T-Grid ceiling system
 - Standard delivery and installation on above grade wood foundation with a 2' ft. separation
 - Standard carpet with top set base (new)
 - 6 gal. electric water heaters (3)
 - 40 l.f. added interior walls
 - solid core interior door (1)
 - WIC Grade cabinets per client drawings
 - two standard ramps and 15 lf added decking
 - Standard tackboard interior walls throughout
 - Two (2) Wall mounted 3.5 ton single phase HVAC with direct endwall return
 - Standard lights, electrical, and mechanical system
 - Exterior color selection, TBD
 - Skirting
 - 5'-0" Front overhang and 2'-6" rear overhang
 - Engineered drawings "stockpile" for Architect to submit for DSA approvals
 - Above grade wood foundation package (maximum height is 18")

Clarifications And Exclusions

- 1) Proposal assumes Customer will provide a clear, unobstructed and accessible site to allow for the delivery and installation of modular sections using standard modular industry vehicles and equipment.
- 2) Proposal does not include unknown or unforeseen events such as lack of natural resources, driver wait time, escorts, customer preparedness, or site preparations, unless stated otherwise herein, of which the Customer will be responsible for any associated cost impacts.
- 3) Proposal does not include Engineering beyond Class Leasing DSA (Division of State Architect) Modular Engineering Packages for State Modular Certification; unless stated otherwise herein.
- 4) Proposal does not include applicable site development work up to building line including, but not limited to: parking, entries, sidewalks, site plumbing (water and sewer), site power (electrical), signage, landscaping, and fencing; unless stated otherwise herein.
- 5) Proposal does not include services, manifolds, piping, lifts, meters, valves, connections, etc. to site water and waste; unless stated otherwise herein.
- 6) Proposal does not include services, manifolds, conduits, panels, meters, disconnects, connections, etc. to site electrical or gas services; unless stated otherwise herein.
- 7) Proposal does not include any voice, data, security, notification, fire alarm or fire suppressions systems; unless stated otherwise herein.
- 8) Proposal does not include, FFE, signage, HVAC testing and balancing, condensation drains, gutters, downspouts, etc.; unless stated otherwise herein.
- 9) Project schedule shall be provided within (7) days of approved proposal.
- 10) Proposal does not include DSA site project approvals
- 11) Proposal does not include case work or blocking; unless stated otherwise herein.
- 12) Proposal does not include Craning, Shuttling or special unloading of building (if required due to limited access); unless stated otherwise herein.
- 13) Proposal does not include Performance and or payment bonds; unless stated otherwise herein.

- 14) Building permit submittal, and final site & building approval
- 15) Fire sprinklers, fire rating, or fire alarms, unless otherwise stated
- 16) Concrete foundation
- 17) 2' building closure panels between buildings
- 18) Special 4" separations (if required)
- 19) Soil testing and reports
- 20) Excavating and or backfilling; any applicable site development work up to building line including, but not limited to: parking, entries, sidewalks, site plumbing (water and sewer), site power (electrical), signage, landscaping, and fencing; unless stated otherwise herein
- 21) Soils removal/disposal
- 22) Reverse and/or Side unload/load of floors
- 23) City permits, escorts, pilot cars
- 24) Access in/out of site for all equipment, trucking and workmen
- 25) Level asphalt or dirt pad for building & ramp
- 26) Transition of ramp toe to grade; ramps are fixed at 11'
- 27) Soundboard interior walls, unless otherwise noted herein
- 28) On site inspections
- 29) Connection of site utilities, FA & low voltage systems
- 30) Sales Tax
- 31) Ramps and decks unless otherwise specified
- 32) Security screens or security doors
- 33) Provision of FFE (furnishings, fixtures and equipment) within the building, including mini blinds, security screens or security doors, unless otherwise noted herein
- 34) Unknown or unforeseen events such as lack of natural resources, driver wait time, escorts, customer preparedness, or site preparations unless stated otherwise herein, of which the Customer will be responsible for any associated cost impacts
- 35) Handling of, mitigation, or remediation of any hazardous materials
- 36) Engineering beyond standard DSA Packages for which the Customer will be responsible for any cost impacts
- 37) HVAC testing and balancing, condensation drains, dry wells, gutters, downspouts, etc.; unless otherwise stated herein. Customer to provide and install roof drainage control including, but not limited to, splash blocks, canopies and awnings.
- 38) Anything not specifically included is excluded

Reference Documents:

Building Drawing No.	<u>0000</u>	Class Leasing standard Lease Agreement
Building Specifications/PC		
Dated:	<u>1/00/0000</u>	
RFP Documents:	<u>(Not applicable)</u>	

Acceptance And Acknowledgements:

This proposal is subject to Class Leasing, LLC, herein known as "Class Leasing" credit approval of Customer. Equipment is subject to availability. By signing below, customer accepts the terms of this proposal including prices, specifications and referenced documentation, and instructs Class Leasing to make appropriate arrangements for the preparation and delivery of the Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Class Leasing Lease Agreement. Such lease or sale, and the customer's agreement thereto, is subject to Class Leasing's standard terms and conditions that are incorporated by reference herein. Customer may request a copy of the terms and conditions from Class Leasing. If customer has previously executed a master agreement or the purchase is from one of Class Leasing's piggyback contracts, those terms and conditions shall govern the transaction. Such terms and conditions are

incorporated as if fully set forth herein. No alterations, additions, exceptions, or changes to any Proposal or Agreement made by Customer shall be effective against Class Leasing, whether made hereon, contained in any printed form of Lease or elsewhere unless accepted in writing by Class Leasing. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Class Leasing Lease Agreement shall carry no force or effect except as an instrument of billing.

Class Leasing, LLC

Signature: 

Name: MICHAEL BOLLERO SR.

MANAGING MGR

Title: PRESIDENT

Date: 5/1/2018

Customer:

Signature: _____

Name: _____

Title: _____

Date: _____



COUNCIL COMMUNICATION

CC #: 9231
File #: 0721-03

Title: Louis Orlando Transfer Point Project - Notice of Completion
Contact: Raul R. Cervantes 916-746-1300 rcervantes@roseville.ca.us

Meeting Date: 5/23/2018
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends City Council accept the Louis Orlando Transfer Point Project as complete and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion.

BACKGROUND

The Louis Orlando Transfer Point Improvement Project reconstructed and expanded an existing bus transfer point on the south side of the City at the east corner of Louis Lane and Orlando Avenue (see attached Exhibit A). The transfer point is used by Roseville Transit as well as Sacramento Regional Transit and Placer County Transit. The transfer point includes a parking lot for commuters using public transit to get to their destination.

The transfer point improvements included: covered waiting platforms with bench seating, a small restroom and utility closet for employee use only, a paved parking lot, bike racks, bike lockers, on-site lighting, security cameras, six bus loading areas, and landscaping.

On April 5, 2017, following a competitive bidding process, the project was awarded to the lowest responsive bidder, Western Engineering Contractors, in the amount of \$3,069,311.75. The final construction cost was \$3,212,712.53, a \$143,400.78 increase over the bid amount. The cost increase was a result of encountering unanticipated soil materials that were unsuitable for construction and necessary design changes due to the unavailability of materials. This 4.7% increase remains within the Council authorized 10% construction contingency.

FISCAL IMPACT

This project was funded by Federal, State, and County grant funds, and through the use of Local Transit funds. No General Funds were used for this project. The total construction cost was \$3,212,712.53. The City of Roseville, in cooperation with Sacramento Regional Transit, Placer County Transit, and the Placer County Transportation Planning Agency (PCTPA) used grant funds to pay for a substantial portion of the project. The breakdown of participating grant funds and

available resources in the Local Transit Fund for this project was:

- FTA grant \$2,480,000.00
- Proposition 1B TSSSDRA grant \$80,081.00
- State Low-Carbon Transit Operations Program grants \$277,349.00*
- Placer County Air Pollution Control District Clean Air grant funds \$117,000
- Placer County and Sacramento Regional Transit reimbursement \$362,667.00
- Local Transit Fund Available Resources \$340,903.00

* Including \$50,000.00 from Placer County Transit, \$11,645.00 from the city of Rocklin and \$5,191.00 from the City of Auburn.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000 in direct government spending. Based on that figure, this project created 34.9 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)). Issuing a Notice of Completion does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Raul Cervantes, Senior Engineer

Rhon Herndon, Public Works Director

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-170

NOC

Exhibit A - Location Map

RESOLUTION NO. 18-170

ACCEPTING THE PUBLIC WORK KNOWN AS THE LOUIS/ORLANDO TRANSFER
POINT PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING
THE PUBLIC WORKS 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 Louis/Orlando Transfer Point Project, has been approved and the public work accepted.
2. The Public Works 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 _____, 2018, 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 the Louis Orlando Transfer Point Improvement Project was completed and accepted by the City of Roseville on _____. 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 Western Engineering Contractors.
The surety on said project was Western Surety Company.

Rhon L. Herndon
Public Works Director
City of Roseville

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, Rhon L. Herndon, being first duly sworn, depose and say: I am the Public Works Director 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.

Rhon L. Herndon
Public Works Director
City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, 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 - LOCATION MAP

LOUIS ORLANDO TRANSFER POINT

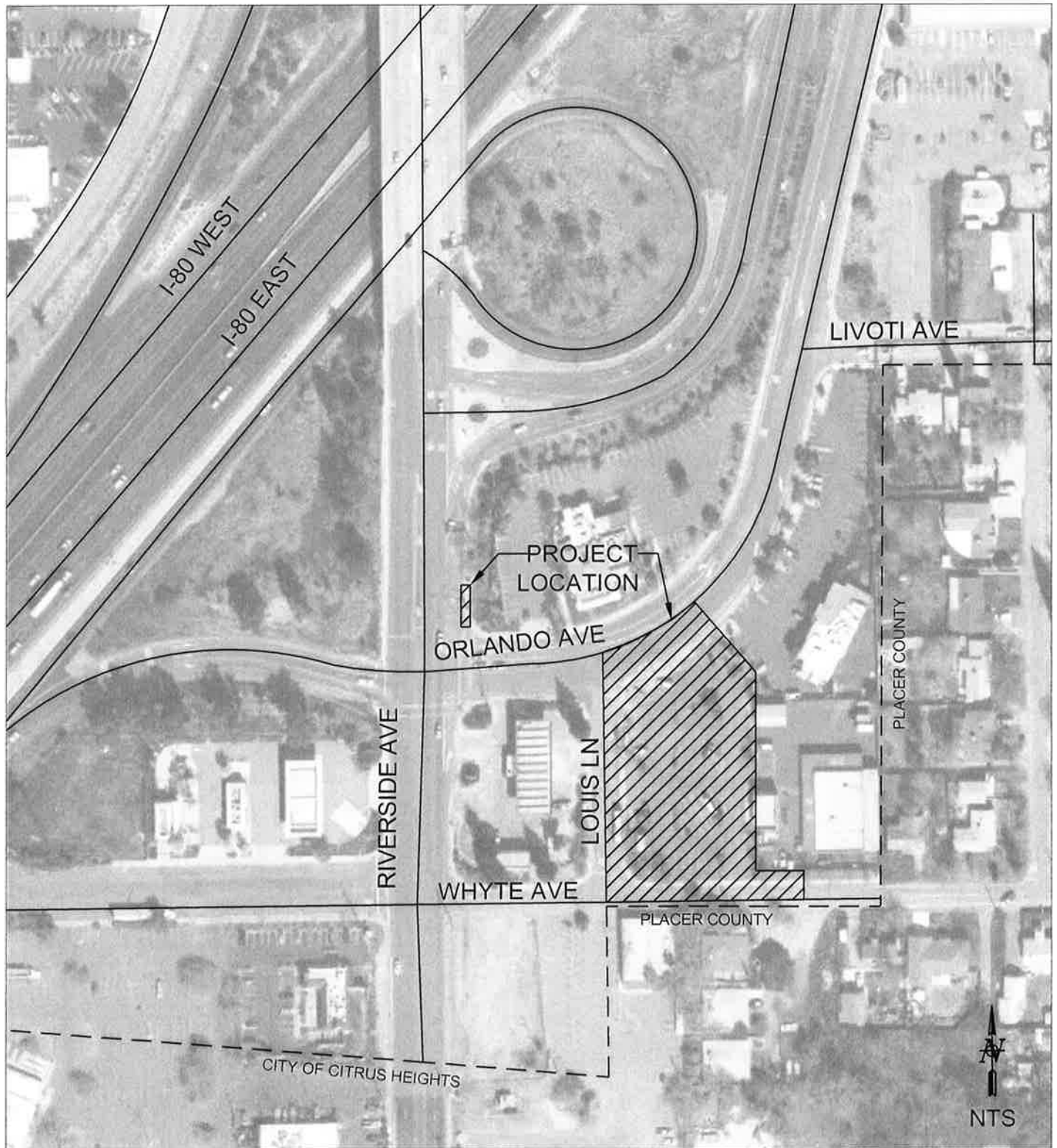
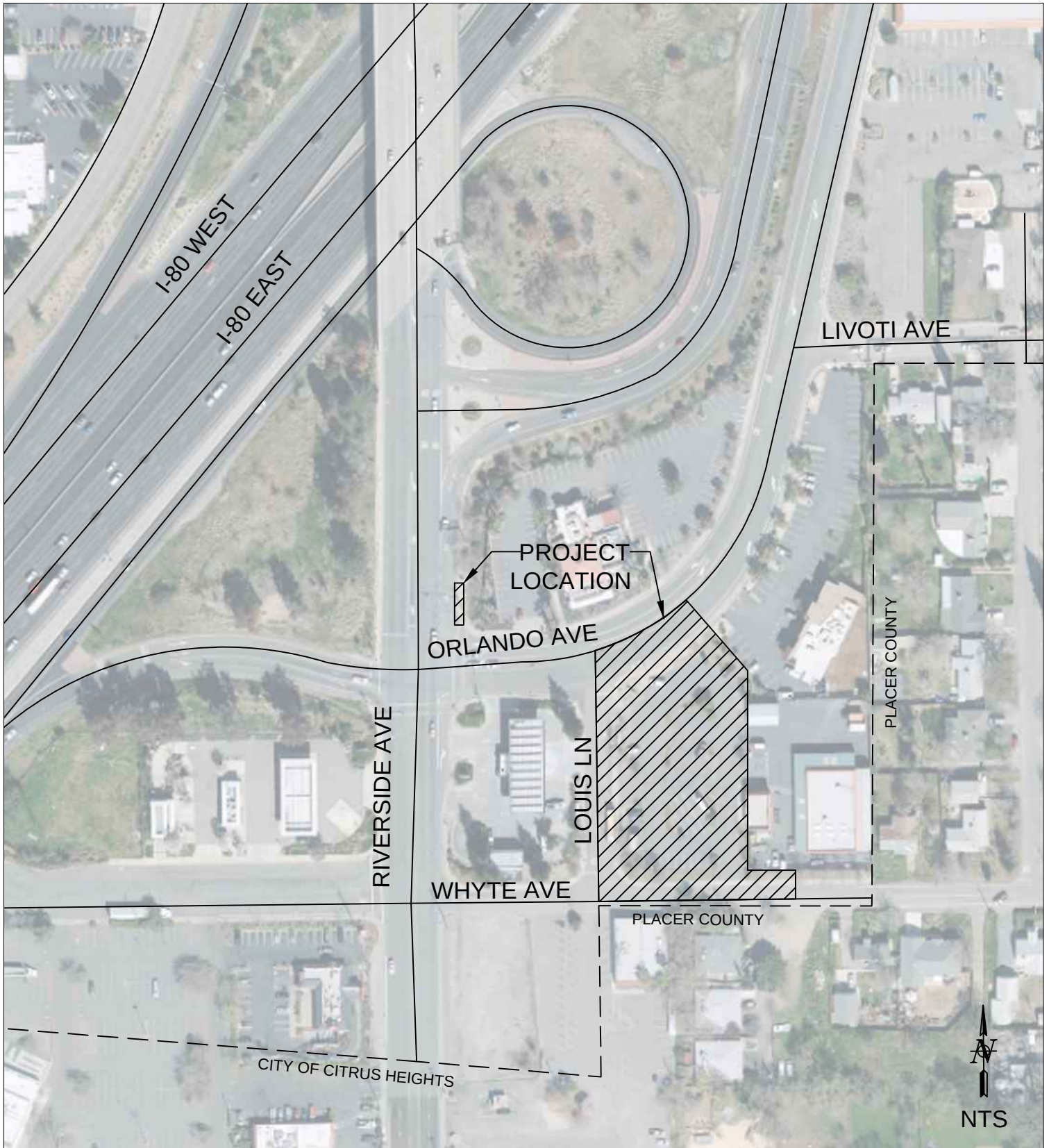


EXHIBIT A - LOCATION MAP

LOUIS ORLANDO TRANSFER POINT





COUNCIL COMMUNICATION

CC #: 9238

File #: 0721

Title: Sierra Gardens Transfer Point Project - Professional Services Agreement Amendment

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

Meeting Date: 5/23/2018

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the First Amendment to the Professional Services Agreement with Interwest Consulting Group for Right of Way Acquisition Services for the Sierra Gardens Transfer Point Project, and adopt a resolution to authorize the Acting City Manager to execute it on behalf of the City.

BACKGROUND

The Sierra Gardens Transfer Point is located on the south side of Sierra Gardens Drive, between North Sunrise Avenue and Santa Clara Drive, and on the north side of Sierra Gardens Drive opposite Santa Clara Drive (see attached map.) Patrons can connect to seven local bus routes that serve eastern Roseville via the transfer stop.

The Sierra Gardens Transfer Point Project will provide transit riders with a more convenient and comfortable fixed-route service and improve pedestrian and bicycle access. Proposed improvements include passenger shelters and benches, bicycle facilities, and passenger boarding areas with improved ADA access. The project also involves roadway improvements including street rehabilitation, sidewalk replacements, curb ramp upgrades, crosswalk improvements, and concrete bus turnouts.

Due to concerns with the location of the bus shelter, an alternate design was explored in order to meet the needs of both the property owners and the City. Additional negotiations with the property owners are necessary to obtain their support for the bus shelter location. The result is the need for additional consultant oversight and acquisition negotiations.

The contract amendment for this additional work is \$15,146.00 bringing the total contract amount to \$36,591.00.

FISCAL IMPACT

The cost of the additional services is \$15,146.00, bringing the total contract amount to \$36,591.00. There are sufficient funds in the project's budget to pay for this amendment. This amendment will be funded through the use of Roadway and Transportation Development Act funds. No General Funds will be used.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that, this contract amendment will generate approximately 0.1 jobs.

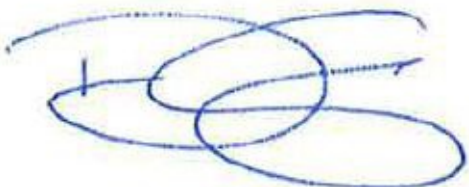
ENVIRONMENTAL REVIEW

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)). Council approval of an amendment to a professional services agreement with Interwest Consulting Group for the Sierra Gardens Transfer Point Project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Cathy Gosalvez, Assistant Engineer

Rhon Herndon, Public Works Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

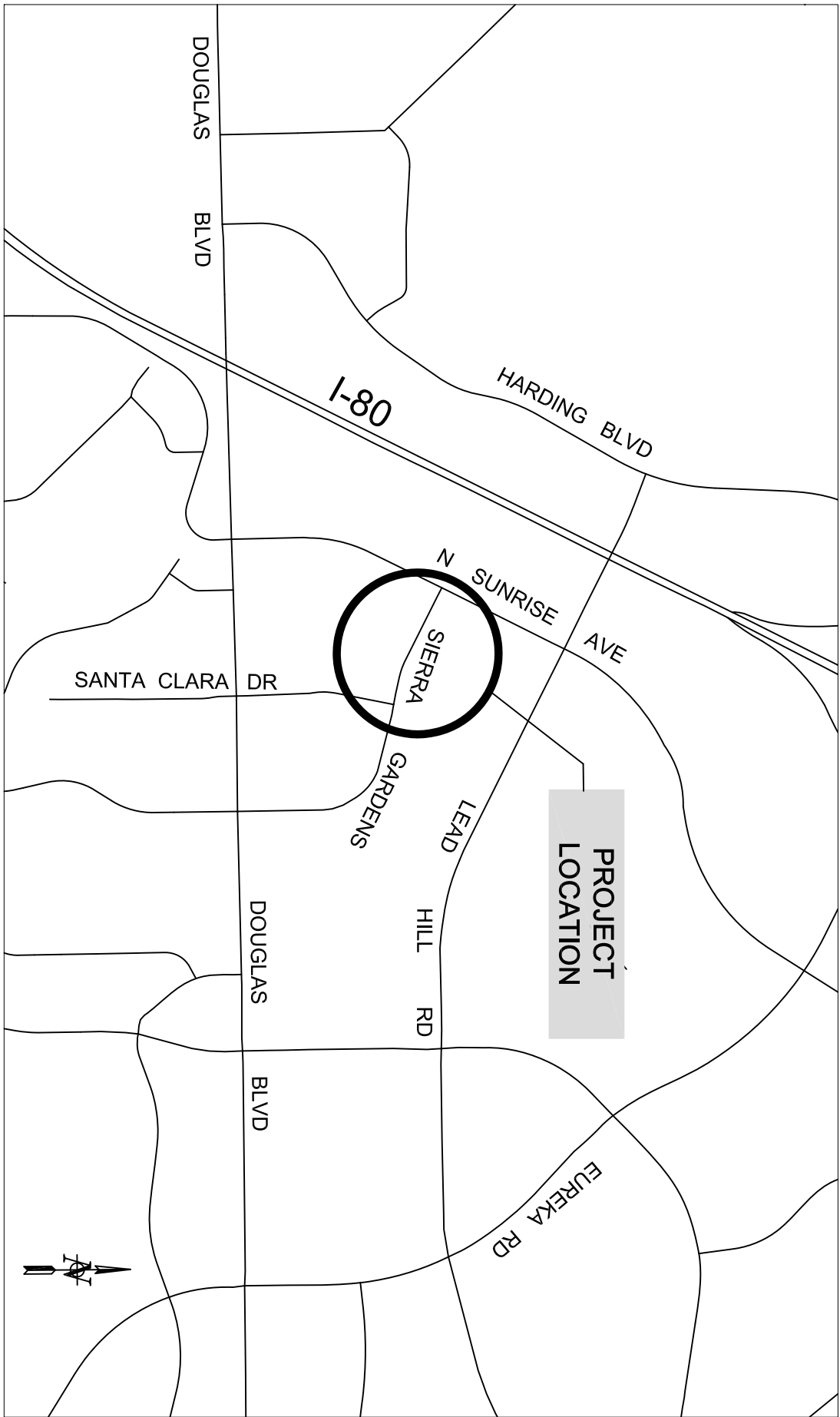
Description

Location Map

Resolution No. 18-175

Agreement

EXHIBIT A



DEPARTMENT OF PUBLIC WORKS

ENGINEERING

TITLE:

SIERRA GARDENS
TRANSFER POINT PROJECT

DESIGNED: C.GOSALVEZ

DATE: 08/12/2015

DRAWN: C.GOSALVEZ

SCALE: NOT TO SCALE

CHECKED:

FILE NO.

RESOLUTION NO. 18-175

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND INTERWEST CONSULTING GROUP, INC.,
AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement regarding the Sierra Gardens Transfer Point project, by and between the City of Roseville and Interwest Consulting Group, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is hereby approved and that the Acting 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
PROFESSIONAL SERVICES AGREEMENT**

Sierra Gardens Transfer Point Project

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Interwest Consulting Group Inc., a Colorado 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 May 3, 2017 ("Agreement") regarding the Sierra Gardens Transfer Point Project ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated March 14, 2018, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay fifteen thousand, one hundred forty-six dollars (\$15,146), in consideration of the additional services as set forth in Exhibit “A” to the First Amendment to Agreement. This brings the total not to exceed contract amount to thirty-six thousand five hundred ninety-one dollars (\$36,591).”

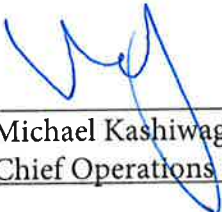
3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this 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 _____, 20__, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

INTERWEST CONSULTING GROUP
INC, a Colorado corporation

BY: _____
DOMINICK CASEY
Acting City Manager

BY:  _____
Michael Kashiwagi, P.E.
its: Chief Operations Officer

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

OFFICER'S CERTIFICATE

I, Terry J. Rodrigue, hereby certify that:

1. I am a duly elected, qualified and acting President and Corporate Secretary of Interwest Consulting Group, Inc., a duly organized and existing Colorado corporation; and
2. Interwest Consulting Group, Inc. policy sets forth the delegation of authority to the company's officers and employees to create financial, contractual, and other obligations on behalf of Interwest in the course of performing their employment. This policy permits delegation of signature authority to authorized Contract Representatives. Michael Kashiwagi, Ron Beehler, James G. Ross, and Debra Thorson are such authorized Contract Representatives as long as they are employed by Interwest, and therefore by this delegation each has signature authority to sign proposals and bind Interwest Consulting Group, Inc. in contractual commitments.

IN WITNESS WHEREOF, I have executed this Officer's Certificate and affixed the corporate seal of Interwest Consulting Group, Inc. this 5th day of July, 2017.

Interwest Consulting Group, Inc.

Corporate Seal

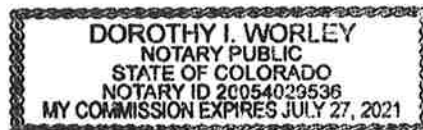
Terry J. Rodrigue
President and Corporate Secretary

State of Colorado)
) ss.
County of Boulder)

The undersigned, a Notary Public, does hereby certify that on this 5th day of July, 2017, personally appeared before me, Terry J. Rodrigue, who being first duly sworn an oath, declared that he is the President and Corporate Secretary of Interwest Consulting Group, Inc. and that he signed the foregoing document in his capacity as President and Corporate Secretary of the corporation, and that the statements contained herein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date set forth above.


Dorothy I. Worley
Notary Public



APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RHON HERNDON
Public Works Director

EXHIBIT “A”

March 14, 2018

Ms. Cathy Gosalvez
City of Roseville
311 Vernon Street
Roseville, CA 95661



**Re: City of Roseville – Sierra Gardens Drive Transfer Point Project
Contract Amendment No. 1 Request**

Dear Cathy:

As you are aware, the re-design on the north side of Sierra Gardens Drive resulted in additional discussions with the property owners on the location for the bus shelter facilities and revising the valuation estimates and offer package documents for the Ovadia Mizrahi Trust and RM/RNA Properties acquisitions. There was also additional discussions with the team on title/escrow requirements for the two nominal-value acquisitions. This additional effort also led to added project oversight and project initiation/planning activities, resulting in a change of scope as summarized below:

- Research and discussions with Fidelity National Title and the team to assess risks with waiving title services for parcels where the indicated value is less than \$2,500.
- Additional meeting and discussions with City and owners to review proposed bus shelter location.
- Review of updated Legals and Plats.
- Update valuation estimates and offer package documents for two property owners due to revised project layout.

The attached budget amendment request addresses the remaining real estate activities on this project, including:

- Provide negotiation services to acquire easement interests from three property owners and continuation until an agreement or an impasse is reached (includes an allowance for additional hours, should protracted negotiations be necessary).
- Obtain signatures on Agreement and conveyance deeds and transmit to City.
- Coordinate closing escrow with one property owner and Fidelity National Title.
- Request tenant leases from three property owners for review and if necessary, obtain tenant consents from three property owners.

The additional services described above result in a total not-to-exceed contract amendment of \$15,146.00. Please see enclosed Contract Amendment No. 1 for a breakdown of the estimated remaining costs and feel free to contact me at (916) 203-6740 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Julie Cline'.

Julie Cline
Director of Real Estate Services

Enclosure

INTERWEST CONSULTING GROUP

Contract Amendment No. 1

City of Roseville - Sierra Gardens Drive Transfer Point Project
March 8, 2018

<u>TASK NO.</u>	<u>TASK</u>	<u>Qty / Hours</u>	<u>Cost Per Parcel</u>	<u>Fee/Rate</u>	<u>Original Contract</u>	<u>Spent to Date (Thru 2/7/18)</u>	<u>Proposed Amendment No. 1</u>	<u>Revised Contract Amount</u>
-	Management Oversight	10	-	\$150.00	\$ 1,500.00	\$ 2,887.50	\$ 2,213.00	\$ 3,713.00
A	Project Initiation, Planning & Valuation Coordination Interwest Agent	-	-	\$110.00	\$ 2,200.00	\$ 5,057.50	\$ 2,857.50	\$ 5,057.50
B	Valuation Services Interwest - Agent	-	-	\$ 110.00	\$ 4,500.00	\$ 5,937.50	\$ 1,437.50	\$ 5,937.50
C	Negotiations with Property Owners* Interwest - Agent	55	-	\$ 110.00	\$ 11,250.00	\$ 8,800.00	\$ 6,050.00	\$ 17,300.00
D	Title/Escrow Coordination Interwest - Technician	20	-	\$85.00	\$ 1,020.00	\$ 106.25	\$ 1,700.00	\$ 2,720.00
-	Administrative Support Interwest - Administrative	2	-	\$ 65.00	\$ 975.00	\$ 1,732.50	\$ 888.00	\$ 1,863.00
TOTAL COSTS: \$ 21,445.00 \$ 24,521.25 \$ 15,146.00 \$ 36,591.00								

***Note:** Task C & D Budget includes additional hours, if needed, in the event that negotiations with 3 property owners are protracted and/or consent from tenants are required.

Original Contract Amount:	\$ 21,445.00
Amendment No. 1:	\$ 15,146.00
Revised Contract Amount:	\$ 36,591.00



COUNCIL COMMUNICATION

CC #: 9237

File #: 0900-04-02

Title: Oakridge Drive Bridge and Industrial Avenue Bridge Replacement Project - Professional Design Services Agreement Amendment

Contact: H. Naghibzadeh 916-746-1300 hnaghibzadeh@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the first amendment to professional design services agreement with Mark Thomas & Company, Inc. in the amount of \$86,168.00 for additional design services needed for the Oak Ridge Drive Bridge Replacement Project.

BACKGROUND

The City received approval for Federal funds from the California Department of Transportation (Caltrans) for the replacement of the Oak Ridge Drive bridge over Linda Creek (please see attached location map). In March 2013, Council awarded an agreement with Mark Thomas to provide engineering services for the replacement of the bridge.

The preliminary design was for a two span bridge which would minimize construction cost. However, the amount of right-of-way to accommodate a two span bridge was later deemed to be excessive. As a result, the project team and Caltrans have determined that a single span bridge would minimize the required right-of-way needed for the project. The proposed design revisions have been approved by Caltrans, and the Federal Highway Bridge Program (HBP) grant funding has been approved to cover the additional design efforts necessary to make these revisions. The attached contract amendment with Mark Thomas will cover the additional design fees for the redesign of the bridge to a single span.

The original contract amount with Mark Thomas was \$931,791.00. The additional \$86,168.00. brings the total design contract amount to \$1,017,959.00.

Construction of the bridge replacement project is expected to occur in 2019 or 2020, depending on how smoothly the right-of-way acquisition process goes.

FISCAL IMPACT

The Federal Highway Bridge Program (HBP) funds covers 100% of the costs associated with this

amendment. No General Funds will be spent on this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest there is one job created for every \$92,000.00 in direct spending. Based on that figure, this amendment will provide about one job.

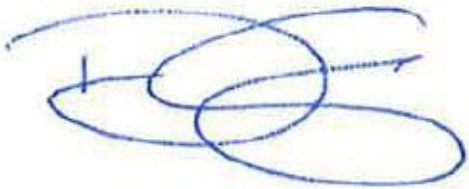
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Hossein Naghibzadeh, Associate Engineer

Rhon Herndon, Public Works Director

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-174

first amendment to PDSA

Location Map

RESOLUTION NO. 18-174

APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES
AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MARK THOMAS &
COMPANY, INC., AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional design services agreement for the Oakridge Drive Bridge and Industrial Avenue Bridge Replacement project, by and between the City of Roseville and Mark Thomas & Company, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is hereby approved and that the Acting 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
PROFESSIONAL DESIGN SERVICES AGREEMENT**

Project: Oakridge Drive Bridge and Industrial Avenue Bridge Replacement

THIS FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Mark Thomas & Company, Inc. a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Design Services Agreement dated March 6, 2013 ("Agreement") regarding the Oakridge Drive Bridge and Industrial Avenue Bridge Replacement project ("Project");

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated February 28, 2018 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 additional services as described in Exhibit "A" of this First Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay eighty-six thousand, one hundred sixty-eight dollars (\$86,168.00), in consideration of the additional services as set forth in Exhibit “A” to the First Amendment to Agreement. This brings the total not to exceed contract amount to one million, seventeen thousand, nine hundred fifty-nine dollars (\$1,017,959.00).”

3. Paragraph 4 of the Agreement is amended to incorporate current insurance requirements by replacing it with a paragraph to read as follows:

“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."

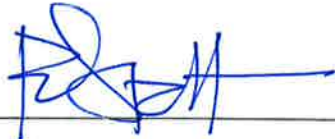
4. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this 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 _____, 20__, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

MARK THOMAS & COMPANY, a
California corporation

BY: _____
DOMINICK CASEY
Acting City Manager

BY:  _____
its: President

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: R.M. Br
its: Secretary

SIGNATURES CONTINUED ON FOLLOWING PAGE

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RHON HERNDON
Public Works Director

EXHIBIT "A"



February 28, 2018

Mr. Hossein Naghibzadeh
City of Roseville
311 Vernon Street
Roseville, CA 95678

SA-13107

**RE: OAKRIDGE DRIVE BRIDGE REPLACEMENT PROJECT -
CONTRACT AMENDMENT**

Dear Hossein:

As we have discussed, we have prepared the attached scope of work for additional bridge redesign, hydraulic modeling, and supplemental geotechnical engineering services for the Oak Ridge Drive Bridge Replacement. This request does not include any additional budget for Mark Thomas staff. The cost breakdown is as follows:

Subconsultant	Scope of Services	Cost
Drake Haglan	Bridge Redesign	\$61,178.00
Shannon & Wilson	Supplemental Geotechnical Engineering	\$16,210.00
Wood Rodgers	Hydraulic Modeling	\$8,780.00
	TOTAL	\$86,168.00

Please review and feel free to give me a call with any questions.

Sincerely,

MARK THOMAS



Zach Siviglia

Attachment





OAKRIDGE DRIVE BRIDGE REPLACEMENT

Scope of Services

Task 1.0 Additional Bridge Redesign

Drake Haglan and Associates will complete the design and update the plans to reflect the changes required. Summary of the additional work to be performed includes the following:

- Additional bridge design required to complete the PS&E package for the single span bridge
- Revise bridge plans to reflect changes due to the redesign of the bridge
- Additional Civil design is required to accommodate the profile changes required for the single span bridge.
- Civil plans need to be completely updated to reflect the changes to the layout and grading.
- Additional utility coordination with City Staff and utility owners are anticipated from what was originally anticipated.
- Due to the complex nature of this project, additional project review and coordination meetings with City staff are anticipated to be required to complete the project.

Task 2.0 Supplemental Geotechnical Engineering

Shannon & Wilson (S&W) will supplement their existing data by drilling one boring at near the proposed bridge. S&W will collect additional soil samples for classification and will evaluate geotechnical soil properties for engineering analyses. Based on this information, S&W propose the following geotechnical scope of services:



- Field Preparation – S&W will coordinate on-site utility clearance and drilling access with City personnel and other local agencies. Services will include contacting the underground service alert for public utility clearance at least 48 hours in advance of our fieldwork. The City will provide access to the boring location, as necessary. Traffic control will be provided by S&W subcontractor.
- Field Explorations – S&W propose drilling and sampling one boring to an approximate depth of 95 feet using a standard truck-mounted drill rig equipped with solid stem augers and mud rotary drilling tools. S&W will drill the boring near the proposed north abutment in the access road on the northwest side of the bridge. Soil samples will be collected at approximate 5 feet, 15 feet, 30 feet, 45 feet and then at 5-foot intervals to the bottom of the boring. S&W will sample the soil and measure penetration resistance using a Standard Penetration Test sampler. S&W will describe the soil samples in the field, and then review and test selected samples in their Sacramento office.
- Geotechnical-Laboratory Testing – S&W will conduct laboratory tests to estimate geotechnical properties on selected soil samples from their boring. S&W will limit testing to:
 - 15 moisture content and density
 - 2 sieve,
 - 1 Atterberg Limits
- Engineering Analyses – S&W engineering analyses will include analyzing CIDH pile foundation capacity, updating the Caltrans ARS curves for design, and evaluating settlement for the retaining wall foundation. S&W will evaluate bearing capacity for the Caltrans Standard Type 6A retaining wall. S&W will provide soil parameters and p-y multipliers to DHA for their lateral and pile group analyses. Evaluating lateral spreading, pile driveability, lateral pile loading, and pile group analysis and settlement is excluded from their services.



Upon completion of their studies, S&W will update their December 2013 report as a final Foundation Report that will include the following:

- Site Vicinity Map
- Site Plan showing the boring locations
- Log of Test Boring Sheets (per Caltrans requirements)
- Laboratory test results
- **Description of subsurface soil and groundwater conditions**
- Conclusions and recommendations for:
 - Pile and spread footing bearing capacity
 - Retaining wall anticipated settlement
 - Excavation conditions
 - Soil corrosion potential
 - On-site soil suitability for engineered fill construction
 - Groundwater
 - Site preparation and clearing
 - Engineered fill construction
 - Foundation design parameters
 - Retaining wall geotechnical design parameters
 - Lateral earth pressures
 - Structure backfill
 - Utility trench backfill
 - Pavement design based on alternative traffic indices; and,
 - Site drainage.

Project Schedule and Deliverables:

The start of the subsurface explorations will depend on drill rig availability and permit approval. Underground Service Alert and their affiliates require two full business days advance notice to mark utility locations on the site.



S&W anticipate their laboratory analyses on soil samples will be completed within two weeks following the field exploration activities. They will provide verbal recommendations to design team following completion of the fieldwork, laboratory testing, and engineering analyses. Based on the above schedule, S&W anticipate issuing three paper copies and one electronic copy of their geotechnical report within six weeks of receiving written notice to proceed.

Task 3.0 Hydraulic Modeling

Wood Rodgers will update the HEC-RAS model previously completed as part of the 2016 RBF Consulting Hydrology and Hydraulics Report. The modeling will evaluate the impact of a proposed single-span bridge project in Linda Creek. The report will be updated to be consistent with the provided bridge plans and modeling results.

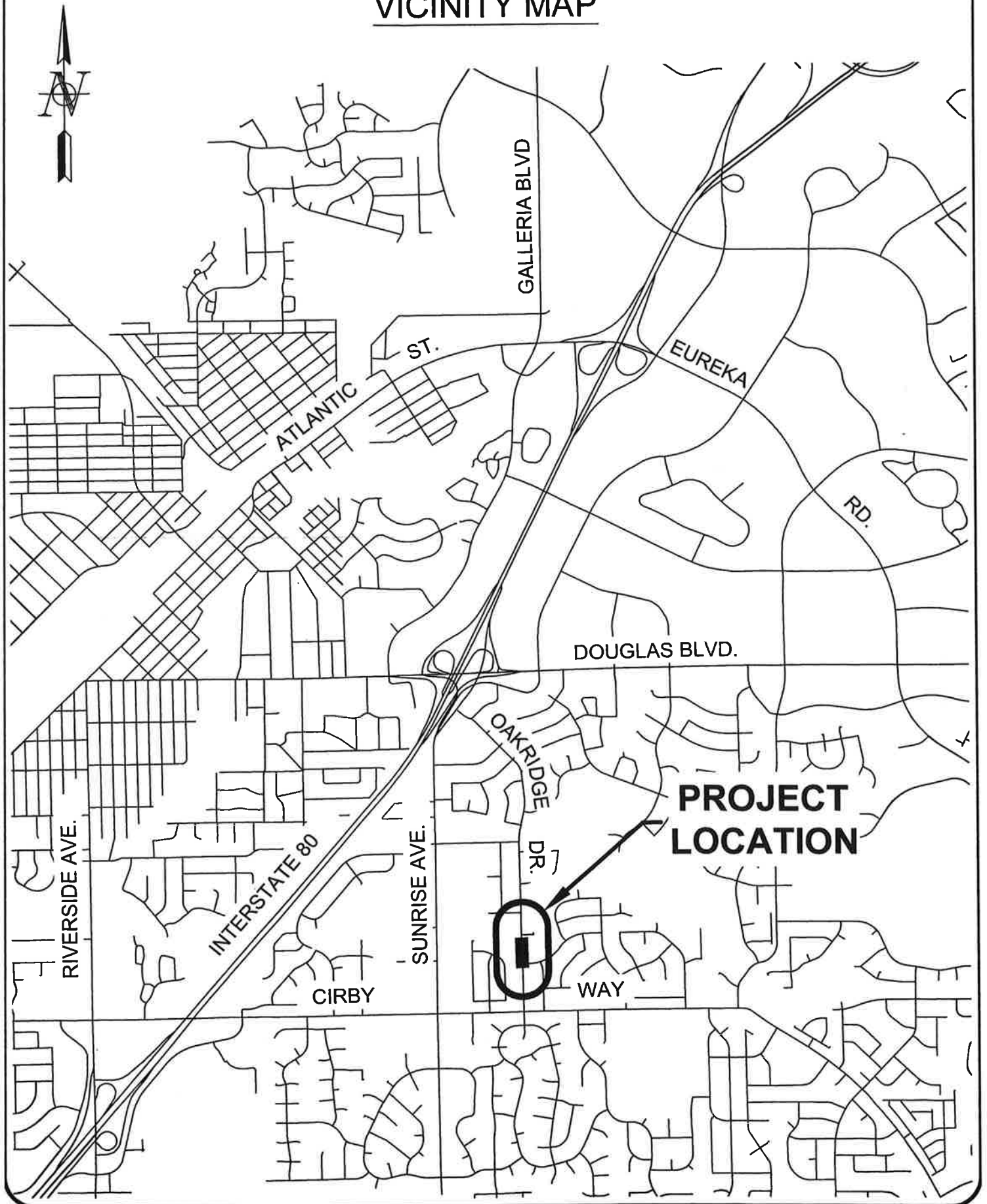
Upon completion of the modeling efforts, an application will be prepared and submitted to the Central Valley Flood Protection Board (CVFPB) for an encroachment permit.

Deliverables:

- Updated Oakridge Bridge Hydrology and Hydraulics Report and HEC-RAS Model
- Updated CVFPB Encroachment Permit Application



OAKRIDGE DR BRIDGE REPLACEMENT PROJECT VICINITY MAP





COUNCIL COMMUNICATION

CC #: 9227

File #: 0400-04-18-1

Title: Hewlett Packard Master Plan - Phase 1B Painted Desert Drive - Certificate of Completion

Contact: Darrell Robbison 916-746-1321 drobbison@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution accepting Hewlett Packard Master Plan - Phase 1B Painted Desert Drive, CWJ# 140071, as complete and authorizing the City Engineer to execute the Certificate of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

"The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guideline 15061(b)(3)). Accepting the Certification of Completion for the Hewlett Packard Master Plan - Phase 1B Painted Desert Drive project does not include the potential for a significant environmental effect and therefore is not subject to CEQA."

Respectfully Submitted,

Darrell Robbison, Senior Construction Inspector

Mike Isom, Acting Development Services Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-168

CERTIFICATE OF COMPLETION

EXHIBIT A

RESOLUTION NO. 18-168

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS **Hewlett Packard Master Plan – Phase 1B Painted Desert Drive** 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 **Hewlett Packard Master Plan – Phase 1B Painted Desert Drive** is hereby approved and the public work accepted.
2. A portion of the right-of-way and easement offered for dedication on the final map of **Campus Oaks Large Lot Map** recorded in Book DD of Maps, Page 47, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as **Hewlett Packard Master Plan – Phase 1B Painted Desert Drive**.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this ____ day of _____, 2018, 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 **Hewlett Packard Master Plan- Phase 1B Painted Desert Drive-** Certificate of Completion, was completed and accepted by the City of Roseville on _____. 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 5% PROJECT VALUE AMOUNT FOR THE DURATION OF THE WARRANTY PERIOD FOR ONE YEAR.

ATTEST:

Marc Stout
City Engineer
City of Roseville

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 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.

Marc Stout
City Engineer
City of Roseville

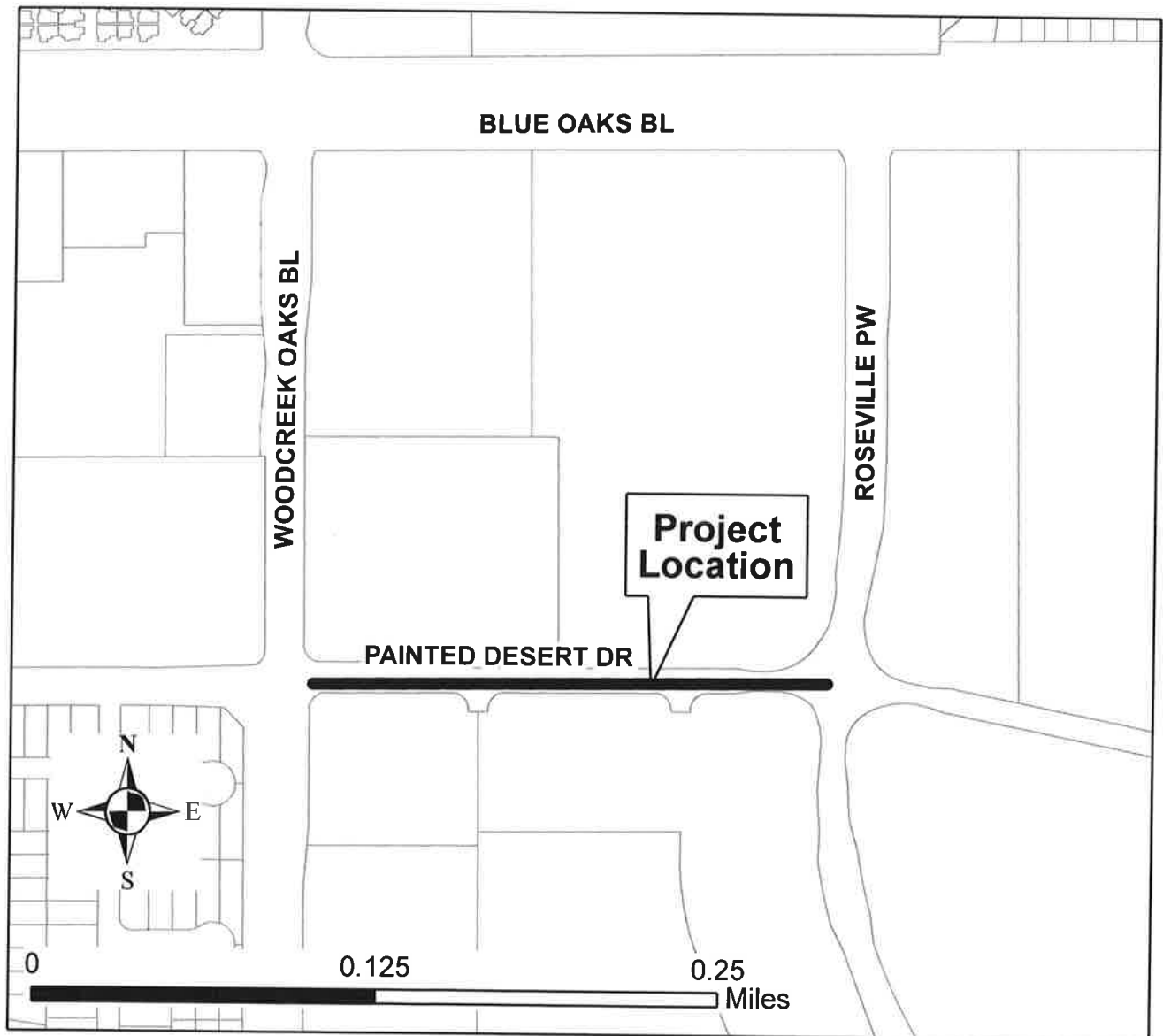
State of California
County of Placer

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2018,
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 HP Master Plan - Phase 1B Painted Desert Drive





COUNCIL COMMUNICATION

CC #: 9228

File #: 0400-04-18-1

Title: Hewlett Packard Master Plan - Roseville Parkway Phase 1 (Formerly HP Way) - Certificate of Completion

Contact: Darrell Robbison 916-746-1321 drobbison@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution accepting Hewlett Packard Master Plan - Roseville Parkway Phase 1 (Formerly HP Way), CWJ# 150120, as complete and authorizing the City Engineer to execute the Certificate of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guideline 15061(b)(3)). Accepting the Certification of Completion for the Hewlett Packard Master Plan - Roseville Parkway Phase 1 (Formerly HP Way) project does not include the potential for a significant environmental effect and therefore is not subject to CEQA.

Respectfully Submitted,

Darrell Robbison, Senior Construction Inspector

Mike Isom, Acting Development Services Director

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-169

CERTIFICATE OF COMPLETION

EXHIBIT A

RESOLUTION NO. 18-169

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Hewlett Packard Master Plan – Roseville Parkway (Formerly H.P. Way). 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 Hewlett Packard Master Plan – Roseville Parkway (Formerly H.P. Way) is hereby approved and the public work accepted.
2. A portion of the right-of-way and easement offered for dedication on the final map of Campus Oaks Large Lot Map recorded in Book DD of Maps, Page 47, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Hewlett Packard Master Plan – Roseville Parkway (Formerly H.P. Way).
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this ____ day of _____, 2018, 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 **Hewlett Packard Master Plan- Roseville Parkway (Formerly H.P. Way)-** Certificate of Completion, was completed and accepted by the City of Roseville on _____. 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 5% PROJECT VALUE AMOUNT FOR THE DURATION OF THE WARRANTY PERIOD FOR ONE YEAR.

ATTEST:

Marc Stout
City Engineer
City of Roseville

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 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.

Marc Stout
City Engineer
City of Roseville

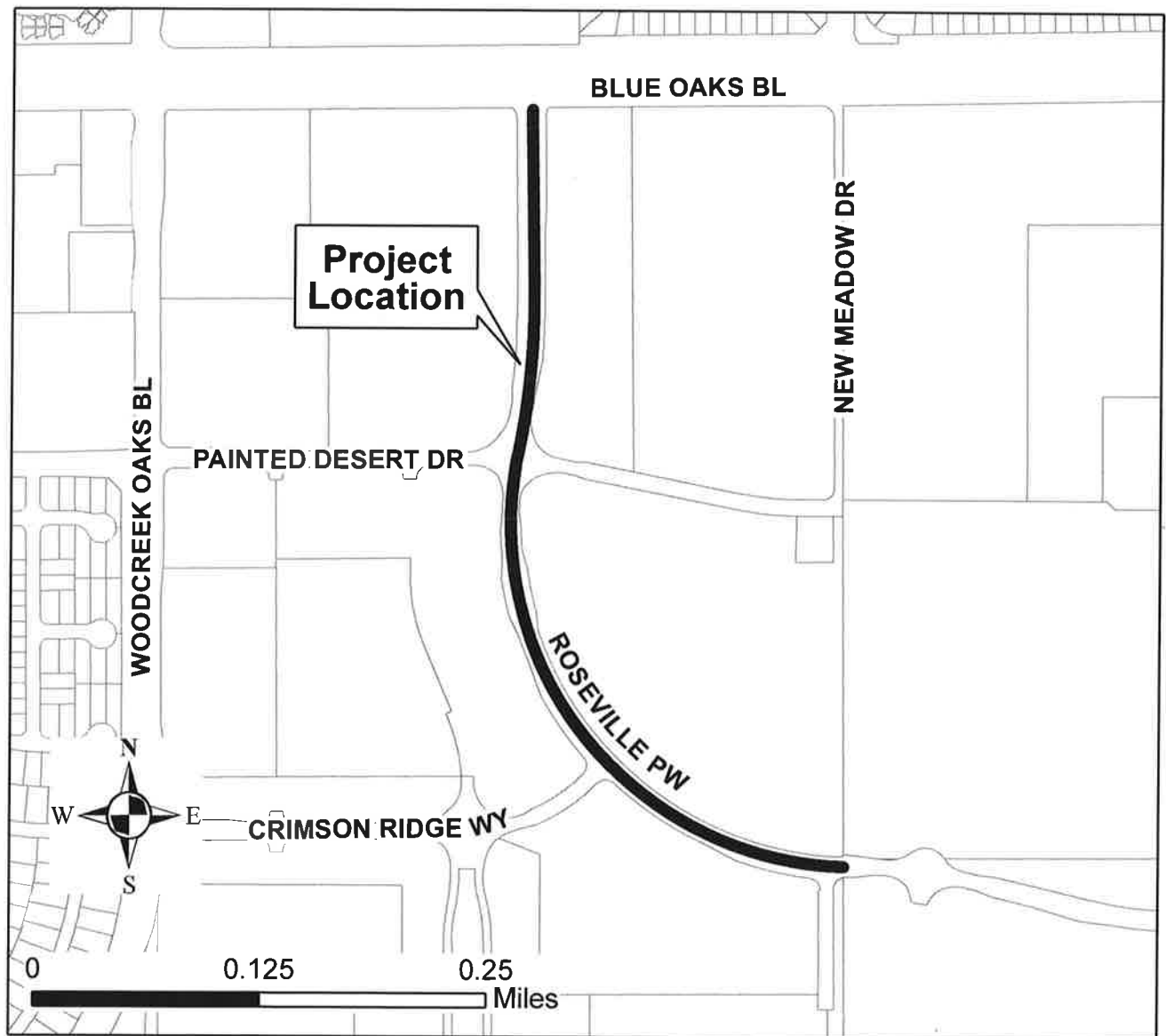
State of California
County of Placer

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2018,
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 HP Master Plan Roseville Parkway (Formerly HP Way - Phase 1)





COUNCIL COMMUNICATION

CC #: 9226

File #: 0400-04-18-1

Title: Hewlett Packard Master Plan - Crimson Ridge Way- Certificate of Completion

Contact: Darrell Robbison 916-746-1321 drobbison@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution accepting Hewlett Packard Master Plan - Crimson Ridge Way, CWJ# 160066, as complete and authorizing the City Engineer to execute the Certificate of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

"The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guideline 15061(b)(3)). Accepting the Certification of Completion for the Hewlett Packard Master Plan - Crimson Ridge Way project does not include the potential for a significant environmental effect and therefore is not subject to CEQA."

Respectfully Submitted,

Darrell Robbison, Senior Construction Inspector

Mike Isom, Acting Development Services Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-167

CERTIFICATE OF COMPLETION

EXHIBIT A

RESOLUTION NO. 18-167

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS **Hewlett Packard Master Plan – Crimson Ridge Way** 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 **Hewlett Packard Master Plan – Crimson Ridge Way** is hereby approved and the public work accepted.
2. A portion of the right-of-way and easement offered for dedication on the final map of **Campus Oaks Large Lot Map** recorded in Book DD of Maps, Page 47, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as **Hewlett Packard Master Plan – Crimson Ridge Way**.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this ____ day of _____, 2018, 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 **Hewlett Packard Master Plan- Crimson Ridge Way**- Certificate of Completion, was completed and accepted by the City of Roseville on _____. 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 5% PROJECT VALUE AMOUNT FOR THE DURATION OF THE WARRANTY PERIOD FOR ONE YEAR.

ATTEST:

Marc Stout
City Engineer
City of Roseville

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 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.

Marc Stout
City Engineer
City of Roseville

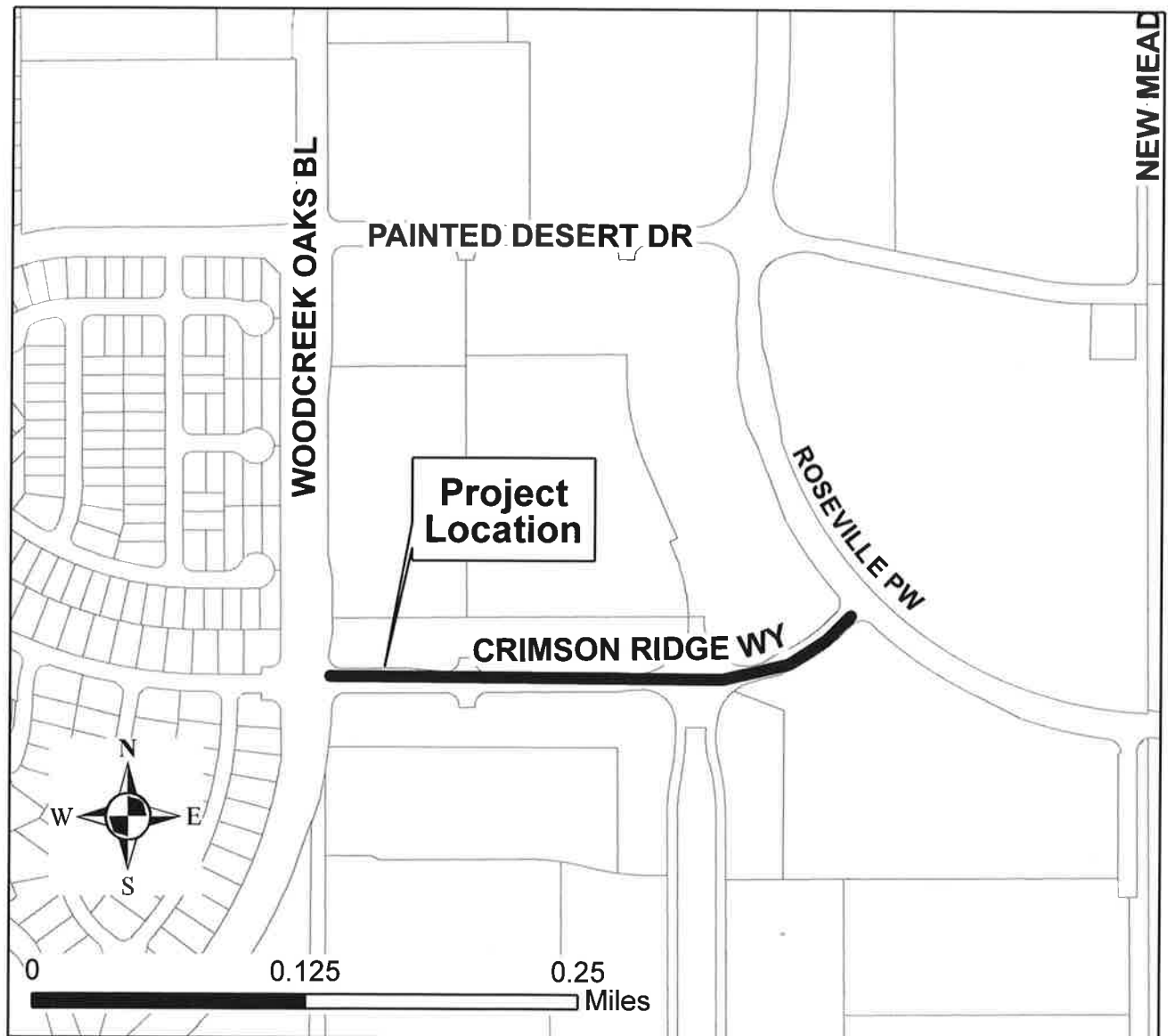
State of California
County of Placer

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2018,
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 HP Master Plan Crimson Ridge Way





COUNCIL COMMUNICATION

CC #: 9232
File #: 0800-06

Title: Washington Boulevard Sidewalk at Blue Oaks Boulevard - Maintenance Agreement
Contact: Guy Howes 916-774-5339 ghowesroseville.ca.us

Meeting Date: 5/23/2018
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the Acting City Manager to execute a Maintenance Agreement (MA) between the City and the State of California, Department of Transportation to allow for a proposed pedestrian improvement (sidewalk) to be constructed and drainage areas to be maintained adjacent to Washington Boulevard near Blue Oaks Boulevard and within State right of way.

BACKGROUND

Parcel 49 is within the North Central Specific Plan and located on the southeast corner of Washington and Blue Oaks Boulevards. The parcel is home to Top Golf with two new hotels presently under construction, Residence Inn and Home to Suites. There is room for more projects within this parcel for future businesses.

As part of this development, the City conditioned the project to include necessary roadway infrastructure improvements to improve safe ingress and egress from driveways which included a new traffic signal, roadway widening improvements, bike lanes and sidewalks for pedestrians.

Since this parcel is adjacent to State right-way-way along Washington Boulevard, Blue Oaks Boulevard On-Ramp, and Highway 65 Overcrossing, the State is requiring a MA be executed with the City for proposed sidewalk and weed control maintenance responsibilities. Likewise, the State is also requesting the MA be expanded to include drainage improvements constructed last year as part of the Blue Oaks Commerce Project (FBI building), which staff is in agreement too. Please note that the widening of Washington Boulevard will include a new right turn lane and median island improvements for dedicated freeway access which will also require a separate Freeway Maintenance Agreement with the State that staff will process under separate cover to follow.

Per general State agreement procedures with municipalities, formal State execution will follow City Council action and Acting City Manager signature approval. The State also requires three wet signed original copies be returned for processing. Once fully executed by the State, staff will forward a fully executed copy to the City Clerk's Office.

FISCAL IMPACT

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

ECONOMIC DEVELOPMENT / JOBS CREATED

Executing this MA will not directly create jobs but rather maintain current employee levels of the developer until such time the project is fully built out.

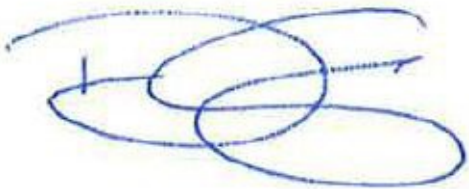
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Guy Howes, Senior Engineer

Mike Isom, Development Services Director

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-171

Maintenance Agreement

RESOLUTION NO. 18-171

APPROVING A MAINTENANCE AGREEMENT WITHIN STATE HIGHWAY RIGHT OF WAY ON ROUTE 65 WITHIN THE CITY OF ROSEVILLE, BY AND BETWEEN THE CITY OF ROSEVILLE AND STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Maintenance Agreement within State Highway Right of Way on Route 65 within the City of Roseville, by and between the City of Roseville and State of California, Department of Transportation, 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 Acting 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

**MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 65 WITHIN THE CITY OF ROSEVILLE**

THIS AGREEMENT is made effective this _____ day of _____, 20_____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Roseville; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Encroachment Permit Numbers 0317-6SN1110 and 0316-AOP0251.
2. This Agreement addresses CITY responsibility for the meandering sidewalks, drainage ditches, litter and weed removal (collectively the "IMPROVEMENT") placed within State Highway right of way on State Route 65, as shown on Exhibit "A", attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of IMPROVEMENT as shown on said Exhibit "A".
 - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and

through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:

- 2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN IMPROVEMENT conforming to those plans and specifications ("PS&E") pre-approved by STATE.
- 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
- 2.3. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed engineer, for IMPROVEMENT to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE's right of way. All proposed IMPROVEMENT must meet STATE's applicable standards.
- 2.4. CITY shall ensure that improvement areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
- 2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- 2.7. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District Maintenance at 703 B Street Marysville, CA 95901.
- 2.8. To remove IMPROVEMENT and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 2.9. To inspect IMPROVEMENT on a regular monthly or weekly basis to ensure the safe operation and condition of the IMPROVEMENT.
- 2.10. To expeditiously MAINTAIN, replace, repair or remove from service any IMPROVEMENT component that has become unsafe or unsightly.

- 2.11. To MAINTAIN all sidewalks within the Agreement limits of the STATE highway right of way, as shown on Exhibit "A", at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalk for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalk or the IMPROVEMENT in an expeditious manner.
 - 2.12. To MAINTAIN all parking or use restrictions signs encompassed within the area of the IMPROVEMENT.
 - 2.13. To allow random inspection of IMPROVEMENT by a STATE representative.
 - 2.14. To keep the entire improved area policed and free of litter and deleterious material, as reasonably practicable.
 - 2.15. All work by or on behalf of CITY will be done at no cost to STATE, unless otherwise agreed to in writing by both parties.
3. STATE agrees to do the following:
 - 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
 - 3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
4. LEGAL RELATIONS AND RESPONSIBILITIES:
 - 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.
 - 4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the IMPROVEMENT to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove IMPROVEMENT at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) calendar days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing IMPROVEMENT, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) calendar days within which to affect that cure.

- 4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
- 4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
5. PREVAILING WAGES:
- 5.1. Labor Code Compliance - If the work performed on this Project is done under contract and falls within the Labor Code section 1720 (a) (1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.
6. INSURANCE: CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

7. **TERMINATION** - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
8. **TERM OF AGREEMENT** - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF ROSEVILLE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Dominick Casey
Acting City Manager

LAURIE BERMAN
Director of Transportation

ATTEST:

By: _____
Amarjeet S. Benipal, District 3 Director

By: _____
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: _____
Robert R. Schmitt
City Attorney

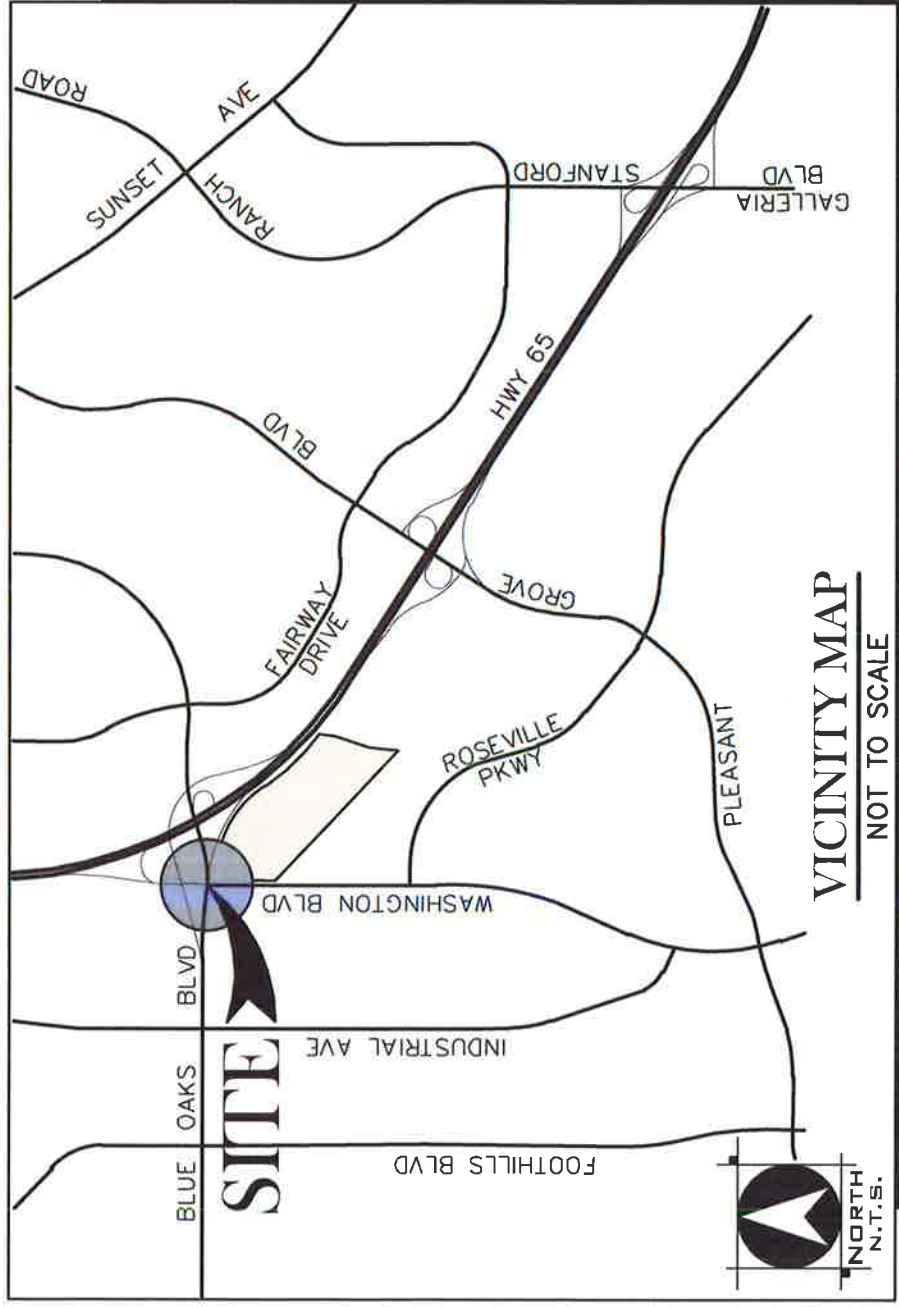
APPROVED AS TO SUBSTANCE:

By:  _____
Mike Isom
Acting Development Services Director

MAINTENANCE AGREEMENT WITH THE CITY OF ROSEVILLE

EXHIBIT A

SHEET 1 OF 3



ENCROACHMENT PERMIT NUMBERS 0317-6SN1110
0316-AOP0251

EXHIBIT A

MAINTENANCE AGREEMENT WITH THE CITY OF ROSEVILLE
ENCROACHMENT PERMIT # 031745N1110
SHEET 2 OF 3

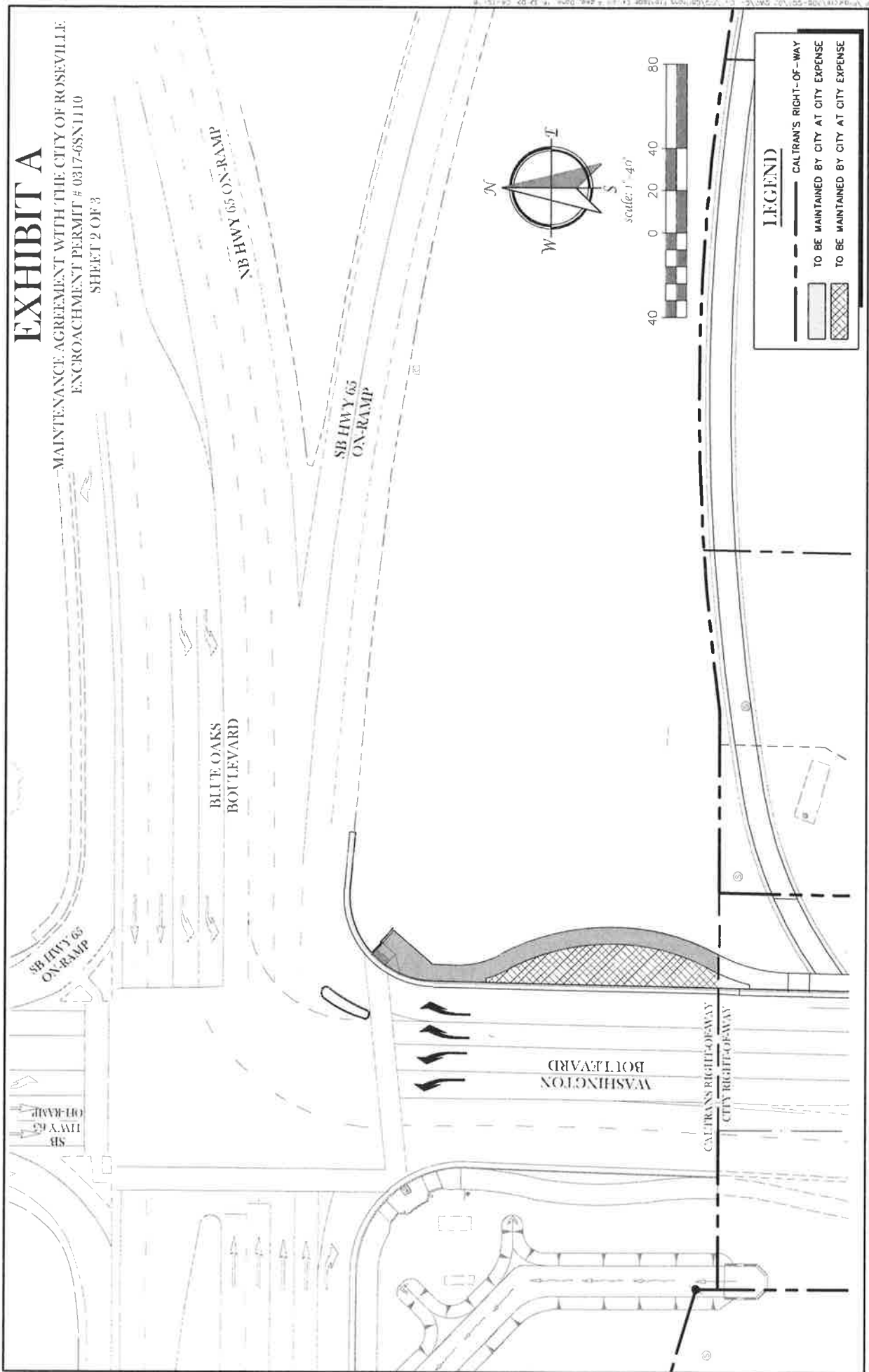
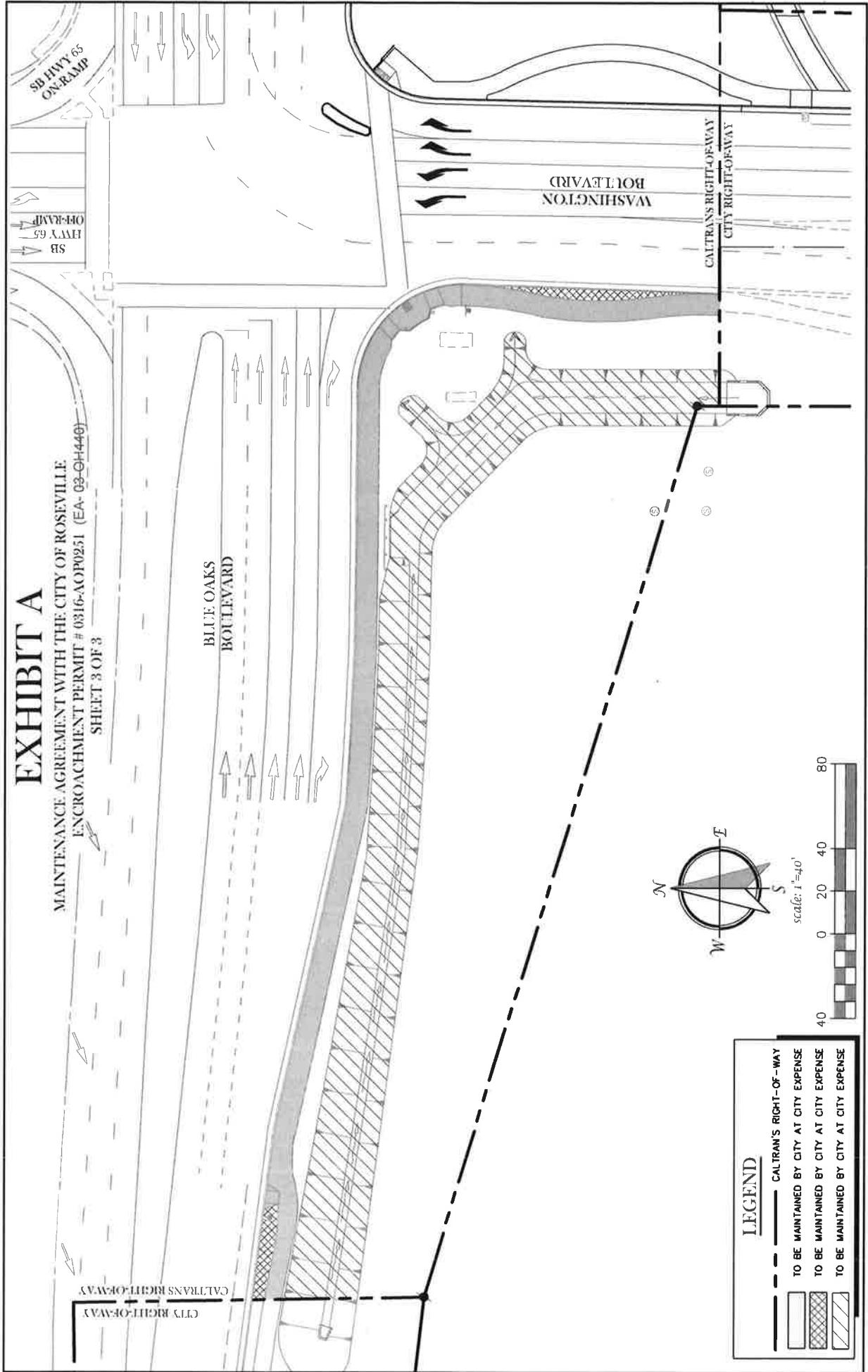


EXHIBIT A

MAINTENANCE AGREEMENT WITH THE CITY OF ROSEVILLE
ENCROACHMENT PERMIT # 0316-AOP0251 (EA- 03-OH440)

SHEET 3 OF 3





COUNCIL COMMUNICATION

CC #: 9220
File #: 0900-03

Title: Douglas Substation Civil Construction Phase 2 - Notice of Completion
Contact: Ozro Corulli 916-774-5586 ocorulli@roseville.ca.us

Meeting Date: 5/23/2018
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Roseville Electric staff recommends that the City Council adopt a resolution authorizing the Electric Utility Director to file a Notice of Completion for the public project known as Douglas Substation Civil Construction Phase 2 project.

BACKGROUND

On January 18, 2017 the City Council awarded a construction contract to RES-SYSTEM3, LLC in the amount of \$847,637.00 to perform civil work at Douglas Substation located near Sunrise Avenue and Douglas Boulevard.

Construction was completed for a total cost of \$898,764.00. This cost includes \$51,127.00 in change orders, approximately 6% of the awarded project amount. This is less than the Council approved change order authority of 10%, or \$84,763.70. The majority of change order amount replaced aged asphalt that deteriorated during construction activities.

Civil work included demolition of existing foundations, constructing new foundations, installing conduits and grounding as a part of the second phase of the Douglas Substation Rehabilitation project. These upgrades have improved the protection and reliability of the 60kV transmission network.

FISCAL IMPACT

The original contract was in the amount of \$847,637. Two change orders were issued resulting in the addition of \$51,127.00 to the contract cost. The total contract amount of \$898,764.00 was paid from the Douglas Substation Rebuild Project 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)). Adoption of the notice of completion for the Douglas Substation Civil Construction Phase 2 project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Ozro Corulli, Power Engineer

Michelle Bertolino, Electric Utility Director

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-163

Notice of Completion

Vicinity Map

RESOLUTION NO. 18-163

ACCEPTING THE PUBLIC WORK KNOWN AS THE DOUGLAS SUBSTATION CIVIL CONSTRUCTION PHASE 2 PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE ELECTRIC UTILITY 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 Douglas Substation Civil Construction Phase 2 Project, has been approved and the public work accepted.
2. The Electric Utility 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 _____, 2018, 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 Douglas Substation Civil Construction, Phase 2 Project was completed and accepted by the City of Roseville on _____. 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 RES-SYSTEM 3, LLC.
The surety on said project was Fidelity and Deposit Company of Maryland.

MICHELLE BERTOLINO
Electric Utility Director
City of Roseville

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, MICHELLE BERTOLINO, being first duly sworn, depose and say: I am the Electric Utility Director 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.

MICHELLE BERTOLINO
Electric Utility Director
City of Roseville

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, 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

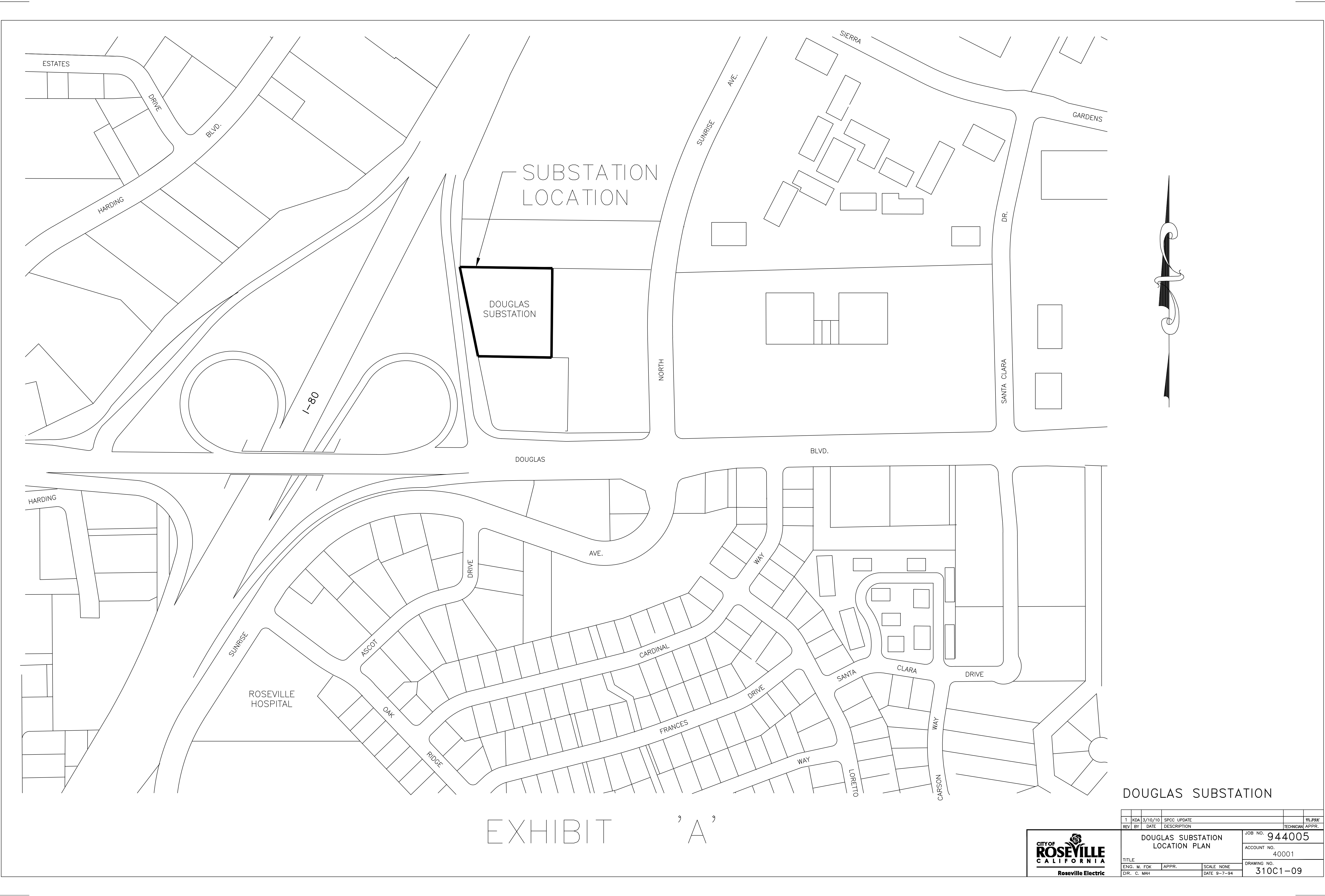


EXHIBIT 'A'

DOUGLAS SUBSTATION



1	KDA	3/10/10	SPCC UPDATE		TL/500
REV	BY	DATE	DESCRIPTION		TECHNICIAN APPR.
DOUGLAS SUBSTATION LOCATION PLAN				JOB NO.	944005
				ACCOUNT NO.	40001
TITLE				DRAWING NO.	310C1-09
ENG. M. FOK		APPR.		SCALE NONE	
DR. C. MAH		DATE 9-7-94			



COUNCIL COMMUNICATION

CC #: 9241
File #: 0800-02

Title: Water, Wastewater, Solid Waste Utility Rate Study - Professional Services Agreement
Contact: Terri Shirhall 916-774-5536 tshirhall@roseville.ca.us

Meeting Date: 5/23/2018
Item #: 7.16.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve the professional services agreement with Raftelis for a rate study for the water, wastewater, and solid waste utilities, and authorize the Acting City Manager to execute the agreement on behalf of the City for a not-to-exceed amount of \$118,890.00.

BACKGROUND

The Environmental Utilities Department is coordinating preparation of a water, wastewater, and solid waste utility rate study for upcoming fiscal years 2020 and 2021, and beyond. The scope of the cost-of-service rate study includes a ten-year financial forecast, comprehensive financial planning and rate model, review and potential update of fiscal policies, and documentation of the rate study analyses. Staff publicized a request for proposals (RFP) for utility rate consulting services. Three qualified consultants responded to the RFP. The proposals were evaluated on reputation and experience, project understanding, capability and availability of staff, and proximity. Raftelis was ranked the highest through staff evaluation conducted in accordance with City policy.

To facilitate timely completion of the study, and ensure financial and legal accuracy and transparency, staff is requesting City Council approval of an agreement with the consulting firm Raftelis for preparation of a rate study to include water, wastewater, recycled water, and solid waste utilities.

FISCAL IMPACT

This agreement has a not to exceed limit of \$118,890.00. The funds are included in the FY2017-18 Environmental Utilities Administration budget for professional services.

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 Environmental Utilities rate study process does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Terri Shirhall, EU Analyst

Richard Plecker, Environmental Utilities Director

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-176

Agreements

RESOLUTION NO. 18-176

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND RAFTELIS FINANCIAL CONSULTANTS, INC., AND
AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding the water, wastewater, and solid waste utility rate study consulting services, by and between the City of Roseville and Raftelis Financial 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 Acting 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 _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Water, Wastewater, and Solid Waste Utility Rate Study Consulting Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Raftelis Financial
Consultants, Inc., a North Carolina corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of consulting services for a
water, wastewater, and solid waste utility rate study; and

WHEREAS, CONSULTANT has prepared a proposal dated March 29, 2018, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred eighteen thousand, eight hundred ninety dollars (\$118,890.00).

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, 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.

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

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation

Statutory

Commercial General Liability

\$1,000,000 each occurrence

\$2,000,000 aggregate

Personal Injury:

\$1,000,000 each occurrence

\$2,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Professional Liability (errors and omissions)

\$1,000,000 per claim

\$2,000,000 aggregate

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

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

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

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

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

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

Habib Isaac
Project Manager
24640 Jefferson Ave., Suite 207
Murrieta, CA 92562

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

RAFTELIS FINANCIAL
CONSULTANTS, INC., a North Carolina
corporation

BY: _____
DOMINICK CASEY
Acting City Manager

BY: 
its: President & CEO

ATTEST:

and

BY: 
its: Secretary

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

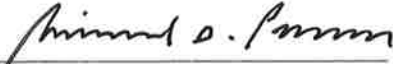
BY:  _____
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”

March 29, 2018

Ms. Terri Shirhall
EU Rates Analyst
City of Roseville
311 Vernon Street
Roseville, CA 95678

RE: Consulting Services for a Water, Wastewater, and Solid Waste Utility Rate Study

Dear Ms. Shirhall:

Raftelis is pleased to submit this proposal to assist the City of Roseville (City) with consulting services for a comprehensive water, wastewater, and solid waste utility rate study with the Department of Environmental Utilities (EU). We reviewed the request for proposal (RFP) and have tailored our approach to address the objectives of this study.

We have assembled a senior-level team for this engagement, with direct experience working with the City. Sanjay Gaur will be Project Director. He has conducted over 200 cost of service rate studies and brings 20 years of public-sector consulting experience. Habib Isaac, will serve as Project Manager. He will ultimately be responsible for the success of the project as well as keeping it on time and within budget. He has previously provided consulting services for the City's Water Capacity Fees and is knowledgeable with the local water supplies from that previous study as well as his current work with the neighboring agency of Citrus Heights Water District. With extensive knowledge working with EU over the past 15 years, Bob Reed will assist Mr. Isaac on this engagement as Technical Reviewer and provide continuity of care. Lastly, to complete the Raftelis Project Team, R3 Consulting Inc. (R3) will lead the solid waste utility rate component of the study. R3 has previously assisted EU with conducting a commercial organics waste characterization study. R3 is headquartered in Roseville with two other offices in California and more than a dozen professional consultants. Our Project Team works daily with cities and water districts throughout California on utility rates and we are leaders in the industry – serving on committees that develop the guidelines for rate setting, and commonly speaking at national and regional conferences, including ACWA, CSMFO, and the AWWA CA/NV section.

Raftelis places a high priority on being responsive to our clients and, therefore, actively manages each consultant's project schedule to ensure appropriate availability from our staff for addressing client needs. Raftelis currently has a team of more than 70 consultants specializing in financial and utility consulting services for wastewater, water, recycled water, and stormwater utilities, with 14 of these consultants within California. Our Project Team will be supported by several of Raftelis' California-based consultants to conduct analyses and prepare deliverables for the project.

Raftelis understands the City's objectives and will address these issues through a long-range financial plan and rate consulting project with the following characteristics:

- Analyze financial outlook and recommend an appropriate financial plan for each utility. We anticipate developing multiple options for each utility to help ensure that we meet the City's objectives.
- Develop comprehensive cost of service (COS) rate models to ensure compliance with Proposition 218 and reflect cost-based rates while meeting the City's revenue requirements
- Maintain fair and equitable rate structures that will ensure financial sufficiency and stability
- Review, evaluate, and compare the City's current rate structures with other comparable communities as well as to the City's current rates
- Provide appropriate education and public outreach to the City and its constituency through workshops with the community, the Roseville Public Utilities Commission, and the City Council

We are proud of the resources and experience that we offer the City, and we welcome the opportunity to be of assistance on this engagement. If you have any questions or would like to discuss the scope of services in more detail, please do not hesitate to contact our Project Manager, Habib Isaac, using the following information:

Habib Isaac, Project Manager
24640 Jefferson Avenue, Suite 207, Murrieta, CA 92562
P: 951.387.4352 / E: hisaac@raftelis.com / F: 213.262.9303

Sincerely,



Habib Isaac
Senior Manager



Sanjay Gaur
Vice President

We will perform the services and adhere to the requirements described in this RFP.

Project Plan

The following sections outline the tasks to complete the water, wastewater, and solid waste utility rate study to ensure financial sufficiency for the operations and capital costs of each enterprise, and to enhance each utility's long-term financial sustainability.

TASK 1: PROJECT MANAGEMENT, DATA COLLECTION, AND KICK-OFF MEETING

Task 1.1: Data Collection

Raftelis will prepare a detailed data request specifying the information needed to complete the study. Information typically required to perform a utility rate study includes recent and current budgets, current and historical water production and billing data, wastewater collection and treatment data, tonnage discharged to landfills, water supplies by source, existing debt service obligations, and a long-term capital improvement plan for each utility. We will provide the initial data request before the kick-off meeting and review the City's utility budgets prior to the kick-off meeting to help ensure a highly productive initial discussion regarding objectives of the study. During the kick-off meeting we will also jointly develop a date-specific project schedule outlining key milestones and corresponding deliverables.

Task 1.2: Project Management

Competent project management enables project success. Project management will require effective coordination between the consultant team, City staff, the Roseville Public Utilities Commission (RPUC), City Council, and the public. Our management approach stresses transparency, communication, teamwork, objectivity, and accountability for meeting project objectives. Project management includes general administrative duties such as

client correspondence, interim meetings and conference calls, billing, project documentation, and quality assurance/quality control (QA/QC).

Task 1.3: Quality Assurance/Quality Control Process

Raftelis' commitment to quality is based on the concept that QA/QC is a continuous process. As such, in every project, we implement a systematic program of quality assurance to ensure consistency, accuracy, and validity. The Project Director and Project Manager are both responsible for QA/QC. The Technical Reviewer role provides another layer of review with a fresh perspective, from someone who has not been intimately involved with the project from the beginning. The Technical Reviewer will review the cost of service and rate models to verify they are functioning properly and are based on sound rate-making principles and standard industry practice. One unique aspect of our Project Team is that both Habib Isaac, Project Manager, and Bob Reed, Technical Reviewer, have both worked with the City and are knowledgeable with the City's utility structures. As such, Mr. Reed will also provide his perspective on any unique issues facing the City based on his institutional knowledge with the City's rate setting over the past fifteen years.

Meeting(s): One kick-off meeting with City staff

Expected City Staff Time:

Approximately 30 hours from City staff to compile the data needs

Deliverable(s): Kick-off meeting agenda, presentation materials, and meeting minutes

TASK 2: UTILITY FINANCIAL PLANS

Task 2.1: Financial Plan Revenue Requirements

The financial plans will assess the current financial health of the water, wastewater, and solid waste enterprises and suggest revenue adjustments to ensure long-term fiscal sustainability. Raftelis will project expenses and revenue needs over a 10-year planning horizon even though the City might only formally adopt rates for the next two to five years. The financial plans will incorporate revenue estimates based on current rates, demand and customer growth characteristics, and non-operating revenues. Revenue requirements for each utility will be projected based on historical results, the current budgets, the City's long-term capital funding strategy, existing debt, other obligations, and current economic trends. Rates, debt, grants, government subsidies, or infrastructure bank loans will be analyzed as possible options for capital financing. Projecting revenue adjustments over a 10-year planning horizon can illustrate future rate impacts and potential challenges to the City's financial situation and allow adjustments to expenses, reserve balances, or capital projects scheduling to smooth rate impacts.

For solid waste, the revenue requirements will include documenting the current number of accounts and the associated workloads, routes, staffing levels, and other operational factors. Estimates of future operational requirements and

costs to address future growth and potential expansion of collection programs, such as commercial recycling and organics (e.g., in response to AB 1826 and SB 1383), will also be developed. It is assumed that as part of this task the City's existing equipment replacement schedule will be reviewed and updated as appropriate to be consistent with the projected operational requirements.

Task 2.2: Financial and Reserve Policies

Given the amount of time that has passed since the City conducted a comprehensive cost of service study with an outside independent firm, our financial plan review will include a thorough discussion regarding the City's financial policies as well as its utility reserve policies. This is an opportune time for any updates and adjustments to the City's policies. Raftelis will review the City's existing policies and compare it to industry standards and the specific risk factors of the City for setting appropriate reserve targets.

Raftelis will develop a 10-year cash flow analysis to determine revenue adjustments needed to meet estimated expenses for the planning period, while minimizing sharp rate fluctuations and debt coverage requirements. We strive for smooth revenue adjustments and, therefore, minimized rate impacts. For example, strategic timing of capital expenditures and the use of reserve funds help mitigate rate fluctuations. The objective is to minimize the magnitude of customer impacts while still achieving long-term revenue objectives. Raftelis will develop more than one option for funding the City's capital needs and reserves and will present the

differences between each scenario to determine which one compliments the City's strategic plan while minimizing rate shock to its customers.

Task 2.3: Financial Plan Model

All financial analyses will be developed through the use of a dynamic model developed by Raftelis in Microsoft Excel. Raftelis develops powerful yet user-friendly models to allow for various financial planning and scenario analysis tasks. Our goal is to provide a model that City staff can use in subsequent years as part of the budgetary process, to ensure that revenue projections meet "actuals". The model will be provided to the City as a deliverable and City staff will have the ability to update the financial plan and rates in future years. The financial plan will be presented in an easy-to-understand format on an interactive dashboard designed to show the impacts of various assumptions (CIP funding, debt, various levels of customer growth, and revenue adjustments). A snapshot of a sample dashboard is shown on the following page. Features of the dashboard include the ability to show or indicate:

1. Revenue adjustments for the planning period in order to fund capital projects and reserves
2. Reserve balances and reserve targets
3. Projected operating costs and revenue streams
4. Operating plan break down (O&M, debt service, reserve funding)
5. Different capital funding sources such as rate funded (PAYGO), debt financing, or grant funding

As adjustments are made to different variables, the model

Sample Model Dashboard

The Dashboard allows quick decision-making by visually displaying impacts of changes to selected variables.



can save adjustments as separate scenarios. Raftelis has developed a scenario manager which allows multiple distinct scenarios to be saved and revisited for a comparative analysis to determine the most appropriate financial plan and rate adjustments.

Task 2.4

One of the scenarios to be evaluated with the financial plan model will be a drought or water shortage analysis that examines the cash flow impacts of potential drought conditions. This analysis may inform recommendations related to reserve policies, as well as be a factor in considering rate structures.

Meeting(s): One meeting with City staff to walk-through

financial plan models, and one financial plan workshop with the RPUC, the City Council, or a separate committee

Expected City Staff Time:

Conference calls to confirm certain assumptions over the course of developing financial plans and 6 hours for financial plan walk-through

Deliverable(s): Draft financial plan model in Microsoft Excel 2013 for each utility, PowerPoint presentation, and meeting minutes

TASK 3: COST OF SERVICE ANALYSIS

The cost of service analysis will provide water, wastewater, and solid waste rate defensibility

in light of Proposition 218 and Proposition 26. The cost of service study is based on industry standards and methodologies approved by the American Water Works Association's (AWWA) Manual M1 (which is co-authored by several Raftelis staff). For wastewater, Raftelis will follow the Water Environmental Federation's (WEF) *Manual of Practice No. 27* (which is co-authored by several Raftelis staff) when allocating costs, and solid waste will comply with the cost of service principles of Proposition 218. The cost of service allocates the revenue requirement to utility functions, then to cost components, and then distributes the cost components to each customer class.

The cost of service process includes:

Step 1 - Reviewing Customer Class Usage Patterns

Raftelis will analyze historical consumption to determine water usage and peaking characteristics by customer class and determine appropriate customer classifications for each utility. Raftelis will also analyze wastewater generated and historical wastewater flow of customer classes based on information provided by the City and tonnage of solid waste to landfills and picked up between side-loaders and front-loader trucks.

Step 2 - Allocating Costs to Cost Components

The City will first functionalize expenses into functions such as supply, transmission &

distribution, storage, etc. The costs will then be allocated to cost components such as supply costs, maximum hour and maximum day related costs, customer billing, and meter service related costs. For wastewater, costs will be allocated to flow and Biological Oxygen Demand (BOD), and Total Suspended Solids (TSS), if applicable.

R3 will prepare a cost-of-service analysis for solid waste that can be conducted on two levels:

1. **Line-of-Business Cost-of-Service Analysis** – The analysis of revenues and expenses among lines of business (e.g., residential, commercial, industrial) with the intent of balancing revenues and expenses to eliminate any subsidies that may exist across lines of business (e.g., commercial rates subsidizing residential rates).
2. **Individual Rate Cost-of-Service Analysis** – The analysis of rates and the relationships between rates within a given rate structure to determine the extent to which an individual rate reflects the cost of the associated service level (e.g., the cost to service a 4-yard container one time per week compared to the cost to service a 1-yard container four times per week).

The purpose of this task is to evaluate the reasonableness of any cost of service allocations that the City has developed among the various lines of business. If the City has not

allocated costs to the various lines of business, we will work with the City as part of this task to develop such projections.

Step 3 – Distribute Cost Components to Customer Classes

The cost components will then be allocated to customer classes based on how each class uses water and generates wastewater and solid waste.

Raftelis will follow AWWA guidelines so that the proposed rates are in compliance with Proposition 218, Proposition 26, and other regulations. Although not a law firm, Raftelis is very familiar with Proposition 218 requirements and its implications on rates. Our Project Team has extensive experience with Proposition 218.

For solid waste, the analysis completed in Step 2 will be used to quantify the cost of commercial recycling services and the impact of potential expansion of those services in response to the State's mandatory commercial organics recycling requirements under AB 1826. This will support the determination of a specific cost of service rate for commercial organics recycling and various other commercial recycling rate options.

Meeting(s): One meeting with District staff to review cost of service

Expected City Staff Time: Conference calls to discuss how certain costs are incurred for allocated costs to cost



components – 8 hours

Deliverable(s): Draft cost of service analysis in Microsoft Excel 2013 or later

TASK 4: RATES CALCULATION, CUSTOMER IMPACTS, AND RATE COMPARISON

Raftelis will calculate water and wastewater rates and discuss possible rate alternatives to consider with City staff.

Step 1 – Calculate Rates

Raftelis will calculate the current rates and discuss potential modifications to the rate structures. The models for each enterprise will show how the rate is derived for each class. Our models have the flexibility to instantaneously change and evaluate different fixed/variable revenue structures to enhance revenue stability. To help communicate the costs recovered, the water rates have several cost components

including, but not limited to, water supply costs, delivery costs, peaking costs, conservation costs, and revenue offsets (which alter the rates). For wastewater, rates will be determined based on the flow and strength loading factors of each customer class.

The models, through the use of the dashboard described previously, will have the capability to conduct various scenario analyses such as changes in water sales, changes in water supply, demand factors, CIP amounts, and funding strategies for each utility. The models will calculate water, wastewater, and solid waste rates. The dashboard has proven to be particularly useful when making presentations to City Council, allowing them to fully and instantly appreciate the impacts of their decisions.

Step 2 – Customer Bill Impacts

We will analyze the bill impacts as a result of the new rates. If the rate structure is identical, then this task is straightforward; if we revise the rate



structure, we will clearly show who will be impacted and to what extent. The models will include a summary of financial impacts on customers resulting from the proposed rate structures. Based on the amount of time since the last comprehensive cost of service studies, usage characteristics may have changed substantially requiring a redistribution of costs and financial responsibility.

Step 3 – Rate Comparison

Raftelis will compare the City's current and proposed water, wastewater, and solid waste rates with up to five neighboring agencies. While a useful benchmark, it is worth noting that such comparisons only paint a partial picture since many factors, such as topography and water sources, treatment requirements (including tertiary), affect the total cost of providing services. Raftelis publishes the nationally recognized biennial *Water and Wastewater Rate Survey*, which in collaboration with the AWWA, and the *California-Nevada Water Rate Survey*,

which is co-published by the CA-NV AWWA.

Step 4 – Rate Design Workshop

Following the completion of the rate model, Raftelis will meet with City staff to walk-through the cost of service and rate derivation components of the model as part of the ongoing training and familiarity with the models. We will also hold up to two webinars with City staff to develop different rate scenarios. The goal of these conference calls will be to identify the water, wastewater, and solid waste rates that will be presented at the rate workshop with the City Council. Raftelis will present the interim proposed rates and discuss the benefits and challenges associated with each proposed rate alternative, demonstrated through the rate model for each utility. Changes and suggestions from staff will be incorporated into the analyses prior to presenting the results to the City Council.

Upon incorporating City staff comments, Raftelis will present

the results of our analysis during a rate workshop with City Council. The presentation will discuss the recommended reserve and fund levels, proposed ten-year financial plan, and proposed rate structure and rates along with the resulting customer impact analysis. If necessary, Raftelis will use the models to address any concerns raised regarding the results. Any changes, comments, and feedback will then be incorporated into the final models.

The presentations will highlight the collaborative process used to identify and prioritize the important issues facing the City. The proposed rates will be presented along with other recommendations resulting from the study.

Meeting(s): One meeting with City staff to walk through cost of service and rate derivation, and one rate workshop with City Council

Expected City Staff Time: Conference calls to discuss rate alternatives and 6 hours for rate model walk-through

Deliverable(s): Draft rate

models in Microsoft Excel, a PowerPoint presentation, and backup model calculations

TASK 5: DRAFT AND FINAL REPORTS

Raftelis will describe the rate-setting process and document decisions in a detailed report for the City. The report will include an executive summary highlighting the major issues and decisions for each utility and an overview of operations, CIP, the financial plan, and the final rates. The main body of the report will include a brief physical description of the water, wastewater, and solid waste enterprises, development of the long-term financial plan, the cost of service process and methodology, the rate design process and methodologies, and the proposed rates.

City staff will provide comments for incorporation into the final draft. The final report will serve as the administrative record for compliance with Proposition 218.

Meeting(s): Up to two web meetings with City staff to discuss report

Expected City Staff Time: Review report and provide edits – 8 hours; in addition to staff review, the City Attorney should also provide a legal review of the report

Deliverable(s): Draft and final reports in Microsoft Word and PDF

TASK 6: PUBLIC MEETINGS

As part of this project, Raftelis also recommends including additional meetings to present the study report and rates to the RPUC and, as an optional task, two community meetings conducted with City staff, as well as support/assistance to staff regarding meetings with business and industry stakeholders. These utility rate studies will be setting rates for the next two to five years and public engagement with stakeholders and the public will provide an outlet for key messaging to customers on why rates are being updated

and provide a forum for feedback from the public.

Meeting(s): One public meeting with RPUC, and up to two community meetings for public engagement

Deliverable(s): Presentation materials

TASK 7: PUBLIC HEARING TO ADOPT RATES

7.1: Prepare Proposition 218 Notice for City's Attorney Approval

Raftelis will draft the Proposition 218 Notice for the

City Attorney to review and approve. The Proposition 218 Notice will summarize the findings of the study and clearly describe the proposed rates with fee schedules for each utility reflecting up to five years of rates. We recommend the Proposition 218 Notice be mailed to all property owners as well as customers that are not property owners to ensure everyone that may potentially be affected receives the Proposition 218 Notice.

7.2: Attendance at Public Hearing

Raftelis will attend the Public Hearing and make a presentation summarizing our findings and be available to

answer any questions from the public or City Council. The presentation will describe the recommended financial plan and the proposed rates, with an emphasis on any changes to the rates structure and why any such changes were made.

Meeting(s): One Public Hearing rate presentation

Deliverable(s): Presentation in Microsoft PowerPoint

Work Schedule

Raftelis will complete the scope of services within the timeframe shown in the schedule below. The proposed schedule assumes a notice-to-proceed by May 2018 and that Raftelis will receive the needed data in a timely manner and be able to schedule meetings as necessary. Project completion is estimated for April 2019.

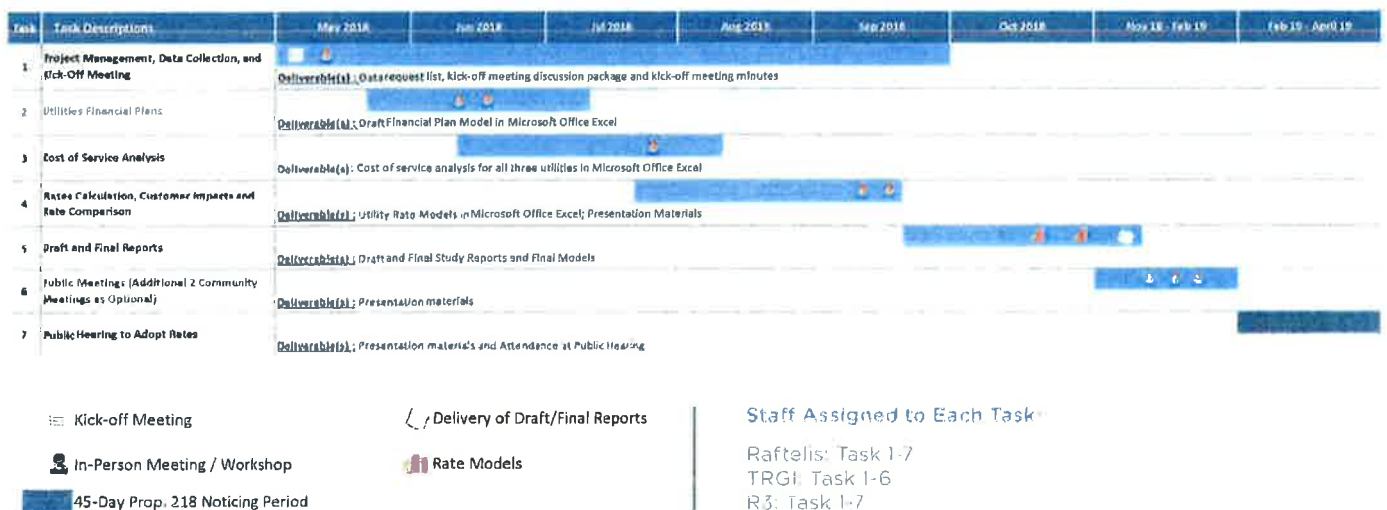


EXHIBIT “B”

Cost Proposal

Raftelis proposes to complete the project plan outlined in our proposal on a time-and-materials basis with a not-to-exceed cost of \$118,890 including related expenses. The following table provides a breakdown of the estimated level of effort required for completing each task described and the hourly billing rates for the personnel scheduled to complete the project. Expenses include costs associated with travel, and a \$10 per hour technology charge covering computers, networks, telephones, postage, etc.

Task	Task Descriptions	No of Meetings ¹							Total Fees & Expenses (Water/ Wastewater)
			PD	TR	PM	LC	SC	Total	
	HOURLY RATES		\$270	\$285	\$260	\$205	\$180		Subtotal
1	Project Management, Data Collection, and Kick-Off Meeting	1	-	4	8	8	8	28	\$6,905
2	Utilities Financial Plans	2		4	24	20	32	80	\$18,690
3	Cost of Service Analysis	1	2	2	20	12	24	58	\$13,995
4	Rates Calculation, Customer Impacts and Rate Comparison	2	2	4	24	16	32	76	\$18,370
5	Draft and Final Reports		4	6	24	24	12	66	\$16,770
6	Public Meetings (Additional 2 Community Meetings as Optional)	1	-	4	8	8		20	\$5,385
7	Public Hearing to Adopt Rates	1	-	2	8	-	-	10	\$3,075
Sub	R3 - Solid Waste Rate Component							217	\$35,700
	TOTAL ESTIMATED MEETINGS / HOURS	8	8	26	116	88	108	338	
	PROFESSIONAL FEES		\$2,160	\$7,410	\$30,160	\$18,040	\$19,440	\$77,210	
								Total Fees	\$112,910
								Total Expenses	\$5,980
								TOTAL FEES & EXPENSES	\$118,890
Optional	Additional Meetings								\$3,500

PD - Project Director (Sanjay Gaur)
 PM - Project Manager (Habib Isaac)
 LC - Lead Consultant (Andrea Boehling)
 TR - Technical Reviewer (Bob Reed)
 SC - Staff Consultants



COUNCIL COMMUNICATION

CC #: 9217

File #: 0707

Title: Roseville Aquatics Complex - Concession Services Agreement

Contact: Scott Marchetti 916-774-5971 smarchetti@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Recommend that the City Council adopt a resolution to approve the agreement with Clover Concessionaires, Inc. dba Dave's Dawgs to operate concession services at the Roseville Aquatics Complex, and authorize the Acting City Manager to execute it.

BACKGROUND

In January of 2018, the City of Roseville issued a "Request for Proposal" (RFP) for qualified food concession contractors to operate a food and beverage snack bar at the Roseville Aquatics Complex. The contractor is expected to provide all personnel, labor, equipment, materials, tools, services and special skills required to upgrade and to operate the concession facility.

Prior to contracting the concessions operations, staff saw a steady decline in sales at the snack bar. Staff had attempted to apply different approaches throughout the years with limited success. To be successful, the department would need to dedicate a fulltime staff member to this program, and the City did not and currently does not, have the resources to do that. Therefore, the City decided to contract this function to an outside entity. Contracting concessions has allowed a time savings of about 20% for recreation staff during a critical time of the summer, and has kept the added value of concessions at the pool.

Dave's Dawgs has been in the concession business since 2002, providing food and beverages to thousands of customers. They have proven to be a good partner and have provided quality concession services at the Roseville Aquatics Complex. This local, family-owned business understands the concept of customer service.

FISCAL IMPACT

Dave's Dawgs proposal includes that the City will receive 15% of all net sales. Net sales shall be defined as gross sales, less the cost of goods sold and payroll expense.

ECONOMIC DEVELOPMENT / JOBS CREATED

Dave's Dawgs may need to hire additional staff to operate the concessions at the facility.

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 Concession Agreement at the Roseville Aquatics Complex project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Scott Marchetti, Recreation Coordinator

Dion Louthan, Parks, Recreation & Libraries Director

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-173

RAC Concession Agreement

RESOLUTION NO. 18-173

APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CLOVER CONCESSIONAIRES, INC. DBA DAVE’S DAWGS, AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement Granting an Exclusive Revocable License to Operate a Concession Stand at the Roseville Aquatics Complex, by and between the City of Roseville and Clover Concessionaires, Inc. dba Dave’s Dawgs, 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 Acting 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 GRANTING AN EXCLUSIVE REVOCABLE
LICENSE TO OPERATE A CONCESSION STAND
AT THE ROSEVILLE AQUATICS COMPLEX

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the City of Roseville, a municipal corporation ("CITY"), and Clover Concessionaires, Inc. dba Dave's Dawgs, a California corporation ("LICENSEE"); and

W I T N E S S E T H:

WHEREAS, in January 2018, CITY issued a Request for Proposals ("RFP") for concession stand services at the Roseville Aquatics Complex ("RAC"); and

WHEREAS, LICENSEE prepared a proposal dated February 15, 2018 which describes the scope of work to be performed by LICENSEE; and

WHEREAS, LICENSEE is qualified and experienced to provide concession stand services; and

WHEREAS, CITY desires that LICENSEE operate the concession stand services for the 2018 swim season at the RAC and LICENSEE agrees to perform such services pursuant to the terms of this AGREEMENT.

NOW, THEREFORE, the parties agree as follows:

1. License. CITY hereby awards to LICENSEE, and LICENSEE hereby accepts, an exclusive revocable license to operate a concession stand ("the Stand") at the RAC in accordance with the proposal attached hereto as EXHIBIT "A" and incorporated herein by this reference.

2. Term. The term of this Agreement shall commence on May 1, 2018 and expire on September 30, 2018. This Agreement may be extended in CITY's sole discretion through its City Manager or designee, for the 2019 and 2020 Roseville Aquatics seasons.

3. Maintenance, Repair and Utilities. LICENSEE shall provide custodial services of the interior of the Stand. CITY shall be responsible for maintaining and repairing the Stand and CITY owned foodservice equipment to the extent needed maintenance or repairs are not caused by LICENSEE's negligence or intentional misconduct. LICENSEE shall be responsible for maintenance and repairs caused by LICENSEE's negligence or intentional misconduct. CITY shall also furnish the Stand with all necessary utilities.

4. Seating Area and Trash Removal. CITY shall be responsible for setting up the seating area. The area in which the Stand is located, including the seating area, shall be kept free of trash or litter and maintained by CITY in a safe, neat, clean and orderly condition. CITY shall provide adequate garbage cans for the use of customers and shall be responsible for removal of garbage from the RAC.

5. Equipment, Merchandise and Fixtures. Except for the foodservice equipment listed in Section 4 of the RFP to be supplied by CITY, LICENSEE shall provide, at no expense to CITY, any other equipment necessary for the operation of the Stand. LICENSEE shall be responsible for maintaining and repairing LICENSEE owned or supplied foodservice equipment. No merchandise other than food or drink shall be sold without the written consent from the Parks, Recreation & Libraries Director, or his or her designee (the "Director"). No permanent fixtures of any type shall be installed or placed by LICENSEE on or in the Stand.

6. Consideration. For the 2018 Season, CITY shall receive 15% of all Net Sales. Net Sales shall be defined as the gross sales less the cost of goods sold and payroll expenses. CITY's portion of Net Sales shall be paid to CITY on September 30th of each year.

7. Prices. Prices to be charged for food and drink shall be subject to the written consent of the Director. The Director may also require that a price list be posted on the Stand for the benefit of the public. No other signs shall be permitted without the written consent of the Director.

8. Hours of Operation. At a minimum, LICENSEE shall operate the Stand during seasonal recreational swim times at the RAC. Additional hours of operation will be as negotiated between CITY and LICENSEE.

9. Alcohol Prohibited. No alcoholic beverages shall be consumed at or sold at the Stand.

10. Glass Prohibited. No merchandise sold by LICENSEE shall be given to the customers in glass bottles or containers.

11. 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 sole 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.

12. Insurance. LICENSEE 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

Workers Compensation

Statutory

Commercial General Liability

\$3,000,000 each occurrence

\$6,000,000 aggregate

Personal Injury:

\$3,000,000 each occurrence

\$6,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

a. Form. LICENSEE shall submit a certificate evidencing such coverage for the period covered by this Agreement and 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. LICENSEE 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. Such insurance shall specifically cover the contractual liability of LICENSEE. The additional insured coverage under the LICENSEE's policy shall be primary and noncontributory 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 ISO CG 20 01 Endorsement. It shall be a requirement under this Agreement that 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. LICENSEE shall provide thirty (30) 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 umbrella or excess insurance. Any umbrella or 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 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. Subcontractors hired by LICENSEE 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. Subcontractor further agrees to include these same provisions with any tertiary subcontractor. 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. 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 be endorsed with a waiver of subrogation in favor of CITY, its officers, agents and employees 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.

13. Permits and Licenses. LICENSEE shall obtain at its own expense any and all permits and licenses which may be required by law or ordinance (including, without limitation by reason of enumeration, City of Roseville business licenses) in the conduct of the Stand and shall pay any and all taxes which may be assessed against it for whatever purposes in the operation of said concession. LICENSEE shall obtain the consent of the Placer County Health Department before and during the operation of the Stand.

14. Compliance with Laws. LICENSEE shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

15. Ability to Perform. LICENSEE agrees and represents that it has the time, ability and expertise to perform the services required under this Agreement.

16. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern.

17. Assignment. LICENSEE shall not sell, lease, assign or sublet any rights under this License Agreement without the prior written consent of CITY.

18. Independent Contractor. LICENSEE 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.

19. Termination of Agreement. Either party may terminate this Agreement without cause by giving the other party thirty (30) days advance written notice.

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

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

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.

23. 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

LICENSEE

Dion Louthan
Parks, Recreation & Libraries Director
316 Vernon Street Ste. 400
Roseville, CA 95678

Dave and Emily Clover
Dave's Dawgs
465 Homestead Court
Lincoln, CA 95648

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

24. 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 _____, 2018, and LICENSEE has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

CLOVER CONCESSIONAIRES, INC.
DBA DAVE'S DAWGS, a California
corporation

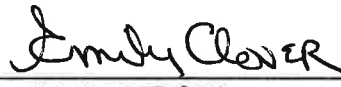
BY: _____
DOMINICK CASEY
Acting City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: PRESIDENT

and

BY: 
its: SECRETARY

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Parks, Recreation & Libraries Director

EXHIBIT "A"

Firm's Qualifications

Dave's Dawgs was established in 2002 as a mobile hot dog vending service. It is owned and operated by the husband and wife team of Emily and David Clover and currently operates four (4) mobile vehicles serving Placer, Sacramento and Yolo counties as well as the snack bar at Foscett Regional Softball Complex in Lincoln.

Dave's Dawgs is fully insured and permitted by several County Health Departments. A member of the Lincoln, Rocklin and Folsom Chambers of Commerce, Dave's Dawgs holds a City of Roseville Business License (Number 036448).

In addition to community events, corporate functions and private catering, Dave's Dawgs also provides regular lunch service to local area businesses and operates a hot dog cart at a downtown Sacramento corner location. The fact that Dave's Dawgs is invited back to events year after year is proof that they are a capable and reliable food concessionaire.

Utilizing established employees of the company to manage and operate the snack bar, Dave's Dawgs will continue to provide the food and beverage service requested. Supplemental sub-contractors may be utilized to service and maintain the specialty equipment in the facilities (i.e. ICEE machine and soda fountain).

Tab C
Qualifications of Team

Project Manager: Emily Clover

Owner and Chief Financial Officer of Clover Concessionaires, Inc., and the RAC snack bar manager for the last four years, Emily brings over 25 years of business management experience to Dave's Dawgs.

Operations Supervisor: Trevor Lane

A key employee of Dave's Dawgs, Trevor has 5 years of management experience in the restaurant industry, responsible for daily operations, his duties included inventory management and employee hiring, training, supervision and scheduling.

Tab D
Project Understanding

Based on available information, field observation and hands on experience at this location, Dave's Dawgs will operate a concession stand at the Roseville Aquatic Center.

Open during recreational swim times, the snack bar is geared toward children and families. Providing quality hot food, snacks and cold beverages, we strive to deliver speedy order fulfillment and friendly, helpful customer service.

The facility will be kept clean and maintained by Dave's Dawgs and their assigned staff.

Dave's Dawgs has or shall acquire necessary city, state and county permits for the purpose of food sales and concession operations.

Tab E
Project Plan

OUR MISSION STATEMENT

To provide quality products and outstanding service at a fair price

Dave's Dawgs has been able to operate the Roseville Aquatic Center Concession successfully and profitably by utilizing a simple, yet comprehensive menu.

We have organized the snack bar so that most days, one qualified employee is able to maintain our stated food quality and service objectives. Additional employees are scheduled to accommodate special events and large programs.

It is our goal to staff the facility with the same two or three employees on a rotating schedule in order to maintain continuity of operations and a consistent level of service and product quality.

Inventory management will be the responsibility of the Operations Supervisor. Dave's Dawgs is committed to providing the freshest, best quality products available, featuring Hebrew National's 100% Kosher Beef hot dog, Miller specialty sausages, as well as name brand drinks, condiments and snack products. Cognitive of changing nutritional demands, our menu also includes a Veggie dog option.

1 a d r
Cost Proposal

The following page contains the probable menu for Contract Term 2018.
Dave's Dawgs reserves the right to revise the menu prior to the start of each contract period.

Consideration to City

A Sales Report, in spreadsheet format, will be submitted on or before September 30th of each contract year. All consideration due to the City will be paid with the submission of the Sales Report.

Net Sales shall be defined as:

	Gross Sales
Less	Applicable sales tax
Less	Cost of Goods Sold (COGS)
Less	Payroll Expense (estimated at \$3500/per contract term)

City will receive Fifteen percent (15%) of Net Sales earned at the Roseville Aquatic Center Concession .

DAVE'S DAWGS

-MENU-

Hot Dog - 100% Beef, 1/4 lb, Hebrew National	\$ 5.00
Hot Link - 100% beef, Spicy	\$ 5.00
Bratwurst - Beef and Pork Combined, Seasoned	\$ 5.00
Veggie Dog	\$ 5.00
Cheese Nachos	\$ 4.00
Pretzel (Nacho Cheese .50)	\$ 2.00

-SNACKS-

Airhead	\$ 0.25
Smarties/Pixy Stix/RingPop	\$ 0.50
Chips/Fruit Snacks/Red Vines/Sour Patch Kids	\$ 1.00
Cinnamon Roll/Donuts (sugar or chocolate)	\$ 1.00
Chocolate Candy (M&M's, Snickers, Reese's Pieces, Twix)	\$ 1.50
Piece of Fruit	\$ 1.00
Frozen Fruit Bar	\$ 1.00
Ice Cream Bar (Klondike, Snickers, Drumstick)	\$ 2.00
Home-Made Ice Cream Sandwich	\$ 4.00

-DRINKS-

20 oz Fountain Soda (\$1.00 refills)	\$ 2.00
Iced Tea/Lemonade/Half & Half (\$1.00 refills)	\$ 2.00
Gatorade	\$ 2.50
Monster - Energy Drink	\$ 3.00
Bottled Water	\$ 1.00
ICEE (Blue Raspberry or Cherry)	\$ 2.50



COUNCIL COMMUNICATION

CC #: 9219

File #: 0600

Title: Consulting Services - Professional Services Agreement Amendment

Contact: Molly Felix 916-774-5213 mfelix@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.18.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council approve a first amendment to professional services agreement with Municipal Resource Group, LLC to provide leadership and strategic planning support for departments as well as continuing to assist City Council with goal setting, performance measurement and other items as identified. Services to be utilized citywide on an as needed basis, and adopt a resolution to authorize the Acting City Manager to execute it. Total compensation not to exceed \$100,000. Services will be paid on an as needed basis by the department utilizing the consulting services.

BACKGROUND

Municipal Resources Group, LLC has provided professional consultation services for the City in the past, and the City wishes to continue with the services offered. The City plans to utilize the attached Scope of Work which includes leadership and strategic planning support as well as continuing to assist City Council with City Manager and City Attorney performance reviews, goal setting, performance measurement and other items as identified.

FISCAL IMPACT

Total compensation shall not exceed \$100,000. Funding is included in each department's budget. Staff requests authorization to continue utilizing the contract without further Council approvals not to exceed \$100,000.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by 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)). The approval of a first amendment to a professional services agreement for consulting services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Molly Felix, Administrative Assistant

Gayle Satchwell, Human Resources Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-177

Municipal Resource Group Agreement Amendment

RESOLUTION NO. 18-177

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND MUNICIPAL RESOURCE GROUP, LLC,
AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement regarding consulting services, by and between the City of Roseville and Municipal Resource Group, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is hereby approved and that the Acting 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
PROFESSIONAL SERVICES AGREEMENT**

Project: Consulting Services

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and Municipal Resource Group, LLC a California limited liability company (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated June 17, 2015 (“Agreement”) regarding consultation with City staff and Council members regarding personnel issues (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated April 9, 2018 which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” of this First Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay one hundred thousand dollars (\$100,000.00), in consideration of the additional services as set forth in Exhibit “A” to the First Amendment to Agreement. This brings the total not to exceed contract amount to one hundred seventy-two thousand dollars (\$172,000.00).”

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 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 _____, 20__, and CONSULTANT has caused this First Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

MUNICIPAL RESOURCE GROUP, LLC a
California limited liability company

BY: _____
DOMINICK CASEY
Acting City Manager

BY:  _____
its: _____

(ADDITIONAL SIGNATURES ON FOLLOWING PAGE)

ATTEST:

and

BY: _____

BY: _____

its: _____

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____

GAYLE SATCHWELL
Human Resources Director

EXHIBIT "A"



April 9, 2018

Mr. Dominic Casey
Interim City Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678

RE: Proposal amendment for continued Consulting Services

Dear Dominic,

Thank you for requesting an amendment to the proposal for consulting services. My understanding is that the City would like to retain my services for the following projects on an as-needed basis:

- Continue with the recruitment support for City Management process;
- Provide transition assistance for incoming permanent City Manager;
- Continue to assist City Council with high level issues, goal setting, performance measurement and other items as identified;
- Continue to assist with annual performance evaluation process for the City Manager and City Attorney, consistent with the process used in prior years;
- Provide leadership and strategic planning support on an as needed basis.

All services are provided based on City of Roseville requests and approval of a scope of work.

Please let me know if you need additional information to complete this contracting process. Each specific project will begin with a work plan, timeline, and scope of work in advance of starting any engagement. All services will be billed out at \$225 per hour and mileage at current IRS rates. We look forward to hearing from you!

Sincerely,

Mary Egan
Managing Partner, MRG LLC
916-261-7547
egan@solutions-mrg.com



COUNCIL COMMUNICATION

CC #: 9225

File #: 0200

Title: General Financial Analysis Services - Professional Services Agreement

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

Meeting Date: 5/23/2018

Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution to enter into a three year agreement with Economic and Planning Systems (EPS) to perform fiscal consulting services for 3 fiscal years, commencing on July 1, 2018, and expiring on June 30, 2021, and authorize the Acting City Manager to execute it.

BACKGROUND

The City contracts with a consultant to perform fiscal impact analysis of annexation and rezone projects as well as impact fee studies. EPS is a land economics consulting firm with over 30 years of experience in the full spectrum of services related to fiscal impact analysis, public finance, and real estate market analysis. The City has had a relationship with EPS for many years on various projects and wants to retain it as a fiscal consultant. The current contract expires on June 30, 2018.

FISCAL IMPACT

There will be no new fiscal impact from this agreement since the consulting services it covers will be for projects that will either be charged to an external party or, if not already budgeted, staff will return to Council requesting a budget adjustment. The agreement allows services per fiscal year of up to \$100,000, for an overall total not to exceed \$300,000.

ECONOMIC DEVELOPMENT / JOBS CREATED

The agreement will not have an impact on economic development or job creation.

ENVIRONMENTAL REVIEW

The Professional Services Agreement is not considered a "project" as defined by the California Environmental Quality Act (CEQA) based on Section 15273 of the CEQA Guidelines. No other

CEQA action is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Finance Director

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-166

Professional Services Agreement

RESOLUTION NO. 18-166

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND ECONOMIC & PLANNING SYSTEMS, INC., AND
AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding general financial analysis services, by and between the City of Roseville and Economic & Planning Systems, 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 Acting 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 _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: General Financial Analysis Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and
Economic & Planning Systems, Inc., a California Corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of general financial analysis services; and

WHEREAS, CONSULTANT has prepared a proposal dated March 19, 2018, 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 professional services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.
2. Term. The term of this Agreement shall be for three (3) years, commencing on July 1, 2018 and expiring on June 30, 2021.

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," attached hereto and incorporated herein by this reference. Total compensation per fiscal year shall not exceed one hundred thousand dollars (\$100,000), for an overall total compensation not to exceed three hundred thousand dollars (\$300,000).

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

hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

Dennis Kaufman
Finance Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Jamie Gomes, Managing Principal
Economic & Planning Systems, Inc.
400 Capitol Mall, 28th Floor
Sacramento, CA 95814

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

ECONOMIC & PLANNING SYSTEMS,
INC., a California Corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: David Zehnder
Vice President and Chief Financial Officer
and

ATTEST:

BY: 
its: SECRETARY
Darin Smith

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
DENNIS KAUFMAN
Finance Director

EXHIBIT “A”

March 19, 2018

Dennis Kaufman
Finance Director
City of Roseville Department of Finance
311 Vernon Street
Roseville, CA 95678

Subject: Master Services Agreement for Financial Consulting Services
for Fiscal Year 2018-19; EPS #182049

The Economics of Land Use



Dear Dennis Kaufman:

Economic & Planning Systems, Inc. (EPS) appreciates the opportunity to submit this proposal to provide consulting services to the City of Roseville (City). EPS has enjoyed working with the City over the years and looks forward to continuing that relationship in 2018 and beyond. EPS understands the annual master services agreement for financial consulting services would begin in Fiscal Year 2018-19 and would be for a 3-year term.

Scope of Services

As may be requested by the City, EPS will provide ongoing financial consulting services to support the City's needs. Historically, EPS has assisted the City with the following types of analyses:

- Fiscal Impact Analyses
- Land-Secured Financing District Formation (Mello-Roos Community Facilities Districts)
- Economic Impact Analyses
- Public Finance (e.g., development impact fees)
- Real Estate Market and Feasibility Analyses
- Reuse, Revitalization, and Redevelopment Projects

Consistent with ongoing practices, when the City requests one or more specific services, EPS would prepare a Scope of Work in response to such a request.

Economic & Planning Systems, Inc.
400 Capitol Mall, 28th Floor
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

Staffing

Key personnel expected to respond to City needs are Jamie Gomes, Ellen Martin, Amy Lapin, and David Zehnder. Additional EPS staff are anticipated to provide additional technical support as needed.

Budget

EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work completed up to the maximum authorized annual budget amount of **\$100,000**. Travel, data, or reproduction expenses will be billed at cost, and invoices are submitted monthly and are payable on receipt. EPS's current Hourly Billing Rates are attached as part of this letter scope.

Again, EPS appreciates the opportunity to work with the City. Please call me at (916) 649-8010 if you have questions or require changes to this proposal.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.



Jamie Gomes
Managing Principal



David Zehnder
Managing Principal

Attachment

2018 HOURLY BILLING RATES

Sacramento Office

Managing Principal	\$260-\$290
Senior Principal	\$300
Principal	\$230-\$245
Executive/Senior Vice President	\$230
Vice President	\$205
Senior Technical Associate	\$190
Senior Associate	\$175
Associate	\$160
Research Analyst II	\$120
Research Analyst I	\$90
Production and Administrative Staff	\$80

Billing rates updated annually.





COUNCIL COMMUNICATION

CC #: 9246

File #: 0103-29-02

Title: Roseville Finance Authority - FY2018-19 Budget
Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff is recommending the Roseville Finance Authority adopt the attached resolution adopting the Roseville Finance Authority FY2018-19 budget.

BACKGROUND

Attached is the Roseville Finance Authority budget for FY2018-19. The debt service payments of \$11,023,036.00 reflect the Certificates of Participation (COPs) for the Corporation Yard and 316 Vernon Street along with the Marks-Roos bond refundings of Community Facilities District (CFD) bonds. The Authority has issued other bonds and COPs, but that debt service is reflected in the City's budget within each respective enterprise fund. For CFD bond issues, the Authority acts as a conduit to collect payments for the refunding of two or more special districts.

FISCAL IMPACT

The budget document provides a financial summary of the Roseville Finance Authority Fund. No fiscal impact to report.

ECONOMIC DEVELOPMENT / JOBS CREATED

Adoption of this budget will not have an impact on economic development or job creation.

ENVIRONMENTAL REVIEW

The budget is not considered a 'project' as defined by the California Environmental Quality Act (CEQA) based on Section 15273 of the CEQA guidelines. No other CEQA action is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Finance Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Finance Authority Resolution No. 1-18

RFA Budget FY2018-19

ROSEVILLE FINANCE AUTHORITY

RESOLUTION NO. 1-18

ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2018-19

WHEREAS, the Roseville Finance Authority desires to approve the Roseville Finance Authority Budget FY2018-19,

NOW, THEREFORE, the Roseville Finance Authority does hereby resolve that the attached Roseville Finance Authority Budget FY2018-19 is hereby approved.

PASSED AND ADOPTED by the Roseville Finance Authority this __ day of _____, 20__, by the following vote on roll call:

AYES AGENCY MEMBERS:

NOES AGENCY MEMBERS:

ABSENT AGENCY MEMBERS:

CHAIR

ATTEST:

Secretary

Roseville Finance Authority

	Actual FY2017	Estimate FY2018	Budget FY2019
OPERATING REVENUES			
Lease Payment from City - 2003 Refunding	\$ 1,021,805	\$ 1,021,156	\$ 1,016,592
Lease Payment from City - 316 Vernon Street	540,093	892,138	888,288
Lease Payment from City - 2016 RFA Refunding (HRN / WCE CFDs)	(1,883,992)	2,209,575	2,294,100
Lease Payment from City - 2007 CR / SE / SW / SP1 CFDs Series A	2,934,756	2,922,063	-
Lease Payment from City - 2007 CR / SE / SW / SP1 CFDs Series B	698,115	698,745	-
Lease Payment from City - 2017A RFA CR/SRP1/SRE/SRW	-	-	2,962,268
Lease Payment from City - 2017B RFA CR/SRP1/SRE/SRW	-	-	930,688
Lease Payment from City - 2012 NE / NW CFDs	2,966,830	2,951,925	2,931,100
Total Revenues	6,277,607	10,695,602	11,023,036
LESS CAPITAL AND DEBT EXPENSES			
Debt Service - 2003 Refunding	1,021,805	1,021,156	1,016,592
Debt Service - 316 Vernon Street	807,419	892,138	888,288
Debt Service - 2016 RFA Refunding (HRN / WCE CFDs)	(1,979,933)	2,209,575	2,294,100
Debt Service - 2007 CR / SE / SW / SP1 CFDs Series A	2,933,812	2,922,063	-
Debt Service - 2007 CR / SE / SW / SP1 CFDs Series B	698,115	698,745	-
Debt Service - 2017A RFA CR/SRP1/SRE/SRW	-	-	2,962,268
Debt Service - 2017B RFA CR/SRP1/SRE/SRW	-	-	930,688
Debt Service - 2012 NE / NW CFDs	2,947,375	2,951,925	2,931,100
Total Capital and Debt Expenses	6,428,593	10,695,602	11,023,036
INCREASE (DECREASE) FROM OPERATIONS	(150,986)	-	-
FUND BALANCE, BEGINNING OF YEAR	240,843	89,857	89,857
INCREASE (DECREASE) FROM OPERATIONS	(150,986)	-	-
FUND BALANCE, END OF YEAR	\$ 89,857	\$ 89,857	\$ 89,857



COUNCIL COMMUNICATION

CC #: 9247
File #: 0103-17

Title: Roseville Natural Gas Financing Authority - FY2018-19 Budget
Contact: Jeannine Thrash (916) 774-5473 jthrash@roseville.ca.us
Dennis Kauffman (916) 774-5313 dkauffman@roseville.ca.us

Meeting Date: 5/23/2018
Item #: 7.21.

RECOMMENDATION TO COUNCIL

Staff is recommending the Roseville Natural Gas Financing Authority approve the attached resolution adopting the Roseville Natural Gas Financing Authority's FY2018-19 budget.

BACKGROUND

Attached is the Roseville Natural Gas Financing Authority budget for Fiscal Year 2018-19. The debt service payments of \$16,762,500 repay principal and interest on the Gas Revenue Bonds which financed the prepayment of natural gas used for the Roseville Energy Park.

FISCAL IMPACT

The budget document provides a financial summary of the Roseville Natural Gas Financing Authority Fund. No fiscal impact to report.

ECONOMIC DEVELOPMENT / JOBS CREATED

Adoption of this budget will not have an impact on economic development or job creation.

ENVIRONMENTAL REVIEW

The budget is not considered a 'project' as defined by the California Environmental Act (CEQA) based on section 15273 of the CEQA guidelines. No other CEQA action is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Finance Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Natural Gas Resolution No. 1-18

Roseville Natural Gas Financing Authority FY2018-19 Budget

ROSEVILLE NATURAL GAS FINANCING AUTHORITY
RESOLUTION NO. 1-18

ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2018-19

WHEREAS, the Roseville Natural Gas Financing Authority has reviewed the proposed Roseville Natural Gas Financing Authority Budget FY2018-19;

NOW, THEREFORE, the Roseville Natural Gas Financing Authority does hereby resolve that the attached Roseville Natural Gas Financing Authority Budget FY2018-19 is hereby approved.

PASSED AND ADOPTED by the Roseville Natural Gas Financing Authority this __ day of _____, 20__, by the following vote on roll call:

AYES AGENCY MEMBERS:

NOES AGENCY MEMBERS:

ABSENT AGENCY MEMBERS:

CHAIR

ATTEST:

Secretary

Roseville Natural Gas Financing Authority

	Actual FY2017	Estimate FY2018	Budget FY2019
OPERATING REVENUES			
Current Services - Sale of Natural Gas to Roseville Electric	\$ 16,477,174	\$ 16,475,946	\$ 16,474,848
Administrative Fees	51,338	52,567	53,664
Interest Income	276,215	279,359	287,685
Total Revenues	16,804,727	16,807,872	16,816,197
LESS OPERATING EXPENSES			
Administrative Expenses (Audit, Fiscal Agent & Rating Agency)	19,482	38,900	38,900
Total Operating Expenses	19,482	38,900	38,900
LESS CAPITAL AND DEBT EXPENSES			
Debt Service - Series 2007 Gas Revenue Bonds	16,613,531	16,788,750	16,762,500
Total Capital and Debt Expenses	16,613,531	16,788,750	16,762,500
INCREASE (DECREASE) FROM OPERATIONS	171,714	(19,778)	14,797
FUND BALANCE, BEGINNING OF YEAR	77,199	248,914	229,136
INCREASE (DECREASE) FROM OPERATIONS	171,714	(19,778)	14,797
FUND BALANCE, END OF YEAR	\$ 248,914	\$ 229,136	\$ 243,933



COUNCIL COMMUNICATION

CC #: 9258

File #: 0708

Title: Maidu Park - Cell Tower Agreement
Contact: Tom Pelster 916-774-5166 tpelster@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.22.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve the Standard Tower License Agreement between Sacramento-Valley Limited Partnership, doing business as Verizon Wireless and the City to construct a cell tower at Maidu Park, and authorize the Acting City Manager to execute it.

BACKGROUND

The City has multiple cell towers on city property. Wireless network carriers are continually looking to improve and expand their service in Roseville. Maidu Park has been identified by Verizon as a strategic location to construct a new cell tower and improve their service. City staff has been working with and negotiating an agreement with Verizon for this site for over two years.

Verizon will construct the tower and the City will own it. Verizon agrees to lease space on the tower and in a defined area nearby to place their communications equipment which they will own and maintain. The tower will replace an existing light standard outside one of the fields in the park. New field lighting fixtures, which the City will own and maintain, will be placed on the tower to maintain proper field lighting.

FISCAL IMPACT

The City receives a one-time \$18,000 administrative fee within 30 days of the Commencement Date and \$1,800 per month increasing 3% annually for the term of the agreement. The initial term of the agreement is five years and Verizon will have the option to extend the term four additional five year terms.

ECONOMIC DEVELOPMENT / JOBS CREATED

There are no jobs created by this agreement, however the revenue from this agreement will assist the Information Technology Department in funding either part time or full time positions.

ENVIRONMENTAL REVIEW

The proposed project involves the licensing and minor alteration of an existing facility. These activities are 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,

Tom Pelster, Information Technology Division Manager

Hong Sae, Chief Information Officer

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-182

Maidu Verizon Cell Tower Agreement Signed

RESOLUTION NO. 18-182

APPROVING A STANDARD TOWER ATTACHMENT LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SACRAMENTO-VALLEY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, DBA VERIZON WIRELESS AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Standard Tower Attachment License Agreement regarding the construction and attachment of communications equipment to a City-owned tower adjacent to Maidu Park, by and between the City of Roseville and Sacramento-Valley Limited Partnership, a California limited partnership, dba Verizon Wireless, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the Acting 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 _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

STANDARD TOWER ATTACHMENT LICENSE AGREEMENT

THIS STANDARD TOWER ATTACHMENT LICENSE AGREEMENT ("License Agreement") is executed this ____ day of _____, 20__, by and between City of Roseville, a municipal corporation ("CITY" or "LICENSOR"), and Sacramento-Valley Limited Partnership, a California limited partnership, d/b/a Verizon Wireless ("LICENSEE"); and

RECITALS

WHEREAS, CITY and LICENSEE may be referred to herein collectively as the "Parties" or each individually as a "Party"; and

WHEREAS, CITY desires to grant permission to LICENSEE to attach communications equipment to the City-owned tower ("Tower") and install equipment on adjacent areas located in Maidu Park, Roseville, Placer County, California ("Property"); and

WHEREAS, LICENSEE desires to install and operate a communications facility for communications purposes; and

WHEREAS, the Parties desire to enter into an arrangement to allow the use of the Tower and adjacent areas on the terms and conditions set forth below; and

NOW, THEREFORE, the Parties agree as follows:

1. License For Placement of Equipment at Specific Locations. CITY hereby grants LICENSEE permission: (A) to utilize space on the Tower ("Tower Area") and nearby areas to install, maintain, operate radio communications equipment and related enclosures ("Equipment Area") at those areas or locations as specifically described or identified in EXHIBIT "A," attached hereto and incorporated herein by this reference, subject to the terms and conditions set forth below; and (B) for access to the License Area, subject to the terms and conditions set forth below; and (c) one (1) or more rights of way ("Rights of Way") from the Licensed Area to the nearest utility provider for the installation and maintenance of utility wires, poles, cables, conduits and pipes for power and telephone service, subject to the terms and conditions set forth below. Collectively, the Tower Area, the Rights of Way, and the Equipment Area shall be referred to as the "Licensed Area."

2. Initial Term. This License Agreement shall be effective as of the date of execution by both parties and shall have an initial term of five (5) years ("Initial Term"), which shall commence on the first day of the month in which LICENSEE commences installation of the equipment on the Premises or October 1, 2018, whichever occurs earliest (either of the foregoing being the "Commencement Date"). CITY and LICENSEE agree that they shall acknowledge in writing the Commencement Date in the event the

Commencement Date is based upon the date LICENSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required.

3. Extended Terms. LICENSEE shall have the right to extend the term of this License Agreement for four (4) additional successive periods of five (5) years each (each such period referred to as an "Extended Term"). Each Extended Term shall be on the same terms and conditions as set forth in this License Agreement. This License Agreement shall automatically renew for each successive Extended Term, unless LICENSEE notifies CITY of LICENSEE's intention to not renew at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term then in effect.

4. Rent.

A. In consideration of the rights granted under this License Agreement, LICENSEE shall pay CITY a one-time only administrative fee payment of Eighteen Thousand Dollars (\$18,000.00) ("One Time Payment") within 30 days of the Commencement Date. Additionally, beginning with the Commencement Date and each subsequent month thereafter, the payment of One Thousand Eight Hundred Dollars (\$1,800.00) shall be due to CITY as rent ("Rent"). Rent shall be payable in advance and on the first day of each calendar month thereafter to CITY at the address specified in Section 21 below. CITY and LICENSEE acknowledge and agree that initial Rent payment(s) shall not actually be sent by LICENSEE until 45 days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. Other than the foregoing, if any Rent payment is not received by CITY on or before the fifteenth (15th) day of the month, it shall be deemed delinquent. Delinquent amounts shall be subject to a late charge at the rate of five percent (5%), and without limitation to CITY's other rights and remedies under this License Agreement.

B. Within fifteen (15) days of obtaining an interest in the Property or this License Agreement, any assignee(s), transferee(s) or other successor(s) in interest of CITY shall provide to LICENSEE certain documentation (the "Rental Documentation") evidencing its interest in, and right to receive payments under, this License Agreement, including without limitation: (i) documentation, acceptable to LICENSEE in LICENSEE's reasonable discretion, evidencing its good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LICENSEE, for any party to whom rental payments are to be made pursuant to this License Agreement.

C. Rent shall be increased annually as of each anniversary of the Commencement Date by an amount equal to three percent (3%) of the previous year's Rent throughout the Initial and any Extended Terms.

5. Use and Access.

A. Use. LICENSEE shall be permitted, during the term of this License Agreement, to install, maintain, repair and operate a communications facility and uses incidental thereto, including equipment cabinets, antennae, dishes, cabling, emergency power generators, related equipment and enclosures within the Licensed Area described and depicted in EXHIBIT "A" attached hereto. CITY and LICENSEE acknowledge and agree that LICENSEE shall have the right to replace the CITY's existing light standard with a new communications tower ("Tower") at LICENSEE's sole cost and expense. LICENSEE agrees to obtain a light meter reading prior to removal of the CITY's field lighting fixture and then remove the CITY's field lighting fixture from the CITY's existing light standard and reinstall the fixture on the Tower at the same height, and obtain a light meter reading after reinstallation to ensure that the lighting is substantially the same as that which was provided prior to relocation. In connection with the initial construction of LICENSEE's communications facility, LICENSEE agrees to conduct a pre-construction meeting with CITY and LICENSEE's contractor. LICENSEE further agrees that it shall notify the CITY regarding construction schedules in connection with the initial construction of the communications facility and all substantial modifications thereof in order for the CITY to avoid disruption to large athletic tournaments held on the Property. The Tower shall be owned, maintained and repaired by CITY. The CITY's existing light standard shall be disposed of by LICENSEE upon its removal. A security fence consisting of chain link construction or similar or comparable construction may be placed around the perimeter of the License Area at the discretion of LICENSEE (not including the licensed access area). All improvements, equipment, antennas, and conduits shall be at LICENSEE's expense, and their installation shall be at the discretion and option of LICENSEE. Subject to the terms of this Section 5, LICENSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas, and/or conduits or any portion thereof, and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the term of this License Agreement as it may be extended from time to time.

CITY represents and warrants that LICENSEE's use of the Licensed Area as described in this License Agreement is consistent with any and all deed and/or use restrictions on the Property.

CITY agrees, at no expense to CITY, to reasonably cooperate with LICENSEE in LICENSEE's application for and obtaining all licenses, permits and any and all other necessary approvals for the improvements as shown on EXHIBIT "A."

LICENSEE shall have the right to use all frequency bands, so long as LICENSEE: (1) provides CITY with at least thirty (30) business days written notice of any frequency modification; and (2) provides CITY with an interference analysis study within a reasonable practical time before the equipment becomes fully operational as it pertains to its initial installation or prior to its operation as it pertains to the added or modified frequency.

In the event CITY installs equipment on the Property that interferes with LICENSEE's equipment or communications, LICENSEE and CITY shall work together using all reasonable efforts to eliminate such interference. LICENSEE shall not place any

structure within the Equipment Area unless LICENSEE obtains all applicable CITY permits and such structure is compliant with all applicable CITY ordinances, codes and regulations.

LICENSEE may also install an electrical grounding system or improve any existing electrical grounding system located on the Tower to provide the greatest possible protection from lightning damage to the equipment.

A listing of the equipment (excluding the equipment located within LICENSEE's Equipment Area), and other necessarily related personal property owned by LICENSEE to be located within the License Area is described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any personal property owned by LICENSEE whether fixed or attached to the Tower and other locations shall remain the exclusive property of LICENSEE, without regard to whether the personal property is described on EXHIBIT "B." Any increase in the height of the Tower after its initial installation, which will be used by LICENSEE for the installation of LICENSEE's equipment, requires the prior written approval of the CITY and payment of additional fees as determined by the CITY, which approval shall not unreasonably withheld or delayed. No approval of the CITY is required for (a) LICENSEE's like-for-like equipment replacements on the Tower, and (b) any modifications within the Equipment Area below the height of LICENSEE's fence enclosing the Equipment Area. All other modifications require the prior written approval of the CITY in advance to ensure compliance with applicable Building Codes and other legal restrictions, and compatibility with surrounding uses, which approval shall not be unreasonably withheld, delayed or conditioned. In the event the CITY does not either (i) object in writing, or (ii) furnish Licensee with written approval, within fifteen (15) days of the date of submission of the Licensee's request, then CITY will be deemed to have approved Licensee's request.

Within sixty (60) days after the expiration or termination of this License Agreement, LICENSEE shall remove all equipment from the License Area. LICENSEE shall exercise reasonable diligence, care and skill in completing the installation of the equipment. If the utilities necessary to serve the equipment cannot be located within such portion of the License Area, then CITY agrees to cooperate with LICENSEE (LICENSEE shall reimburse CITY for all of CITY'S reasonable out-of-pocket costs resulting from CITY'S cooperation) and to act reasonably in allowing the location of utilities outside the License Area without requiring additional compensation from LICENSEE. LICENSEE agrees that it will bore under the existing bicycle path when installing electric utilities to its communications facility.

B. Access.

(i) Access to Licensed Area. CITY hereby grants LICENSEE access to the Licensed Area twenty four hours a day, seven days per week; provided, however, that such access is restricted to the purposes of this License Agreement and subject to the terms hereof.

(ii) If CITY employee attendance on the Property is necessary outside of the regular business hours of Monday through Friday from 6:00 a.m. to 3:00 p.m. during LICENSEE's replacement of the Tower or during extraordinary circumstances that are caused by LICENSEE affecting CITY improvements on the Property, then LICENSEE agrees to pay the actual hourly rate of such employee (based on such employee's actual salary exclusive of benefits but not to exceed \$164.00 per hour) for the actual amount of time that is outside of regular business hours.

(iii) LICENSEE shall provide the CITY Park Superintendent (for maintenance activity) and the CITY Park Planning & Development Superintendent (for construction) with a list ("Access List") of LICENSEE's employees, contractors, agents, and any other individuals or entities requesting access. Prior to access and entry to the Licensed Area, CITY shall reasonably pre-approve the personnel, contractors or other entities on the Access List in writing and only those pre-approved personnel shall be granted access. LICENSEE may request additions or deletions to the Access List from time to time during the term of this License Agreement and CITY shall have a reasonable period of time to approve any such request. LICENSEE shall provide written notice to CITY at least five (5) days prior to all maintenance, installation, replacement, upgrading, or removal activities, on the tower and excavation or digging, which must be specifically described by LICENSEE and pre-approved by CITY prior to commencing any such activities, which approval shall not be unreasonably withheld or delayed. Prior written notice is not required; (i) in the event of an emergency, however written notice must be given as soon as practicable, and/or (ii) for all activities that do not include work on the tower.

(iv) LICENSEE shall have access to Licensed Area in order to perform pre-commencement geotech study as approved by the CITY's Parks Department.

6. Taxes. LICENSEE shall pay any personal property or other taxes related to its use of the Property. LICENSEE understands that its interest created by this License Agreement could be subject to a possible possessory interest tax pursuant to California Revenue and Taxation Code Sections 107 and 107.6 that impose an *ad valorem* property tax on possessory interests created in tax exempt property. Licensee shall pay said *ad valorem* property tax if the tax is assessed and such tax payment shall not reduce any sum due to CITY hereunder.

7. Termination. This License Agreement may be terminated by CITY in the event of non-use or non-operation of equipment by LICENSEE for a period of 180 days. In the event that CITY determines, at its sole reasonable discretion, that it requires use of the License Area for public safety reasons, then CITY may terminate this License Agreement at any time during and after the second (2nd) Extended Term upon one (1) year prior written notice.

8. Maintenance and Repair. LICENSEE shall maintain the equipment at its sole cost and expense. CITY shall maintain and repair the Tower in accordance with all applicable laws, rules, regulations, ordinances, and codes. Any damage to CITY property

on the Property caused by LICENSEE, its employees, and agents shall be promptly repaired at the sole cost and expense of LICENSEE. If LICENSEE fails to make any such required repairs to the Tower or related property, CITY may, at its option, cause such repairs to be made and demand reimbursement from LICENSEE. CITY shall provide LICENSEE with not less than ninety (90) days advance written notice of any maintenance or repair to the Tower or other area which may require a temporary relocation of the equipment, including without limitation a temporary cell on wheels, or which might otherwise interfere with use or operation of LICENSEE's equipment. Any maintenance or repair work within the License Area shall be coordinated with LICENSEE and conducted in such a manner as to minimize to the maximum extent reasonably possible interference with LICENSEE's equipment. If the repairs and maintenance performed by CITY interfere with LICENSEE's intended use then LICENSEE shall, as its sole remedy, be entitled to a reduction in Rent for the affected period. CITY shall use best efforts not to cause LICENSEE to lose its ability to provide wireless service to LICENSEE's customers. Any intended maintenance or repair work to LICENSEE's property by LICENSEE shall comply with the terms of Subsection 5.B.(iii), above.

9. CITY's Representations and Warranties. CITY represents and warrants it has good and sufficient title to the Property and the right to receive rental payments and other benefits hereunder. To the best of its knowledge, CITY represents and warrants that the Tower is in compliance with all applicable laws, rules, statutes, ordinances, orders and regulations applicable to the Tower. CITY further represents and warrants that LICENSEE's intended use of the License Area as a site for the transmission and reception of wireless communication signals and the installation of equipment is not prohibited for any reason known to CITY. CITY further represents and warrants that there are no easements, licenses, rights of use or other encumbrances within the License Area which will interfere with or constructively prohibit LICENSEE's intended use as described in this License Agreement.

LICENSEE shall obtain all permits required to install the Tower and CITY shall maintain all permits required to operate, maintain, repair, replace and remove the Tower.

10. Surrender of License Area. Upon the expiration or termination of this License Agreement, LICENSEE shall surrender the License Area to CITY, remove all equipment, and restore the License Area to its original condition as received by LICENSEE, reasonable wear and tear excepted. Rent shall continue until such time as restoration is completed.

11. Default.

A. Any of the following events shall constitute a material default and breach of this License Agreement by LICENSEE:

(i) Nonpayment of rent, failure to pay rent, failure to timely pay the One Time Payment, and/or any other amount due and payable hereunder upon the date when such payment is due, such failure continuing for a period of forty five (45) days

following LICENSEE's receipt of written notice from CITY specifying the alleged default and the applicable provisions of this License Agreement ("Payment Cure Period").

(ii) Material Obligations - Failure to observe or perform any material obligation under this License Agreement other than the payment of Rent or other monies due, such failure continuing for thirty (30) days after LICENSEE receives notice of such failure specifying the alleged default and the applicable provisions of this License Agreement; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within thirty (30) days, LICENSEE shall not be deemed to be in default if LICENSEE shall within such period commence such cure and diligently prosecute the same to completion;

(iii) Bankruptcy. The appointment of a receiver to take possession of all or substantially all of LICENSEE's assets, an assignment by LICENSEE for the benefit of its creditors, or the filing of a petition in bankruptcy by LICENSEE and/or its creditors, if such appointment, assignment, or petition remains un-discharged for a period of ninety (90) days.

CITY may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in this Section.

B. The following event shall constitute a material default under and breach of this License Agreement by CITY: Failure to perform any material obligation of this License Agreement if such failure is not cured within thirty (30) days after receipt of written notice thereof has been given by LICENSEE specifying the alleged default and the applicable provision of this License Agreement; provided, however, that if the nature of CITY's default is such that it cannot reasonably be cured within thirty (30) days, CITY shall not be deemed to be in default if CITY shall within such period commence the cure and thereafter diligently prosecutes the same to completion. Notwithstanding the foregoing to the contrary, it shall be a default under this License Agreement if CITY fails, within fifteen (15) days after receipt of written notice of such breach, to perform an obligation required to be performed by CITY if the failure to perform such an obligation interferes with LICENSEE's ability to conduct its business on the Property; provided, however, that if the nature of CITY's obligation is such that more than fifteen (15) days after such notice is reasonably required for its performance, then it shall not be a default under this License Agreement if performance is commenced within such fifteen (15) day period and thereafter diligently pursued to completion.

12. Remedies upon Default.

A. CITY's Remedies: Upon the occurrence of a default by LICENSEE to perform or observe any material obligation of this License Agreement (after the expiration of all applicable notice and cure periods), CITY shall be entitled to terminate this License Agreement upon ten (10) days written notice to LICENSEE. Such termination shall end LICENSEE's right of possession to the License Area and entitle CITY to remove LICENSEE's equipment from the License Area.

B. LICENSEE's Remedies. Upon the occurrence of a default by CITY to perform or observe any material obligations under this License Agreement (after the expiration of all applicable notice and cure periods), in addition to all other available rights and remedies, LICENSEE shall have as its sole remedy the right to terminate this License Agreement upon ten (10) days written notice to CITY, subject to reasonable supervision of CITY, remove its equipment from the License Area.

13. Destruction of Tower. If the License Area is destroyed or damaged so as to hinder the effective use of any of the equipment in LICENSEE's judgment, LICENSEE may elect at any time up to ninety (90) days after the date of the damage or destruction to terminate this License Agreement. If this License Agreement is terminated by LICENSEE subject to this Section, all rights and obligations of LICENSEE to CITY shall cease as of the date of the damage or destruction. LICENSEE shall have sixty (60) days from the date it terminates this License Agreement to remove its equipment and all other personal property that it owns from the License Area.

14. Technical Analysis. Prior to full operation of the equipment, CITY shall have the opportunity to perform a technical analysis thereon. LICENSEE shall comply with the following requirements or be subject to a delay of equipment operation:

A. LICENSEE must pass an Intermodulation Study (IMS). LICENSEE is responsible for the cost of the study and the CITY reserves the right to select the IMS vendor. The study shall be conducted prior to receiving authorization for operation. Any future change in transmit or receive operating frequency shall require a supplemental study at LICENSEE's expense.

B. LICENSEE antenna additions must pass a tower loading analysis. LICENSEE is responsible for the cost of the study and CITY reserves the right to select the tower analysis vendor. Based on the loading analysis results, CITY reserves the right to require LICENSEE to pay for all costs related to tower improvements in order to accommodate LICENSEE's antennas so long as all of the communications equipment on the Tower is owned solely by LICENSEE. If any third party and/or CITY communications equipment will be installed on the Tower, then such third party and/or CITY, as the case may be, shall improve/reinforce/replace the Tower as necessary at its sole cost, so that the structural load capacity of the Tower available to LICENSEE after installation of such third party and/or CITY equipment on the Tower is equal to or greater than the structural load capacity available to LICENSEE prior to the third party and/or CITY equipment installation on the Tower.

C. LICENSEE must operate solely within its FCC licensed frequencies. CITY is responsible for performing pre-installation and post-installation spectrum analyses at CITY's expense to check for interference.

15. Termination for Environmental/Technological Reasons. If LICENSEE determines that the Tower is no longer appropriate for LICENSEE's operations for environmental or technological reasons or if LICENSEE determines that the use of the License Area is obsolete or unnecessary or if LICENSEE does not secure or maintain all appropriate or applicable agreements, approvals, permits, and licenses or receive other requisite authorization for LICENSEE's intended use of the License Area LICENSEE may terminate the License Agreement upon thirty (30) days prior written notice to CITY. In addition, if any such agreement, approval, permit, license or other requisite authorization is revoked or canceled for any reason, LICENSEE may terminate this License Agreement upon thirty (30) days written notice to CITY. LICENSEE shall act with due diligence to obtain and maintain such agreements, approvals, permits, licenses, and authorizations. Notwithstanding anything to the contrary contained herein, provided LICENSEE is not in default beyond applicable notice and cure periods, LICENSEE shall have the right to terminate this License Agreement upon the annual anniversary of the Commencement Date after the Initial Term provided that one (1) year prior notice is given to CITY.

16. Force Majeure. If the performance under this License Agreement, is prevented, restricted or interfered with by reason of lightning, earthquake or other act of God, embargoes, government ordinances or requirements, civil or military authorities, power outages or brownouts, or mechanical, electronic or communications failures, or other causes beyond the reasonable control of the party whose performance is affected (excluding financial condition, labor shortage, negligence or willful misconduct), then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis and the other party will similarly be excused from related performance; provided that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance and both parties shall proceed to perform their obligations with dispatch whenever such causes are removed or cease.

17. Insurance. LICENSEE agrees to 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
For bodily injury and property damage including personal and advertising injury, and Contractual liability	\$2,000,000 general aggregate

Automobile Liability	\$1,000,000 combined single limit Each accident for bodily injury and property damage
Professional Liability (errors and and omissions)	\$1,000,000 per claim and aggregate

A. LICENSEE shall submit a certificate of insurance evidencing such coverage for the period covered by this Agreement in a form reasonably satisfactory to Risk Management and the CITY Attorney, prior to undertaking any work hereunder.

B. LICENSEE shall also provide a separate blanket additional insured endorsement including the CITY, its officers, employees and volunteers as an additional insured as their interest may appear under this Agreement excluding Workers' Compensation and Professional Liability. The additional insured coverage under the LICENSEE's policy shall be primary and noncontributory-with any insurance or program of self-insurance that may be maintained by the CITY.

C. Upon receipt of notice from its insurer LICENSEE shall use its best effort to provide thirty (30) days prior written notice to CITY of any insurance required by this Agreement.

D. Intentionally Omitted.

E. LICENSEE shall require its contractors and subcontractors to obtain and maintain substantially the same insurance with substantially the same limits as required of Licensee.

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.

F. Intentionally Omitted.

G. 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.

H. Insurance coverage in the 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.

18. Indemnification.

A. Each party shall defend, indemnify, and save and hold harmless the other 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 the indemnifying party, its employees, contractors or agents willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except to the extent such claims, suits, or actions may be due to or caused by the willful misconduct or negligent act or omission of the other party, its employees, contractors, or agents. The parties intend that this provision shall be broadly construed.

B. The indemnification provisions of this Section 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.

19. Waiver of Incidental and Consequential Damages. Neither party will assert any claim whatsoever against the other party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred as a result of the construction, installation, operation, maintenance, or replacement of the equipment or LICENSEE's use of the License Area.

20. Hazardous Substances.

A. Limitation on Hazardous Substances. The parties hereby covenant that neither party shall cause or permit any hazardous substances, as defined below, to be brought upon, kept, or used in or about the License Area by the parties or their agents, employees, contractors, or invitees unless such hazardous substances are used, kept, and stored safely, securely, and in a manner that complies with all applicable laws and regulations. CITY and LICENSEE acknowledge that LICENSEE shall be utilizing and maintaining on the Licensed Area sealed batteries, propane/diesel/gasoline, HVAC system, and a Halon/FM200 fire suppression system and that the use and maintenance of such items shall not constitute a violation or breach of this License Agreement.

B. Indemnification.

(i) If either party breaches the covenant set forth in sub section a, above, or ii) if the presence of hazardous substances on, in, or about the Property caused or permitted by the indemnifying party, its employees, agents, contractors, or subcontractors results in any contamination whatsoever of the Property, or iii) if contamination of the Property otherwise occurs for which the indemnifying party is legally liable, then the indemnifying party shall indemnify, defend, and hold the other party harmless from and against any and all claims, and losses. LICENSEE shall not be responsible for any Hazardous Materials on, in or about the Property that existed on the effective date of this Agreement or that otherwise do not result from LICENSEE's activities.

These indemnification provisions shall survive the expiration or termination of this License Agreement until the last date permitted by law for the bringing of any claim or action with respect to which indemnification applies.

C. Definition of Hazardous Substances. For purposes of this Section, the term "hazardous substances" shall be interpreted broadly to include any substance whose use, possession, or storage is licensed, regulated, or controlled by any federal, state, or local governmental, administrative, or regulatory agency or authority, including but not limited to substances designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1257 et seq., the Clean Air Act, 42 U.S.C. Section 2001 et seq., or the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.

21. Notices. All notices and other communications required or contemplated to be given under this License Agreement shall be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided that the courier's regular business is delivery service, and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender:

CITY:

City of Roseville, Information Technology
316 Vernon Street Suite 300
Roseville, CA 95678

LICENSEE:

Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

22. [Reserved]

23. Third-party Interference. CITY will make reasonable efforts, at its sole discretion and consistent with law, in not allowing any third-party to use or operate its communications systems which causes or could cause interference with LICENSEE's authorized signal, frequency, or physical location of LICENSEE's equipment. CITY agrees that CITY and/or any other tenants of the Property who currently have on the date of full execution of this License Agreement or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency that will not cause harmful interference that is measurable in accordance with then - existing industry standards to the then - existing equipment of LICENSEE.

LICENSEE acknowledges that CITY has the right to grant license(s) to third parties for use of the Tower and related facilities for communications purposes; provided, however, that any third party whose license is subsequent to the Commencement Date shall agree not to interfere with the use of the License Area by LICENSEE.

LICENSEE shall use and operate its equipment in a manner that does not interfere with the use and operation of communications equipment of third parties' use of the Tower and related facilities that pre-existed that of the LICENSEE. LICENSEE shall coordinate with any third party communications operator of the Tower to cooperatively resolve any interference problems. In the event the LICENSEE cannot or will not resolve interference problems with any pre-existing third party, LICENSEE may terminate this License Agreement.

24. Non-interference with CITY Communications. LICENSEE agrees and understands that CITY maintains and operates a communications system, including associated installations and equipment, which provide emergency and public safety communications (collectively, "Public Safety Communications System") with its officers and employees, as well as other jurisdictions, and that it is imperative that there be no interference with the Public Safety Communications System by virtue of LICENSEE's use and/or operation of the License Area and/or LICENSEE's equipment. LICENSEE shall not cause interference to or with the operation of CITY's Public Safety Communications System. All operations by LICENSEE shall be lawful and in compliance with all applicable Federal Communications Commission ("FCC") non-interference rules and regulations. In the event LICENSEE's communications system or equipment should cause interference with any of CITY's communications systems in violation of applicable FCC non-interference rules and regulations and upon notice thereof from CITY including notice from CITY to Licensee's NOC at (800) 264- 6620 and LICENSEE's local email address at vzwnetnorcalpropmgmt@verizonwireless.com, Attention: Property Management, then LICENSEE shall have 72 hours (24 hours if LICENSEE causes interference to CITY's Public Safety Communications System) from the receipt of such notice from the CITY of the interference to take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will CITY be entitled to terminate this License Agreement as long as LICENSEE is making a good faith effort to remedy the interference. If it is suspected that the LICENSEE's equipment is the cause of interference, CITY will provide 72 hours advance notice for testing or other action necessary to determine the cause of interference. LICENSEE shall reasonably cooperate with CITY's efforts to discover the cause of interference.

25. Compliance with Law. LICENSEE shall comply with all applicable laws, and regulations of whatever kind concerning its use of the Premises, and shall procure and maintain all necessary licenses and permits. CITY shall cooperate by taking any reasonable actions, which are essential to LICENSEE's compliance.

26. Tower Marking, Lighting, Load and Usage Requirements. CITY acknowledges that CITY, and not LICENSEE, shall be responsible for compliance with all Tower marking, lighting, load and usage requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC") and all applicable laws, rules, statutes, ordinances, orders and regulations. CITY shall indemnify and hold LICENSEE harmless from any fines or other liabilities caused by CITY's failure

to comply with such requirements. Notwithstanding the foregoing, LICENSEE shall hold CITY harmless from any such fine or violation caused by LICENSEE.

27. Waiver of CITY's Lien.

A. CITY waives any lien rights it may have concerning the LICENSEE's equipment which are deemed LICENSEE's personal property and not fixtures as defined in Section 5, and LICENSEE has the right to remove the same by giving CITY five (5) days written notice of its intent to remove any part of its equipment so CITY may properly coordinate the removal of the equipment.

B. CITY acknowledges that LICENSEE has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the LICENSEE's equipment (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, CITY (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

C. LICENSEE will defend, hold harmless, and indemnify CITY regarding losses, claims or damages resulting from mechanic's or stop notice liens or claims filed or lodged against the CITY or its property by LICENSEE's contractor's or their subcontractors, regardless of tier, in connection with work performed by LICENSEE in the License Area.

28. Miscellaneous Provisions.

A. Entire Agreement. The terms of this License Agreement (including the Exhibits, all of which are hereby incorporated by reference) are intended by the parties as the final expression of their agreement with respect to such terms. The parties further intend that this License Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any proceeding, involving this License Agreement. The language in all parts of this License Agreement will in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against either party.

B. Amendments and Modifications. No amendment, modification or supplement, including those by custom, usage of trade, or course of dealing, of any provisions of this License Agreement shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification. No oral order, objection, claim, or notice by either party to the other shall affect or modify any of the terms or obligations contained in the License Agreement.

C. Successors and Assigns. LICENSEE shall be entitled to assign all or any part of their interest in this License Agreement from time to time only upon the CITY's prior written consent, which shall not be unreasonably withheld. This License Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties.

Notwithstanding the foregoing, LICENSEE may assign this License Agreement at any time without CITY's consent to any of LICENSEE's principals, partners, parent firms, affiliates, or subsidiaries, or to any entity that acquires all or substantially all of LICENSEE'S assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder. LICENSEE shall not sublicense the License Area without the prior written consent of the CITY, which consent shall not be unreasonably withheld or delayed. Any sublicense that is entered into by LICENSEE shall be subject to the provisions of this License Agreement and shall be binding upon the successors, assigns, and legal representatives of the respective parties hereto.

D. Choice of Law. This License Agreement shall be construed with and governed by the laws of the State of California. In addition, this Agreement is subject to the applicable rules, regulations and decision of the Federal Communications Commission.

E. Attorney's Fees. If either party commences any legal action against the other party arising out of this License Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this License Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

F. Severability. Any provisions or portion of this License Agreement unenforceable under any applicable law shall be ineffective without affecting any other provisions of this License Agreement.

G. Subordination. At CITY's option, this License Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by CITY that from time to time may encumber all or a part of the Property, or right of way; provided, however, as a condition precedent to LICENSEE being required to subordinate its interest in this License Agreement to any future Mortgage covering the Property, CITY shall obtain for LICENSEE's benefit a nondisturbance and attornment agreement for LICENSEE's benefit in a form reasonable satisfactory to LICENSEE and shall recognize LICENSEE's right to remain in occupancy of and have access to the License Area, as long as LICENSEE is not in default of this License Agreement beyond applicable notice and cure periods.

H. Counterparts. This License Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF ROSEVILLE, a
municipal corporation

Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless

BY: AirTouch Cellular, Inc.
its: General Partner

BY: _____
DOMINICK CASEY
Acting City Manager

BY: Scott Stewart

ATTEST

NAME: Scott Stewart

BY: _____
SONIA OROZCO
City Clerk

TITLE: Director Network

DATE: 4/26/18

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

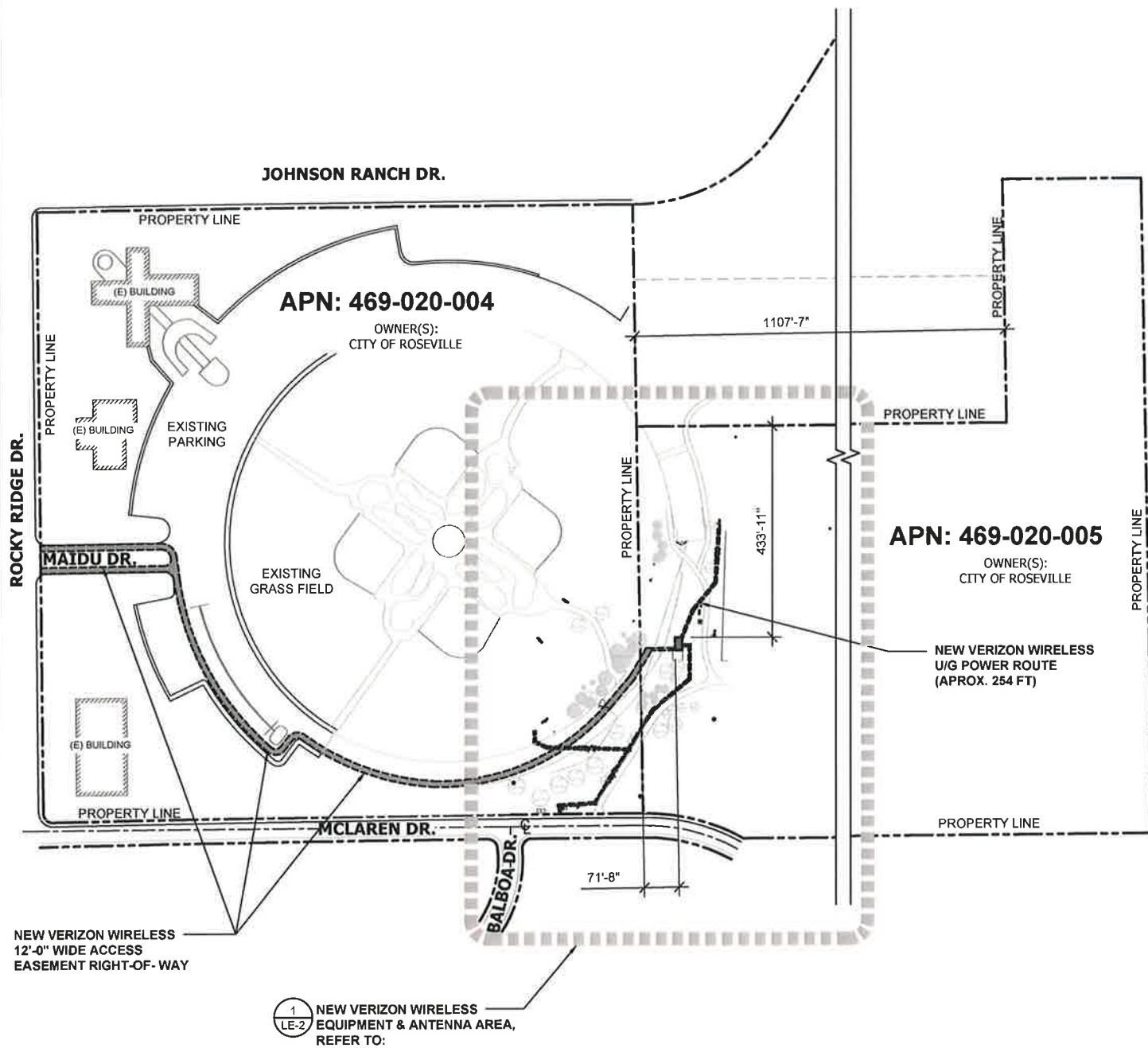
APPROVED AS TO SUBSTANCE:

BY: _____
HONG SAE
Chief Information Officer

EXHIBIT "A"

SPECIFIC DESCRIPTION OF LICENSE AREA

**LICENSEE MAY LOCATE EQUIPMENT ONLY AT THE LOCATIONS
SPECIFICALLY DESCRIBED WITH THIS EXHIBIT AND AS APPLICABLE TO
LICENSEE**



LEASE EXHIBIT SITE PLAN



SCALE: 1" = 300' (B 1/2x11)

1

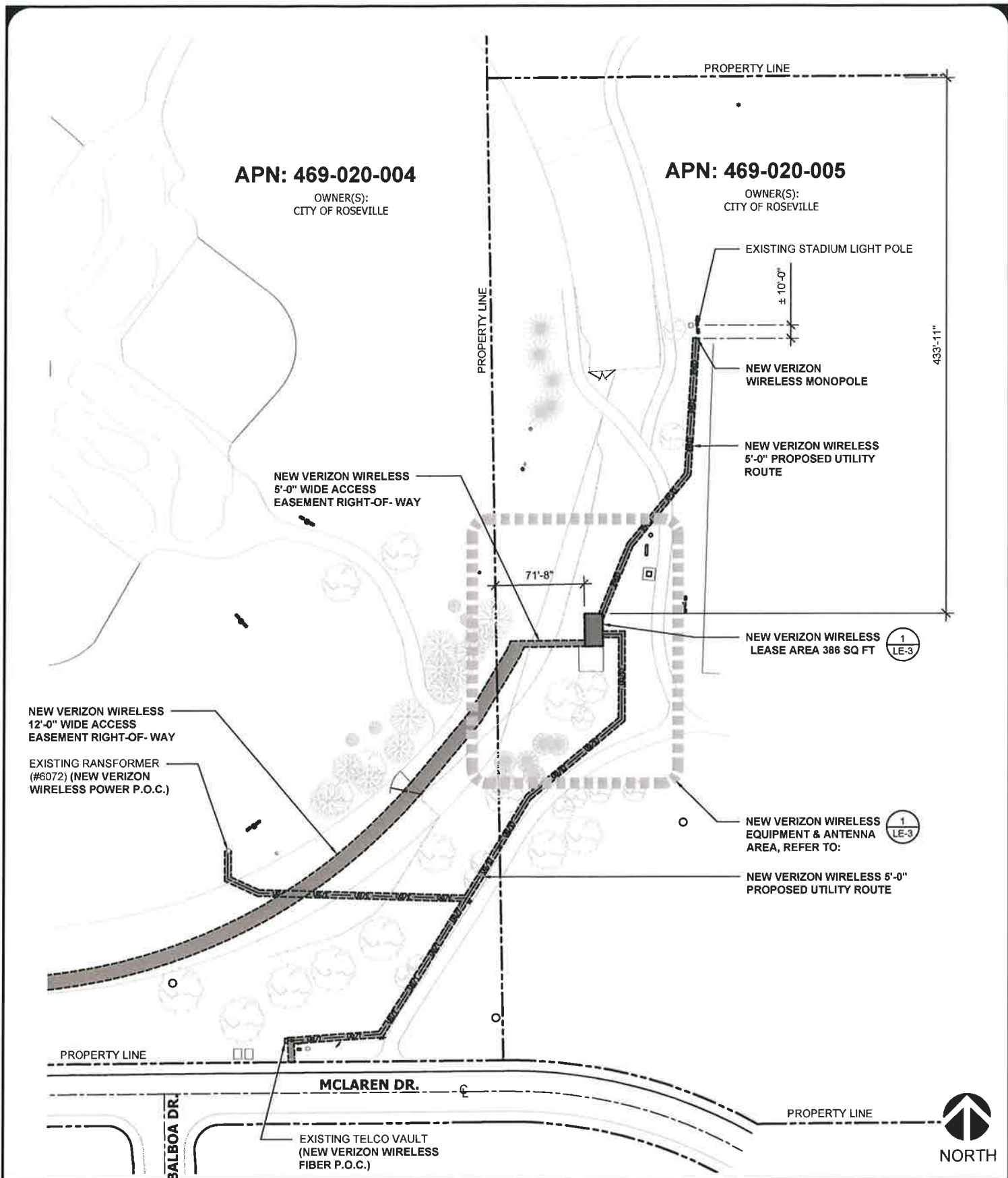
ISSUE STATUS			
REV	DATE	DESCRIPTION	BY
0	12/12/17	LEASE EXHIBIT	LD



MAIDU PARK
PSL# 265211
1550 MAIDU DRIVE
ROSEVILLE, CA 95661

SHEET

LE-1



LEASE EXHIBIT SITE PLAN



SCALE: 1" = 100' (8 1/2x11)

1

ISSUE STATUS			
REV.	DATE	DESCRIPTION	BY
0	12/12/17	LEASE EXHIBIT	LD



MAIDU PARK
PSL# 265211

1550 MAIDU DRIVE
ROSEVILLE, CA 95661

SHEET:

LE-2

APN: 469-020-004

OWNER(S):
CITY OF ROSEVILLE

APN: 469-020-005

OWNER(S):
CITY OF ROSEVILLE

PROPERTY LINE

(E) GRAVEL TRAIL

NEW VERIZON WIRELESS
5'-0" PROPOSED UTILITY
ROUTE

(E) CABLE FENCE

71'-8"

14'-8"

5'-0"

NEW VERIZON
WIRELESS
LEASE AREA
386 SQ FT

26'-4"

NEW VERIZON WIRELESS 5'-0"
WIDE ACCESS EASEMENT
RIGHT-OF- WAY

NEW VERIZON WIRELESS 5'-0"
PROPOSED UTILITY ROUTE

NEW VERIZON WIRELESS
12'-0" WIDE ACCESS
EASEMENT RIGHT-OF- WAY

12'-0"

5'-0"



LEASE EXHIBIT EQUIPMENT & ANTENNA AREA

20' 0 10' 20'

SCALE: 1" = 20' (8 1/2x11)

1

ISSUE STATUS

REV	DATE	DESCRIPTION	BY
0	12/12/17	LEASE EXHIBIT	LD



SAN ANTONIO GROUP, INC.
5015 SHOREHAM PLACE, STE. 150
SAN DIEGO, CA 92122
www.sagwi.com
619.736.3768



15505 SAND CANYON AVENUE
IRVINE, CA 92618

**MAIDU PARK
PSL# 265211**

1550 MAIDU DRIVE
ROSEVILLE, CA 95661

SHEET:

LE-3

EXHIBIT "B"

Number of Antennas:	8
Number of Transmission Lines:	3 Fiber Hybrid Cables
Number of RRUs:	16
Number of surge protectors:	3



COUNCIL COMMUNICATION

CC #: 9256

File #: 0203-05 & 0201-01

Title: 800 Mhz Radio Replacement Project - Budget Adjustment

Contact: Brittany Flores 916-774-5431 bflores@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.23.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt an ordinance for a budget adjustment to more accurately reflect the amounts each fund is responsible for paying into the project based on the allocation study.

BACKGROUND

In October of 2017, the final results from the ClearSource radio allocation study were released. The study used a number of factors to determine each department's funding responsibility for the project.

The results of the study found that Transit/Transportation Divisions are responsible for a total of \$938,641.00 rather than the \$988,956.00 the department was originally allocated prior to the study.

This total funding should be appropriated to Fund 440-Transit in the amount of \$479,822.00 and Fund 441-Transportation in the amount of \$458,819.00, with the remaining \$50,315.00 appropriated to General Fund 100.

FISCAL IMPACT

The total costs of Transit's funding responsibility has been budgeted to Fund 440. This budget adjustment allocates the appropriate funding responsibility to Fund 440-Transit (\$479,822.00), 441-Transportation (\$458,819.00) and 100-General Fund (\$50,315.00). This General Fund expenditure is to support essential services provided to the community.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be created by this budget adjustment.

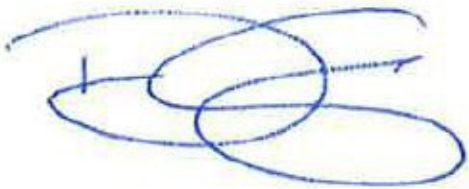
ENVIRONMENTAL REVIEW

The California Environmental Review 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,

Brittany Flores, IT Business Systems Analyst

Hong Sae, Chief Information Officer

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Ordinance No. 5969

Budget Adjustment - 800Mhz Radio Project

ORDINANCE NO. 5969

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds to more accurately reflect funding for the 800 Mhz Radio Replacement project, per request of the Information Technology Department, as listed on the attached Request for Budget Adjustment.

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 _____, 2018, 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*: Brittany Flores

DEPARTMENT/DIVISION*: IT/ Strategic Planning & Digital Communications

FISCAL YEAR/EFFECTIVE DATE*: FY18

PROPOSED COUNCIL DATE (if applicable): 05/16/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
50,315	00100	8902	100	169006	30	Transfer from General Fund to Fund 310
(509,134)	00440	8902	440	169006	30	Removing Transfer Out to Fund 310
458,819	00441	8902	441	169006	30	Adding Transfer from Fund 441 to Fund 310
(50,315)	00100	5990	100			Utilizing GF Contingency Funds
\$ (50,315)	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
50,315	00310	3902	310	169006	30	Transfer from General Fund to Fund 310
(509,134)	00310	3902	310	169006	30	Removing Transfer from Fund 440
458,819	00310	3902	310	169006	30	Adding Transfer from Fund 441 to Fund 310
\$ - 0	TOTAL					

FINANCE USE	 BUDGET MANAGER/DESIGNEE	4/25/18	 FINANCE DIRECTOR	4/25/18
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Justification for Budget Adjustment*:

At the onset of the 800Mhz Radio Replacement project, the CIP billed \$988,956 in project costs only to fund 440. After the ClearSource allocation study and review by Transportation, it has been determined that costs totaling \$938,641 should be allocated to funds 440 (\$479,822) and 441 (\$458,819) and the remaining balance of \$50,315 originally allocated to Transit will be paid from the General Fund (100). This is a net zero budget adjustment, moving \$50,315 of appropriations originally funded by fund 440 to the General Fund, and \$458,819 of appropriations originally funded by fund 440 to fund 441.

Approved:	 REQUESTING DEPARTMENT HEAD / DESIGNEE	4/25/2018	Approved:	 CITY MANAGER	
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COUNCIL COMMUNICATION

CC #: 9239

File #: 0800-02 & 0201-01

Title: Solid Waste Processing and Disposal - Budget Adjustment
Contact: Devin Whittington 916-774-5786 dwhittington@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.24.

RECOMMENDATION TO COUNCIL

Staff recommends that Roseville City Council adopt an ordinance to approve a budget adjustment in the amount of \$650,000.00 for Solid Waste processing, disposal and Container Rehabilitation costs in fiscal year 2017/2018. Funding will come from fund 460 and will have no impact on the current Solid Waste rate structure.

BACKGROUND

When Solid Waste disposal costs are forecasted in mid-fiscal year, one year of data is not always complete enough to accurately forecast the following year's disposal and processing requirements. Shortly after the budget was approved for fiscal year 2017/2018, it was recognized that the amount of waste being collected was higher than forecasted. This trend has continued through the year resulting in additional money needing to be budgeted to cover disposal costs. Due to an increase in economic activity, revenues have also increased enough to offset the budget adjustment, therefore, there will be no impact on solid waste rates.

FISCAL IMPACT

The budget adjustment in the amount of \$650,000.00 will come from Solid Waste fund 460 and will have no impact on the current rate structure.

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)). This budget adjustment does not include the potential for a significant

environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Devin Whittington, Solid Waste and Stormwater Manager

Richard Plecker, Environmental Utilities Director

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Ordinance No. 5970

Budget Adjustment Form

ORDINANCE NO. 5970

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for solid waste processing and disposal, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$770,000.00.

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 _____, 2018, 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*: Devin Whittington

DEPARTMENT/DIVISION*: Environmental Utilities Solid Waste

FISCAL YEAR/EFFECTIVE DATE*: FY18

PROPOSED COUNCIL DATE (if applicable): 05/08/2018 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	
120,000	00463	3900	463			Transfer Available Resources from Operating Fund
120,000	31901	6130	463			Rehabilitation Fund Annual Rehab
530,000	08414	5101	460			Professional Services Tipping Fees
\$ 770,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
120,000	00460	8900	460			Transfer Available Resources to Rehabilitation Fund
120,000			463			Available Resources
530,000			460			Available Resources
\$ 770,000	TOTAL					

FINANCE USE	Approved:				
	<i>Andrew P. Pomeroy</i>	4/12/18	<i>Devin Whittington</i>	4/12/18	
	BUDGET MANAGER/DESIGNEE	DATE	Finance Director	Date	

Justification for Budget Adjustment*:

Due to an increase in economic activity, during this fiscal year the amount Waste Collection tonnage has also increased. This increase resulted in the amount of funds needed to process and dispose of waste generated in the City. Revenue has mirrored this increase and this adjustment will have no impact on current Solid Waste rates.

Approved:		Approved:	
<i>Andrew P. Pomeroy</i>	4-9-18		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 9222

File #: 0900-02-02-1 & 0201-01

Title: Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements Project - Budget Adjustment and Change Order Authority

Contact: Colleen Boak 916-774-5535 cboak@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.25.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt an ordinance approving a budget adjustment to transfer \$2,325,019.00 from the Wastewater Rehabilitation Fund to the Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements Project to supply the project with the necessary 10% contingency to be used at the discretion of the Environmental Utilities Director;
2. Adopt a resolution authorizing the Environmental Utilities Director, or his designee, to execute change orders by no more than 10% (\$2,325,019.00) of the total project budget.

BACKGROUND

On January 10, 2018, the City Council authorized the City Manager to execute a contract agreement with Auburn Constructors, Inc. for Construction Services for the Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements Project in the total amount of \$23,250,190.00. At that time, the contract was awarded without the standard and necessary contingency funding to be used at the discretion and approval of the Environmental Utilities Director.

The project itself consists of both Nitrate Reduction and Cogeneration Project components for the Dry Creek Wastewater Treatment Plant (DCWWTP). These efforts will improve the Plant's ability to meet regulatory requirements in addition to facilitating the production of energy from digester gas.

FISCAL IMPACT

The original contract value as awarded totaled \$23,250,190.00, without a 10% contingency. That 10% contingency is now being requested in the amount of \$2,325,019.00, for a total contract value of \$25,575,209.00.

This project is a regional project and City's portion is 63.08%. The City will be reimbursed 36.92% of the project's cost from the regional partners which include Placer County and South Placer Municipal Utility District. This project is fully funded with Wastewater Rehabilitation funds. The City's share of the additional requested contingency value is \$1,466,621.99.

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 contingency value, if expended, would create approximately 25 jobs.

ENVIRONMENTAL REVIEW

The DCWWTP Cogeneration and Nitrate Reduction Improvements project involves the replacement of existing structures and facilities to implement cogeneration at the existing wastewater treatment plant. This activity is categorically exempt from CEQA per Class 1, Class 2, Class 3, and Class 29 Exemption Categories. The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Colleen Boak, Assistant Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-164

Ordinance No. 5966

Request for Budget Adjustment

RESOLUTION NO. 18-164

APPROVING CHANGE ORDER AUTHORITY FOR THE DRY CREEK WASTEWATER
TREATMENT PLANT COGENERATION AND
NITRATE REDUCTION IMPROVEMENTS PROJECT

WHEREAS, on January 10, 2018, the City Council approved an agreement with Auburn Constructors, Inc. for Construction Services for the Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Reduction Improvements project; and

WHEREAS, no change order authority was granted at that time, so staff is requesting authorization for it now; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Environmental Utilities Director or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 5966

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Dry Creek Wastewater Treatment Plant Cogeneration and Nitrate Improvements project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$2,325,019.00.

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 _____, 2018, 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*: Colleen Boak

DEPARTMENT/DIVISION*: Environmental Utilities/Wastewater

FISCAL YEAR/EFFECTIVE DATE*: FY 18/ May 16, 2018

PROPOSED COUNCIL DATE (if applicable): 05/16/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
1,556,192	30503	6130	474	163509	45	DCWWTP Nitrate Reduction Project
768,827	30503	6130	474	173510	45	DCWWTP Cogeneration Project
\$ 2,325,019	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
387,025	00474	3850	474	163509	79	SPMUD (24.87% Reimbursement of Costs)
187,521	00474	3850	474	163509	78	Placer County (12.05% Reimbursement of Costs)
191,207	00474	3850	474	173510	79	SPMUD (24.87% Reimbursement of Costs)
92,644	00474	3850	474	173510	78	Placer County (12.05% Reimbursement of Costs)
1,466,622			474			Available Resources - WW Rehab Fund (63.08%)
\$ 2,325,019	TOTAL					

FINANCE USE	Approved:		
	<i>[Signature]</i>	4/10/18	
	BUDGET MANAGER/DESIGNEE	DATE	
			Approved:
			<i>[Signature]</i>
			Finance Director
			DATE
			4/10/18

Justification for Budget Adjustment*:

This project has already been awarded and construction is underway. Contingency funding is requested to be used at the discretion of the Environmental Utilities Director, should it be deemed necessary to complete the project.

This is an SPWA partner-funded project. Environmental Utilities' share of the budget adjustment requested is 63.08%, combined share for SPMUD and Placer County is 36.92%.

Approved:		Approved:	
<i>[Signature]</i>	4-9-18		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 9229

File #: 0214 & 0201-01

Title: Homeland Security Grant - Budget Adjustment

Contact: Shelly Bracco 916-774-5018 sbracco@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.26.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt an ordinance approving a budget adjustment. The police department has been awarded Federal Homeland Security funds in the amount of \$38,372.98 to complete the purchase of Special Weapons and Tactics (SWAT) headsets, an under the door camera for SWAT, and Chemical Biological Radiological Nuclear (CBRN) gas mask filters for the County law enforcement agencies. The included budget adjustment will add \$38,372.98 to the police department's budget. The funds have been spent from both the police department's general fund patrol budget, and the police asset forfeiture account. Of the \$38,372.98 reimbursement, \$16,563.69 will go back into the police patrol budget, and \$21,809.29 will go back into the police asset forfeiture budget. There will be no net impact on the General Fund.

BACKGROUND

Congress, through the Federal Department of Homeland Security, periodically allocates funds for local security and preparedness needs. Sometimes the allocations are based on population and sometimes they are based on identified local risks. This grant has been a regular and consistent funding source for the City since 2008. The funds are distributed first to the states, and the states distribute them to counties. In each county an Approval Authority, comprised of the public health officer, the sheriff, a city police chief, a county fire agency representative, and a city fire agency representative, prioritizes needs and allocates funds for specific items. Placer County Office of Emergency Services (OES) administers the grants, files claims for reimbursement from the federal government, and then distributes the reimbursements to local agencies. In many instances the County OES gives us a very short window to make the necessary purchases with the approved funds, as some funding is left over from previous grant years and needs to be expended immediately. This year we were told expenditures needed to be made immediately, so all items have already been purchased or have an open purchase order and are pending delivery.

FISCAL IMPACT

The budget adjustment will add \$16,563.69 to the police department patrol budget for the reimbursement of the purchase of CBRN gas mask filters, and \$21,809.29 will go back into the

police asset forfeiture budget for the reimbursement of SWAT headsets and an under the door camera. The City will later be reimbursed for the purchases by Federal Homeland Security funds administered by Placer County Office of Emergency Services. There will be no net fiscal impact on the City.

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)). This budget adjustment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Shelly Bracco, Administrative Analyst

James Maccoun, Police Chief

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Ordinance No. 5967

Signed Budget Adjustment for HS OES Grant Monies

ORDINANCE NO. 5967

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for purchases using Homeland Security Grant funds, per the request of the Police Department, as listed on the attached Request for Budget Adjustment in the amount of \$38,373.00.

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 _____, 2018, 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*: Shelly Bracco

DEPARTMENT/DIVISION*: Police Administration

FISCAL YEAR/EFFECTIVE DATE*: FY2018/ June 30, 2018

PROPOSED COUNCIL DATE (if applicable): 05/16/2018

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	
6,864	05531	5215	100	800519	40	Police Patrol / Headset Equipment
14,945	05531	6001	100	800519	40	Police Patrol / Under door Camera Capital Equipment
16,564	05531	5225	100	800519	40	Police Patrol / CBRN Filters Safety Equipment
\$ 38,373	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
6,864	05531	3751	100	800519	77	Police Patrol/ Federal Grants Revenue Headsets
14,945	05531	3751	100	800519	77	Police Patrol /Federal Grants Revenue SWAT Camera
16,564	05531	3751	100	800519	77	Police Patrol/ Federal Grants Revenue CBRN Filters
\$ 38,373	TOTAL					

FINANCE USE	Approved:		
		4/18/18	
	BUDGET MANAGER/DESIGNEE	DATE	
		4/19/18	
	Finance Director	DATE	

Justification for Budget Adjustment*:

Congress, through the Federal Department of Homeland Security, periodically allocates funds for local security and preparedness needs. These purchases are being made via HS OES grants from 2015, 2016 and 2017 funding. We were approved to purchase several SWAT headsets for \$6,864, an under the door camera for SWAT for \$14,945, and multiple CBRN gas mask filters for the county agencies for \$16,564. All monies are to be reimbursed as the Grants close out. There will be no net fiscal impact on the City. We believe all fund should be received before the close of FY18.

Approved:		Approved:	
	4-10-18		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 9230

File #: 0201-01 & 0200

Title: Interfund Loan Repayment Schedule Changes and Budget Adjustment

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

Meeting Date: 5/23/2018

Item #: 7.27.

RECOMMENDATION TO COUNCIL

Adopt an ordinance approving a Budget Adjustment and revised interfund loan repayment schedules to allow for recommended changes requested by the Finance Department.

BACKGROUND

In order to simplify our interfund loan process, the Finance Department is requesting Council to approve a Budget Adjustment and revised interfund loan repayment schedules with the following changes:

1. Beginning in FY17-18, the interest rate will be based upon the City's prior year average annual pooled interest rate (for example, the City's FY2016-17 average annual pooled interest rate will be used to calculate the 6/30/18 interest amount). This policy is being recommended to create more accurate budgeting and to expedite the process of calculating and recording the interest amount each year.
2. All interfund loans with July 1 interest and/or principal payment dates will be changed to a June 30 payment date. This change is being recommended to simplify the budgeting and accounting for interfund loans.
3. The principal payment on Loan A38, from the Strategic Improvement Fund (SIF) to the Fire Facilities Fund for the relocation of Fire Station #1, is being increased in FY2017-18 to pay off the outstanding balance due to available resources in the Fire Facilities Fund.
4. Payments are being deferred on Loan A36, from the SIF to the Downtown Parking Fund for the Oak Street Parking Garage, until FY2021-22 to allow for more time to collect Downtown Parking in-Lieu fees and the Downtown Fee from Fiddymont Farm Phase 3 for repayment of the loan.
5. Consolidate and restructure Loan A2 and Loan A31 from the Automotive Replacement Fund to the Child Care Fund and increase the balance for the purchase of a modular facility to operate Adventure Club programs at the Orchard Ranch Elementary School campus. Enrollment for the program is currently near or at capacity for the 2018-19 school year.

FISCAL IMPACT

This action will result an increase in appropriations of \$2,212,032 in various funds to repay the Fire Station interfund loan, increase the Child Care Fund loan, and adjust the interest payment dates. There is no impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on federal guidelines approximately one job is created for every \$92,000 in direct government spending. Since this is a budget adjustment, no jobs will be created.

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)). This budget adjustment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Jacquelyn Flickinger, Controller

Dennis Kauffman, Finance Director

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Ordinance No. 5968

Interfund Loan Budget Adjustment

Interfund Loan Proposed Repayment Schedules

ORDINANCE NO. 5968

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for an interfund loan repayment per the request of the Finance Department as listed on the attached Request for Budget Adjustment in the amount of \$2,212,032.00.

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 _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Requestor: Jacquelyn Flickinger
 Department/Division: Finance
 Fiscal Year/Effective Date: FY 2018
 Council Date: 5/16/2018

1 Use of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
3,834	00502	3102	502			INTEREST ON NOTES/LOANS
3,078	00222	3102	222			INTEREST ON NOTES/LOANS
30,120	00481	3102	481			INTEREST ON NOTES/LOANS
13,072	00502	3102	502			INTEREST ON NOTES/LOANS
52,767	00110	3102	110			INTEREST ON NOTES/LOANS
4,230	00101	3102	101			INTEREST ON NOTES/LOANS
21,908	00110	3102	110			INTEREST ON NOTES/LOANS
262,603	00481	3102	481			INTEREST ON NOTES/LOANS
5,202	00110	3910	110			TRANSFER IN-LOAN PAYMENTS
135,218	00101	3910	101			TRANSFER IN-LOAN PAYMENTS
1,380,000	00110	3910	110			TRANSFER IN-LOAN PAYMENTS
300,000	00401	3911	401			TRANSFER IN-ADVANCE
2,212,032	TOTAL					

Source of Funds:

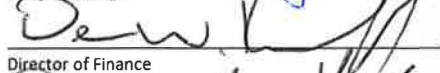
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
3,834	00401	8105	401			INTERFUND LOAN-INTEREST
3,078	00216	8105	216			INTERFUND LOAN-INTEREST
30,120	00482	8105	482			INTERFUND LOAN-INTEREST
13,072	00222	8105	222			INTERFUND LOAN-INTEREST
52,767	00222	8105	222			INTERFUND LOAN-INTEREST
4,230	00100	8105	100			INTERFUND LOAN-INTEREST
21,908	00220	8105	220			INTERFUND LOAN-INTEREST
262,603	00480	8105	480			INTERFUND LOAN-INTEREST
5,202	00222	8910	222			TRANSFER OUT-LOAN PAYMENTS
135,218	00100	8910	100			TRANSFER OUT-LOAN PAYMENTS
1,380,000	00220	8910	220			TRANSFER OUT-LOAN PAYMENTS
300,000	00502	8911	502			TRANSFER OUT-ADVANCE
2,212,032	TOTAL					

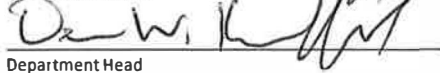
Justification for Budget Adjustment:

In order to simplify our interfund loan process, the Finance Department is requesting Council to approve a Budget Adjustment and revised interfund loan repayment schedules with the following changes: (1) Beginning in FY17-18, the interest rate will be based upon the City's prior year average annual pooled interest rate (for example, the City's FY2016-17 average annual pooled interest rate will be used to calculate the 6/30/18 interest amount). This policy is being recommended to create more accurate budgeting and to expedite the process of calculating and recording the interest amount each year. (2) All interfund loans with July 1 interest and/or principal payment dates will be changed to a June 30 payment date. This change is being recommended to simplify the budgeting and accounting for interfund loans. (3) The principal payment on Loan A38, from the Strategic Improvement Fund (SIF) to the Fire Facilities Fund for the relocation of Fire Station #1, is being increased in FY2017-18 to pay off the outstanding balance due to available resources in the Fire Facilities Fund. (4) Payments are being deferred on Loan A36, from the SIF to the Downtown Parking Fund for the Oak Street Parking Garage, until FY2021-22 to allow for more time to collect Downtown Parking in-Lieu fees and the Downtown Fee from Fiddymont Farm Phase 3 for repayment of the loan. (5) Consolidate and restructure Loans A2 and Loans A31 from the Automotive Replacement Fund to the Child Care Fund and increase the balance for the purchase of a modular facility to operate Adventure Club programs at the Orchard Ranch Elementary School campus. Enrollment for the program is currently near or at capacity for the 2018-19 school year.

Approved:


 Budget Manager


 Director of Finance


 Department Head

City Manager

4/26/18

Date
 4/26/18

Date
 4/26/18

Date

Date

A3 - 740003**Loan from Auto Replacement Fund (502) to Diamond Oaks Golf Course Fund (450)****Loan Amount** - \$1,000,000**Loan Date** – 7/1/2001**Interest Rate:**

**The interest rate for each year is based upon the City's average annual pooled interest rate.

**Up until and including 6/30/17, the interest rate for the current year was used to calculate the interest amount (for example, the FY17 City's average annual pooled interest rate was used to calculate the 6/30/17 interest amount).

Interest rate methodology change FY18:

**Beginning FY18, the interest rate is based upon the prior year's City's average annual pooled interest rate (for example, the FY17 City's average annual pooled interest rate will be used to calculate the 6/30/18 interest amount). This policy was implemented to create more accurate budgeting and to expedite the process of calculating and recording the interest amount each year.

Interest accrued annually beginning in FY2002

Payment date change FY18:

In FY18, staff recommended and City Council approved for all interfund loans with July 1 interest and/or principal payment dates be changed to a June 30 payment date. This decision was made to simplify the budgeting and accounting procedures in relation to interfund loans.

Term – Unknown (originally 9 years)**First Payment** – FY2003**Annual Payment Amount** - \$29,210 (principal only, deferring interest until end of loan)

Interest Rate	FY02	FY03	FY04	FY05	FY06	FY07
	3.67%	2.87%	2.20%	2.53%	3.89%	4.77%
Interest Rate	FY08	FY09	FY10	FY11	FY12	FY13
	4.48%	3.04%	1.45%	1.03%	0.76%	0.58%
Interest Rate	FY14	FY15	FY16	FY17	FY18	FY19+ estimated*
	0.54%	0.70%	0.96%	1.29%	1.29%	1.29%

*estimated based upon current year's interest rate

Date	Deferred Interest	Principal Reduction	Loan Balance	Long Term	Current	Total Accrued Interest	Annual Payment Due	Fiscal Year
07/01/01			1,000,000.00			-		
06/30/02	20,937.00		1,000,000.00	950,000.00	50,000.00	20,937.00	-	FY02
07/01/02		50,000.00	950,000.00			20,937.00		
06/30/03	27,265.00		950,000.00	900,000.00	50,000.00	48,202.00	50,000.00	FY03
07/01/03		50,000.00	900,000.00			48,202.00		
06/30/04	19,800.00		900,000.00	870,790.00	29,210.00	68,002.00	50,000.00	FY04
07/01/04		29,210.00	870,790.00			68,002.00		
06/30/05	22,030.99		870,790.00	870,790.00	-	90,032.99	29,210.00	FY05
07/01/05		-	870,790.00			90,032.99		
06/30/06	33,873.73		870,790.00	841,580.00	29,210.00	123,906.72	-	FY06
07/01/06		29,210.00	841,580.00			123,906.72		
06/30/07	40,143.37		841,580.00	812,370.00	29,210.00	164,050.08	29,210.00	FY07
07/01/07		29,210.00	812,370.00			164,050.08		
06/30/08	36,394.18		812,370.00	783,160.00	29,210.00	200,444.26	29,210.00	FY08
07/01/08		29,210.00	783,160.00			200,444.26		
06/30/09	23,808.06		783,160.00	753,950.00	29,210.00	224,252.32	29,210.00	FY09

A3 - 740003

07/01/09		29,210.00	753,950.00			224,252.32		
06/30/10	10,932.28		753,950.00	724,740.00	29,210.00	235,184.60	29,210.00	FY10
07/01/10		29,210.00	724,740.00			235,184.60		
06/30/11	7,460.82		724,740.00	695,530.00	29,210.00	242,645.42	29,210.00	FY11
07/01/11		29,210.00	695,530.00			242,645.42		
06/30/12	5,272.12		695,530.00	666,320.00	29,210.00	247,917.54	29,210.00	FY12
07/01/12		29,210.00	666,320.00			247,917.54		
06/30/13	3,838.00		666,320.00	637,110.00	29,210.00	251,755.54	29,210.00	FY13
07/01/13		29,210.00	637,110.00			251,755.54		
06/30/14	3,408.54		637,110.00	607,900.00	29,210.00	255,164.08	29,210.00	FY14
07/01/14		29,210.00	607,900.00			255,164.08		
06/30/15	4,237.06		607,900.00	578,690.00	29,210.00	259,401.14	29,210.00	FY15
07/01/15		29,210.00	578,690.00			259,401.14		
06/30/16	5,555.42		578,690.00	549,480.00	29,210.00	264,956.57	29,210.00	FY16
07/01/16		29,210.00	549,480.00			264,956.57		
06/30/17	7,077.30		549,480.00	520,270.00	29,210.00	272,033.87	29,210.00	FY17
06/30/18	7,088.29	29,210.00	520,270.00	491,060.00	29,210.00	279,122.16	29,210.00	FY18
06/30/19	6,711.48	29,210.00	491,060.00	461,850.00	29,210.00	285,833.64	29,210.00	FY19
06/30/20	6,334.67	29,210.00	461,850.00	432,640.00	29,210.00	292,168.32	29,210.00	FY20
06/30/21	5,957.87	29,210.00	432,640.00	403,430.00	29,210.00	298,126.18	29,210.00	FY21
06/30/22	5,581.06	29,210.00	403,430.00	374,220.00	29,210.00	303,707.24	29,210.00	FY22
06/30/23	5,204.25	29,210.00	374,220.00	345,010.00	29,210.00	308,911.49	29,210.00	FY23
06/30/24	4,827.44	29,210.00	345,010.00	315,800.00	29,210.00	313,738.92	29,210.00	FY24
06/30/25	4,450.63	29,210.00	315,800.00	286,590.00	29,210.00	318,189.55	29,210.00	FY25
06/30/26	4,073.82	29,210.00	286,590.00	257,380.00	29,210.00	322,263.37	29,210.00	FY26
06/30/27	3,697.01	29,210.00	257,380.00	228,170.00	29,210.00	325,960.38	29,210.00	FY27
06/30/27	3,320.20	29,210.00	228,170.00	198,960.00	29,210.00	329,280.59	29,210.00	FY28
06/30/29	2,943.39	29,210.00	198,960.00	169,750.00	29,210.00	332,223.98	29,210.00	FY29
06/30/30	2,566.58	29,210.00	169,750.00	140,540.00	29,210.00	334,790.56	29,210.00	FY30
06/30/31	2,189.78	29,210.00	140,540.00	111,330.00	29,210.00	336,980.34	29,210.00	FY31
06/30/32	1,812.97	29,210.00	111,330.00	82,120.00	29,210.00	338,793.30	29,210.00	FY32
06/30/33	1,436.16	29,210.00	82,120.00	52,910.00	29,210.00	340,229.46	29,210.00	FY33
06/30/34	1,059.35	29,210.00	52,910.00	23,700.00	29,210.00	341,288.81	29,210.00	FY34
06/30/35	682.54	29,210.00	23,700.00	-	23,700.00	341,971.35	29,210.00	FY35
06/30/36	305.73	23,700.00	-	-	1,000,000.00	342,277.08	365,977.08	FY36
Totals	342,277.08	1,000,000.00					1,342,277.08	
Total Payments	1,342,277.08							

A4 - 740004**Loan from Auto Replacement Fund (502) to Woodcreek Oaks Golf Course Fund (451)**

Loan Amount - \$3,560,000

Loan Date – 1995 (\$1,700,000 3/31/1995, \$1,700,000 6/30/1996, and \$160,000 9/30/1997)

Interest Rate:

**The interest rate for each year is based upon the City's average annual pooled interest rate.

**Up until and including 6/30/17, the interest rate for the current year was used to calculate the interest amount (for example, the FY17 City's average annual pooled interest rate was used to calculate the 6/30/17 interest amount).

Interest rate methodology change FY18:

**Beginning FY18, the interest rate is based upon the prior year's City's average annual pooled interest rate (for example, the FY17 City's average annual pooled interest rate will be used to calculate the 6/30/18 interest amount). This policy was implemented to create more accurate budgeting and to expedite the process of calculating and recording the interest amount each year.

Interest accrued annually beginning in FY1996

Payment date change FY18:

In FY18, staff recommended and City Council approved for all interfund loans with July 1 interest and/or principal payment dates be changed to a June 30 payment date. This decision was made to simplify the budgeting and accounting procedures in relation to interfund loans.

Term – Unknown**First Payment – FY1997****Annual Payment Amount - \$97,790 (principal only, deferring interest until end of loan)**

	FY95	FY96	FY97	FY98	FY99	FY00	
Interest Rate	5.92%	5.85%	5.76%	5.93%	5.65%	5.72%	
	FY01	FY02	FY03	FY04	FY05	FY06	
Interest Rate	5.80%	3.67%	2.87%	2.20%	2.53%	3.89%	
	FY07	FY08	FY09	FY10	FY11	FY12	
Interest Rate	4.77%	4.48%	3.04%	1.45%	1.03%	0.76%	
	FY13	FY14	FY15	FY16	FY17	FY18	FY19+ estimated*
Interest Rate	0.58%	0.54%	0.70%	0.96%	1.29%	1.29%	1.29%
*estimated based upon current year's interest rate							

*estimated based upon current year's interest rate

Date	Deferred Interest	Principal Reduction	Loan Balance	Long Term	Current	Total Accrued Interest	Annual Payment Due	Fiscal Year
07/01/95	-	-	1,700,000.00	-	-	-	-	
06/30/95	-	-	1,700,000.00	1,700,000.00	-	-	-	
07/01/95	-	-	1,700,000.00	-	-	-	-	
06/30/96	5,893.00	-	3,400,000.00	3,230,000.00	170,000.00	5,893.00	-	
07/01/96	-	170,000.00	3,230,000.00	-	-	5,893.00	-	
06/30/97	158,976.00	-	3,230,000.00	3,230,000.00	-	164,869.00	170,000.00	FY97
07/01/97	-	170,000.00	3,060,000.00	-	-	164,869.00	-	
09/30/97	-	-	3,220,000.00	-	-	164,869.00	-	
06/30/98	181,458.00	-	3,220,000.00	3,220,000.00	-	346,327.00	170,000.00	FY98
07/01/98	-	-	3,220,000.00	-	-	346,327.00	-	
06/30/99	181,930.00	-	3,220,000.00	3,220,000.00	-	528,257.00	-	FY99
07/01/99	-	-	3,220,000.00	-	-	528,257.00	-	
06/30/00	184,184.00	-	3,220,000.00	3,220,000.00	-	712,441.00	-	FY00
07/01/00	-	-	3,220,000.00	-	-	712,441.00	-	
06/30/01	186,760.00	-	3,220,000.00	3,220,000.00	-	899,201.00	-	FY01
07/01/01	-	-	3,220,000.00	-	-	899,201.00	-	
06/30/02	118,174.00	-	3,220,000.00	3,220,000.00	-	1,017,375.00	-	FY02
07/01/02	-	-	3,220,000.00	-	-	1,017,375.00	-	

06/30/03	92,414.00	-	3,220,000.00	3,170,000.00	50,000.00	1,109,789.00	-	FY03
07/01/03		50,000.00	3,170,000.00			1,109,789.00		
06/30/04	69,740.00		3,170,000.00	3,120,000.00	50,000.00	1,179,529.00	50,000.00	FY04
07/01/04		50,000.00	3,120,000.00			1,179,529.00		
06/30/05	78,936.00		3,120,000.00	3,022,210.00	97,790.00	1,258,465.00	50,000.00	FY05
07/01/05		97,790.00	3,022,210.00			1,258,465.00		
06/30/06	117,563.97		3,022,210.00	2,924,420.00	97,790.00	1,376,028.97	97,790.00	FY06
07/01/06		97,790.00	2,924,420.00			1,376,028.97		
06/30/07	139,494.83		2,924,420.00	2,826,630.00	97,790.00	1,515,523.80	97,790.00	FY07
07/01/07		97,790.00	2,826,630.00			1,515,523.80		
06/30/08	126,633.02		2,826,630.00	2,728,840.00	97,790.00	1,642,156.83	97,790.00	FY08
07/01/08		97,790.00	2,728,840.00			1,642,156.83		
06/30/09	82,956.74		2,728,840.00	2,631,050.00	97,790.00	1,725,113.56	97,790.00	FY09
07/01/09		97,790.00	2,631,050.00			1,725,113.56		
06/30/10	38,150.23		2,631,050.00	2,533,260.00	97,790.00	1,763,263.79	97,790.00	FY10
07/01/10		97,790.00	2,533,260.00			1,763,263.79		
06/30/11	26,080.34		2,533,260.00	2,435,470.00	97,790.00	1,789,344.13	97,790.00	FY11
07/01/11		97,790.00	2,435,470.00			1,789,344.13		
06/30/12	18,460.86		2,435,470.00	2,337,680.00	97,790.00	1,807,804.99	97,790.00	FY12
07/01/12		97,790.00	2,337,680.00			1,807,804.99		
06/30/13	13,465.04		2,337,680.00	2,239,890.00	97,790.00	1,821,270.03	97,790.00	FY13
07/01/13		97,790.00	2,239,890.00			1,821,270.03		
06/30/14	11,983.41		2,239,890.00	2,142,100.00	97,790.00	1,833,253.44	97,790.00	FY14
07/01/14		97,790.00	2,142,100.00			1,833,253.44		
06/30/15	14,930.44		2,142,100.00	2,044,310.00	97,790.00	1,848,183.87	97,790.00	FY15
07/01/15		97,790.00	2,044,310.00			1,848,183.87		
06/30/16	19,625.38		2,044,310.00	1,946,520.00	97,790.00	1,867,809.25	97,790.00	FY16
07/01/16		97,790.00	1,946,520.00			1,867,809.25		
06/30/17	25,071.18		1,946,520.00	1,848,730.00	97,790.00	1,892,880.43	97,790.00	FY17
06/30/18	25,110.11	97,790.00	1,848,730.00	1,750,940.00	97,790.00	1,917,990.54	97,790.00	FY18
06/30/19	23,848.62	97,790.00	1,750,940.00	1,653,150.00	97,790.00	1,941,839.15	97,790.00	FY19
06/30/20	22,587.13	97,790.00	1,653,150.00	1,555,360.00	97,790.00	1,964,426.28	97,790.00	FY20
06/30/21	21,325.64	97,790.00	1,555,360.00	1,457,570.00	97,790.00	1,985,751.91	97,790.00	FY21
06/30/22	20,064.14	97,790.00	1,457,570.00	1,359,780.00	97,790.00	2,005,816.06	97,790.00	FY22
06/30/23	18,802.65	97,790.00	1,359,780.00	1,261,990.00	97,790.00	2,024,618.71	97,790.00	FY23
06/30/24	17,541.16	97,790.00	1,261,990.00	1,164,200.00	97,790.00	2,042,159.87	97,790.00	FY24
06/30/25	16,279.67	97,790.00	1,164,200.00	1,066,410.00	97,790.00	2,058,439.54	97,790.00	FY25
06/30/26	15,018.18	97,790.00	1,066,410.00	968,620.00	97,790.00	2,073,457.72	97,790.00	FY26
06/30/27	13,756.69	97,790.00	968,620.00	870,830.00	97,790.00	2,087,214.41	97,790.00	FY27
06/30/27	12,495.20	97,790.00	870,830.00	773,040.00	97,790.00	2,099,709.61	97,790.00	FY28
06/30/29	11,233.71	97,790.00	773,040.00	675,250.00	97,790.00	2,110,943.32	97,790.00	FY29
06/30/30	9,972.22	97,790.00	675,250.00	577,460.00	97,790.00	2,120,915.53	97,790.00	FY30
06/30/31	8,710.73	97,790.00	577,460.00	479,670.00	97,790.00	2,129,626.26	97,790.00	FY31
06/30/32	7,449.23	97,790.00	479,670.00	381,880.00	97,790.00	2,137,075.49	97,790.00	FY32
06/30/33	6,187.74	97,790.00	381,880.00	284,090.00	97,790.00	2,143,263.24	97,790.00	FY33
06/30/34	4,926.25	97,790.00	284,090.00	186,300.00	97,790.00	2,148,189.49	97,790.00	FY34
06/30/35	3,664.76	97,790.00	186,300.00	88,510.00	97,790.00	2,151,854.25	97,790.00	FY35
06/30/36	2,403.27	97,790.00	88,510.00	-	88,510.00	2,154,257.52	97,790.00	FY36
06/30/37	1,141.78	88,510.00	-	-	-	2,155,399.30	2,243,909.30	FY37

A6 - 740006**Loan from Public Facilities Fund (222) to Technology Fee Replacement Fund (216)****Loan Purpose** - New Permit System Funding**Loan Amount** - \$595,054**Loan Date** - 12/31/2011**Interest Rate:**

**The interest rate for each year is based upon the City's average annual pooled interest rate.

**Up until and including 6/30/17, the interest rate for the current year was used to calculate the interest amount (for example, the FY17 City's average annual pooled interest rate was used to calculate the 6/30/17 interest amount).

Interest rate methodology change FY18:

**Beginning FY18, the interest rate is based upon the prior year's City's average annual pooled interest rate (for example, the FY17 City's average annual pooled interest rate will be used to calculate the 6/30/18 interest amount). This policy was implemented to create more accurate budgeting and to expedite the process of calculating and recording the interest amount each year.

Payment date change FY18:

In FY18, staff recommended and City Council approved for all interfund loans with July 1 interest and/or principal payment dates be changed to a June 30 payment date. This decision was made to simplify the budgeting and accounting procedures in relation to interfund loans.

Term - 7 years**First Payment** - FY2014**Annual Payment Amount** - \$100,000 (principal only) + annual interest payment

	FY13	FY14	FY15	FY16	FY17	FY18	FY19*
Interest Rate	0.58%	0.54%	0.70%	0.96%	1.29%	1.29%	1.29%
*estimated based upon current year's interest rate							

Date	Interest	Principal Reduction	Loan Balance	Long Term	Current	Annual Payment Due	Fiscal Year
07/01/12	-	-	595,054.00				
06/30/13	-	-	595,054.00	495,054.00	100,000.00	0.00	FY13
07/01/13	1,713.76	100,000.00	495,054.00				
06/30/14	-	-	495,054.00	395,054.00	100,000.00	101,713.76	FY14
07/01/14	2,648.54	100,000.00	395,054.00				
06/30/15	-	-	395,054.00	295,054.00	100,000.00	102,648.54	FY15
07/01/15	2,753.53	100,000.00	295,054.00				
06/30/16	-	-	295,054.00	195,054.00	100,000.00	102,753.53	FY16
07/01/16	2,832.52	100,000.00	195,054.00				
06/30/17	-	-	195,054.00	95,054.00	100,000.00	102,832.52	FY17
07/01/17	2,512.30		195,054.00				
06/30/18	2,516.20	100,000.00	95,054.00	-	95,054.00	105,028.49	FY18
06/30/19	1,226.20	95,054.00	-	-	-	96,280.20	FY19

A7 - 740007**Loan from Water Construction Fund (481) to Water Rehabilitation Fund (482)****Loan Amount** - \$4,240,000**Loan Date** - 2003**Interest Rate** - Fixed Rate of 2.42%**Payment date change FY18:**

In FY18, staff recommended and City Council approved for all interfund loans with July 1 interest and/or principal payment dates be changed to a June 30 payment date. This decision was made to simplify the budgeting and accounting procedures in relation to interfund loans.

Term - 20 Years**First Payment** - FY2006**Annual Payment Amount** - \$285,283.96 (including principal and interest)

Date	Interest	Principal	Loan Balance	Long Term	Current	Annual Payment Due
07/01/02			4,240,000			
06/30/03			4,240,000	4,240,000	-	
07/01/03	94,840	-	4,240,000			
06/30/04			4,240,000	4,152,820	87,180	94,840
07/01/04	103,260	87,180	4,152,820			
06/30/05			4,152,820	3,966,350	186,470	190,440
07/01/05	98,810	186,470	3,966,350			
06/30/06			3,966,350	3,775,330	191,020	285,280
07/01/06	94,260	191,020	3,775,330			
06/30/07			3,775,330	3,579,650	195,680	285,280
07/01/07	89,600	195,680	3,579,650			
06/30/08			3,579,650	3,379,190	200,460	285,280
07/01/08	84,820	200,460	3,379,190			
06/30/09			3,379,190	3,173,840	205,350	285,280
07/01/09	79,930	205,350	3,173,840			
06/30/10			3,173,840	2,963,470	210,370	285,280
07/01/10	74,910	210,370	2,963,470			
06/30/11			2,963,470	2,747,960	215,510	285,280
07/01/11	69,770	215,510	2,747,960			
06/30/12			2,747,960	2,527,190	220,770	285,280
07/01/12	64,510	220,770	2,527,190			
06/30/13			2,527,190	2,301,030	226,160	285,280
07/01/13	59,120	226,160	2,301,030			
06/30/14			2,301,030	2,069,330	231,700	285,280
07/01/14	53,580	231,700	2,069,330			
06/30/15			2,069,330	1,831,990	237,340	285,280
07/01/15	47,940	237,340	1,831,990			
06/30/16			1,831,990	1,588,840	243,150	285,280
07/01/16	42,130	243,150	1,588,840			
06/30/17			1,588,840	1,339,760	249,080	285,280
07/01/17	36,200		1,588,840			
06/30/18	30,120	249,080	1,339,760	1,084,600	255,160	315,400
06/30/19	23,890	255,160	1,084,600	823,210	261,390	279,050
06/30/20	17,510	261,390	823,210	555,440	267,770	278,900
06/30/21	10,970	267,770	555,440	281,130	274,310	278,740
06/30/22	4,270	274,310	281,130	-	281,130	278,580
06/30/23	-	281,130	-	-	-	281,130

Loan from Strategic Improvement Fund (110) to RCDC

*Both funds are governmental funds for GAAP purposes. Fund 110 is part of General Fund; RCDC is a special revenue fund.

Loan Purpose - Funding of RCDC

Loan Amount - \$1,530,951

Loan Date - 1/31/2012

Interest - City's pooled interest rate, plus 1%, reset every 5 years. Simple interest deferred for the life of the loan.

Term - 20 Years

First Payment - FY2023

Annual Payment Amount - \$153,095. Deferred principal payments for the first 10 years.

****** After the first 10 years, a final 10-year repayment period will take effect, with a lump sum deferred interest payoff after the principal is paid in full (at the end of the loan term).

Payment date change FY18:

In FY18, staff recommended and City Council approved for all interfund loans with July 1 interest and/or principal payment dates be changed to a June 30 payment date. This decision was made to simplify the budgeting and accounting procedures in relation to interfund loans.

	FY2012 (through 2016)	FY2017 (through 2021)	FY2022 (through 2026)*	FY2027 (through 2031)*
Interest Rate	0.760%	1.288%	1.288%	1.288%
Interest Rate for Loan	1.760%	2.288%	2.288%	2.288%

*estimated based upon current year's interest rate

Date	Deferred Interest	Principal Reduction (1st 10 Pmts Deferred)	Loan Balance	Long Term	Current	Total Accrued Interest	Annual Payment Due	Fiscal Year
2012			1,530,951.00					
06/30/12	11,227.00	-	1,530,951.00	1,530,951.00	-	11,227.00	-	FY12
06/30/13	26,945.00	-	1,530,951.00	1,530,951.00	-	38,172.00	-	FY13
06/30/14	26,945.00	-	1,530,951.00	1,530,951.00	-	65,117.00	-	FY14
06/30/15	26,945.00	-	1,530,951.00	1,530,951.00	-	92,062.00	-	FY15
06/30/16	26,945.00	-	1,530,951.00	1,530,951.00	-	119,007.00	-	FY16
06/30/17	35,028.00	-	1,530,951.00	1,530,951.00	-	154,035.00	-	FY17
06/30/18	35,028.00	-	1,530,951.00	1,530,951.00	-	189,063.00	-	FY18
06/30/19	35,028.00	-	1,530,951.00	1,530,951.00	-	224,091.00	-	FY19
06/30/20	35,028.00	-	1,530,951.00	1,530,951.00	-	259,119.00	-	FY20
06/30/21	35,028.00	-	1,530,951.00	1,530,951.00	-	294,147.00	-	FY21
06/30/22	35,028.00	-	1,530,951.00	1,377,855.90	153,095.10	329,175.00	-	FY22
06/30/23	35,028.00	153,095.10	1,377,855.90	1,224,760.80	153,095.10	364,203.00	153,095.10	FY23
06/30/24	31,525.00	153,095.10	1,224,760.80	1,071,665.70	153,095.10	395,728.00	153,095.10	FY24
06/30/25	28,023.00	153,095.10	1,071,665.70	918,570.60	153,095.10	423,751.00	153,095.10	FY25
06/30/26	24,520.00	153,095.10	918,570.60	765,475.50	153,095.10	448,271.00	153,095.10	FY26
06/30/27	21,017.00	153,095.10	765,475.50	612,380.40	153,095.10	469,288.00	153,095.10	FY27
06/30/28	17,514.00	153,095.10	612,380.40	459,285.30	153,095.10	486,802.00	153,095.10	FY28
06/30/29	14,011.00	153,095.10	459,285.30	306,190.20	153,095.10	500,813.00	153,095.10	FY29
06/30/30	10,508.00	153,095.10	306,190.20	153,095.10	153,095.10	511,321.00	153,095.10	FY30
06/30/31	7,006.00	153,095.10	153,095.10	-	153,095.10	518,327.00	153,095.10	FY31
06/30/32	3,503.00	153,095.10	-	-	-	521,830.00	674,925.10	FY32
Totals	521,830.00	1,530,951.00					2,052,781.00	
Total Payments		2,052,781.00						

A31 - 740031**Loan from Auto Replacement Fund (502) to Child Care Fund (401)****Loan Purpose** - Funding of Fiddymment Farms School Site/Portable**Loan Amount** - \$205,000**Loan Disbursement Date** – FY2014**Interest Rate:**

**The interest rate for each year is based upon the City's average annual pooled interest rate.

**Up until and including 6/30/17, the interest rate for the current year was used to calculate the interest amount (for example, the FY17 City's average annual pooled interest rate was used to calculate the 6/30/17 interest amount).

Interest rate methodology change FY18:

**Beginning FY18, the interest rate is based upon the prior year's City's average annual pooled interest rate (for example, the FY17 City's average annual pooled interest rate will be used to calculate the 6/30/18 interest amount). This policy was implemented to create more accurate budgeting and to expedite the process of calculating and recording the interest amount each year.

Interest accrued annually beginning in FY2014 and paid annually beginning in FY2023. Final deferred interest payoff will occur at the end of the loan.

Payment date change FY18:

In FY18, staff recommended and City Council approved for all interfund loans with July 1 interest and/or principal payment dates be changed to a June 30 payment date. This decision was made to simplify the budgeting and accounting procedures in relation to interfund loans.

Term – 12 years**First Payment** – FY2023**Annual Payment Amount** - Varies (\$68,333 principal reduction, paid annually beginning in FY2023)

	FY14	FY15	FY16	FY17	FY18	FY19*
Interest Rate	0.54%	0.70%	0.96%	1.29%	1.29%	1.29%
Number of Payments	0	0	0	0	0	0
Loan Amount	205,000.00	205,000.00	205,000.00	205,000.00	205,000.00	205,000.00

	FY20*	FY21*	FY22*	FY23*	FY24*	FY25*
Interest Rate	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%
Number of Payments	0	0	0	0	1	1
Loan Amount	205,000.00	205,000.00	205,000.00	205,000.00	136,666.67	68,333.34

*estimated based upon current year's interest rate

	Date	Deferred Interest (thru FY22)	Principal Reduction	Loan Balance	Long Term	Current	Total Accrued Interest	Annual Payment Due	Fiscal Year
Origination	07/01/13			205,000.00					
	06/30/14	1,096.75		205,000.00	205,000.00	-	1,096.75	-	FY14
	06/30/15	1,428.85		205,000.00	205,000.00	-	2,525.60	-	FY15
	06/30/16	1,968.00		205,000.00	205,000.00	-	4,493.60	-	FY16
	06/30/17	2,640.40		205,000.00	205,000.00	-	7,134.00	-	FY17
	06/30/18	2,644.50		205,000.00	205,000.00	-	9,778.50	-	FY18
	06/30/19	2,644.50		205,000.00	205,000.00	-	12,423.00	-	FY19
	06/30/20	2,644.50		205,000.00	205,000.00	-	15,067.50	-	FY20
	06/30/21	2,644.50		205,000.00	205,000.00	-	17,712.00	-	FY21
	06/30/22	2,644.50		205,000.00	136,666.67	68,333.33	20,356.50	-	FY22
	06/30/23	2,644.50	68,333.33	136,666.67	68,333.34	68,333.33	20,356.50	70,977.83	FY23
	06/30/24	1,763.00	68,333.33	68,333.34	-	68,333.34	20,356.50	70,096.33	FY24
	06/30/25	881.50	68,333.34	-	-	-	20,356.50	89,571.34	FY25

A34 - 740034**Loan from Auto Replacement Fund (502) to Public Facilities Fund (222)**

Loan Purpose - Funding of design & construction for 2nd Downtown Parking Garage (behind Roseville Theater)

Loan Amount - \$600,216

Loan Disbursement Date – FY2015

Interest Rate:

**The interest rate for each year is based upon the City's average annual pooled interest rate plus 1/2%, paid annual.

**Up until and including 6/30/17, the interest rate for the current year was used to calculate the interest amount (for example, the FY17 City's average annual pooled interest rate was used to calculate the 6/30/17 interest amount).

Interest rate methodology change FY18:

**Beginning FY18, the interest rate is based upon the prior year's City's average annual pooled interest rate (for example, the FY17 City's average annual pooled interest rate will be used to calculate the 6/30/18 interest amount). This policy was implemented to create more accurate budgeting and to expedite the process of calculating and recording the interest amount each year.

Payment date change FY18:

In FY18, staff recommended and City Council approved for all interfund loans with July 1 interest and/or principal payment dates be changed to a June 30 payment date. This decision was made to simplify the budgeting and accounting procedures in relation to interfund loans.

Term – 20 years

First Payment – FY2017-18

Annual Payment Amount - Varies (\$33,345.33 principal reduction, paid annually beginning in FY2017-18)

	FY15 ¹	FY16	FY17	FY18	FY19*	
Interest Rate	1.20%	1.46%	1.79%	1.79%	1.79%	
	FY20*	FY21*	FY22*	FY23*	FY24*	
Interest Rate	1.79%	1.79%	1.79%	1.79%	1.79%	
	FY25*	FY26*	FY27*	FY28*	FY29*	
Interest Rate	1.79%	1.79%	1.79%	1.79%	1.79%	
	FY30*	FY31*	FY32*	FY33*	FY34*	FY35*
Interest Rate	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%

	Date	Interest	Principal Reduction (Deferred thru		Long Term	Current	Annual Payment	
			FY16)	Loan Balance			Due	Fiscal Year
Origination	07/01/14			600,216.00				
	06/30/15			600,216.00	600,216.00			FY15
	07/01/15	7,184.59		600,216.00				
	06/30/16			600,216.00	600,216.00		7,184.59	FY16
	07/01/16	8,763.15		600,216.00				
	06/30/17			600,216.00	566,870.67	33,345.33	8,763.15	FY17
	07/01/17	10,731.86		600,216.00				
	06/30/18	10,743.87	33,345.33	566,870.67	533,525.33	33,345.33	54,821.06	FY18
	06/30/19	10,146.98	33,345.33	533,525.33	500,180.00	33,345.33	43,492.32	FY19
	06/30/20	9,550.10	33,345.33	500,180.00	466,834.67	33,345.33	42,895.44	FY20
	06/30/21	8,953.22	33,345.33	466,834.67	433,489.33	33,345.33	42,298.56	FY21
	06/30/22	8,356.34	33,345.33	433,489.33	400,144.00	33,345.33	41,701.67	FY22
	06/30/23	7,759.46	33,345.33	400,144.00	366,798.67	33,345.33	41,104.79	FY23
	06/30/24	7,162.58	33,345.33	366,798.67	333,453.33	33,345.33	40,507.91	FY24
	06/30/25	6,565.70	33,345.33	333,453.33	300,108.00	33,345.33	39,911.03	FY25
	06/30/26	5,968.81	33,345.33	300,108.00	266,762.67	33,345.33	39,314.15	FY26
	06/30/27	5,371.93	33,345.33	266,762.67	233,417.33	33,345.33	38,717.27	FY27
	06/30/28	4,775.05	33,345.33	233,417.33	200,072.00	33,345.33	38,120.39	FY28

06/30/29	4,178.17	33,345.33	200,072.00	166,726.67	33,345.33	37,523.50	FY29
06/30/30	3,581.29	33,345.33	166,726.67	133,381.33	33,345.33	36,926.62	FY30
06/30/31	2,984.41	33,345.33	133,381.33	100,036.00	33,345.33	36,329.74	FY31
06/30/32	2,387.53	33,345.33	100,036.00	66,690.67	33,345.33	35,732.86	FY32
06/30/33	1,790.64	33,345.33	66,690.67	33,345.33	33,345.33	35,135.98	FY33
06/30/34	1,193.76	33,345.33	33,345.33	-	33,345.33	34,539.10	FY34
06/30/35	596.88	33,345.33	-	-	-	33,942.21	FY35

A35 - 740035**Loan from Strategic Improvement Fund (110) to Public Facilities Fund (222)****Loan Purpose** - Funding of the 316 Vernon Building Project 151002**Loan Amount** - \$4,000,000**Loan Disbursement Date** – FY2015-16**Interest Rate:**

**The interest rate for each year is based upon the City's average annual pooled interest rate.

**Up until and including 6/30/17, the interest rate for the current year was used to calculate the interest amount (for example, the FY17 City's average annual pooled interest rate was used to calculate the 6/30/17 interest amount).

Interest rate methodology change FY18:

**Beginning FY18, the interest rate is based upon the prior year's City's average annual pooled interest rate (for example, the FY17 City's average annual pooled interest rate will be used to calculate the 6/30/18 interest amount). This policy was implemented to create more accurate budgeting and to expedite the process of calculating and recording the interest amount each year.

FY16 and FY17 interest is deferred and added to principal balance.

Terms** - 10 annual payments of initial loan plus deferred interest accrued $(4,000,000 + 38,400 + 52,014.59 \div 10 = 4,090,414.59 \div 10 = 409,041.46$ **First Payment** – 6/30/2018**Annual Payment Amount** - \$409,041.46 (principal only) + annual interest payment

	FY16¹	FY17	FY18	FY19*	FY20*
Interest Rate	0.96%	1.29%	1.29%	1.29%	1.29%
	FY21*	FY22*	FY23*	FY24*	FY25*
Interest Rate	1.29%	1.29%	1.29%	1.29%	1.29%
	FY26*	FY27*			
Interest Rate	1.29%	1.29%			

*estimated based upon current year's interest rate

Deferred Interest FY15-16 and FY16-17						

	Date	Current Interest Payable starting 6/30/18	Principal Reduction (Deferred thru FY18)	Loan Balance	Long Term	Current
Origination	07/01/15			4,000,000.00		
	06/30/16	38,400.00	-	4,038,400.00	4,038,400.00	-
	07/01/16			4,038,400.00		
	06/30/17	52,014.59	-	4,090,414.59	3,681,373.13	409,041.46
	06/30/18	52,766.35	409,041.46	3,681,373.13	3,272,331.67	409,041.46
	06/30/19	47,489.71	409,041.46	3,272,331.67	2,863,290.21	409,041.46
	06/30/20	42,213.08	409,041.46	2,863,290.21	2,454,248.76	409,041.46
	06/30/21	36,936.44	409,041.46	2,454,248.76	2,045,207.30	409,041.46
	06/30/22	31,659.81	409,041.46	2,045,207.30	1,636,165.84	409,041.46
	06/30/23	26,383.17	409,041.46	1,636,165.84	1,227,124.38	409,041.46
	06/30/24	21,106.54	409,041.46	1,227,124.38	818,082.92	409,041.46
	06/30/25	15,829.90	409,041.46	818,082.92	409,041.46	409,041.46
	06/30/26	10,553.27	409,041.46	409,041.46	0.00	409,041.46
	06/30/27	5,276.63	409,041.46	0.00	0.00	-

A36 - 740036**Loan from Strategic Improvement Fund (110) to Downtown Parking Fund (212)****Loan Amount:**

Original Loan on 2/17/16	\$ 1,967,137.00	
Increase on 7/1/16	1,500,000.00	
Deferred Interest FY16	7,868.55	
Deferred Interest FY17	44,758.07	
Increase on 11/15/17	200,000.00	
Deferred Interest FY18	47,984.95	247,984.95
Total Loan Amount as of 6/30/18	\$ 3,767,748.57	

Fiscal Year	Interest Rate	Fiscal Year	Interest Rate
2016*	0.96%	2023**	1.29%
2017	1.29%	2024**	1.29%
2018	1.29%	2025**	1.29%
2019**	1.29%	2026**	1.29%
2020**	1.29%	2027**	1.29%
2021**	1.29%	2028**	1.29%
2022**	1.29%		

	Date	Interest (Deferred through FY 2018)	Principal	Loan Balance	Long Term	Current	Annual Payment	
							Due	Fiscal Year
Origination	02/17/16			1,967,137.00				
	06/30/16	7,868.55	-	1,975,005.55	1,975,005.55	-	-	FY16
Loan Increase	07/01/16		(1,500,000.00)	3,475,005.55				
	06/30/17	44,758.07	-	3,519,763.62	3,519,763.62	-	-	FY17
Loan Increase	11/15/17		(200,000.00)	3,719,763.62				
	06/30/18	47,984.95	-	3,767,748.57	3,767,748.57	-	-	FY18
	06/30/19	48,603.96		3,816,352.53	3,816,352.53	-	-	FY19
	06/30/20	49,230.95		3,865,583.47	3,865,583.47	-	-	FY20
	06/30/21	49,866.03		3,915,449.50	3,356,099.57	559,349.93	-	FY21
	06/30/22	50,509.30	559,349.93	3,356,099.57	2,796,749.64	559,349.93	609,859.23	FY22
	06/30/23	43,293.68	559,349.93	2,796,749.64	2,237,399.71	559,349.93	602,643.61	FY23
	06/30/24	36,078.07	559,349.93	2,237,399.71	1,678,049.79	559,349.93	595,428.00	FY24
	06/30/25	28,862.46	559,349.93	1,678,049.79	1,118,699.86	559,349.93	588,212.39	FY25
	06/30/26	21,646.84	559,349.93	1,118,699.86	559,349.93	559,349.93	580,996.77	FY26
	06/30/27	14,431.23	559,349.93	559,349.93	-	559,349.93	573,781.16	FY27
	06/30/28	7,215.61	559,349.93	-	-	-	566,565.54	FY28
Totals		202,037.19	3,915,449.50				4,117,486.70	
		Total payments	4,117,486.70					

A37 - 740037**Loan from General Fund Contribution to Developers (101) to General Fund (100)**

Purpose: To cover costs related to the preparation of the Citywide Qualified Climate Action Plan, General Plan Update. The loan will be paid back by General Plan Update Fees collected and fees received in excess of the principal payment due will be made as a prepayment.

Council Approval Date 2/15/2017
Loan Disbursement Date 2/15/2017
Original Loan Amount \$ 1,000,000
Loan Period (Years) 12.5
First Principal Payment 6/30/2018
Annual Principal Payment \$ 80,000

Interest Rate:

**The interest rate for each year is based upon the City's average annual pooled interest rate.

**Up until and including 6/30/17, the interest rate for the current year was used to calculate the interest amount (for example, the FY17 City's average annual pooled interest rate was used to calculate the 6/30/17 interest amount).

Interest rate methodology change FY18:

**Beginning FY18, the interest rate is based upon the prior year's City's average annual pooled interest rate (for example, the FY17 City's average annual pooled interest rate will be used to calculate the 6/30/18 interest amount).

This policy was implemented to create more accurate budgeting and to expedite the process of calculating and recording the interest amount each year.

Payment date change FY18:

In FY18, staff recommended and City Council approved for all interfund loans with July 1 interest and/or principal payment dates be changed to a June 30 payment date. This decision was made to simplify the budgeting and accounting procedures in relation to interfund loans.

	FY17	FY18	FY19*	FY20*	FY21*	FY22*	FY23*
Interest Rate	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%

	FY24*	FY25*	FY26*	FY27*	FY28*	FY29*	FY30*
Interest Rate	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%

*estimated based upon current year's interest rate

Date	Interest	Principal	Ending Principal Balance	Long Term	Current	Annual Payment Due	Fiscal Year
06/30/16							FY16
02/15/17			1,000,000.00				
06/30/17			1,000,000.00	824,782.30	175,217.70		FY17
07/01/17	4,830.00		1,000,000.00				
06/30/18	12,900.00	175,217.70	824,782.30	744,782.30	80,000.00	192,947.70	FY18
06/30/19	10,639.69	80,000.00	744,782.30	664,782.30	80,000.00	90,639.69	FY19
06/30/20	9,607.69	80,000.00	664,782.30	584,782.30	80,000.00	89,607.69	FY20
06/30/21	8,575.69	80,000.00	584,782.30	504,782.30	80,000.00	88,575.69	FY21
06/30/22	7,543.69	80,000.00	504,782.30	424,782.30	80,000.00	87,543.69	FY22
06/30/23	6,511.69	80,000.00	424,782.30	344,782.30	80,000.00	86,511.69	FY23
06/30/24	5,479.69	80,000.00	344,782.30	264,782.30	80,000.00	85,479.69	FY24
06/30/25	4,447.69	80,000.00	264,782.30	184,782.30	80,000.00	84,447.69	FY25
06/30/26	3,415.69	80,000.00	184,782.30	104,782.30	80,000.00	83,415.69	FY26
06/30/27	2,383.69	80,000.00	104,782.30	24,782.30	80,000.00	82,383.69	FY27
06/30/28	1,351.69	80,000.00	24,782.30	0.00	24,782.30	81,351.69	FY28
06/30/29	319.69	24,782.30	0.00			25,101.99	FY29

A38 - 740038**Loan from SIF (110) to Fire Facilities Fund (220)**

Purpose: To cover costs related to the relocation of Fire Station #1. The loan will be repaid back with Fire Facility Fees.

Council Approval Date 2/15/2017

Loan Disbursement Date 2/15/2017

Original Loan Amount \$ 1,725,000

Loan Period (Years) 3.0

First Principal Payment 6/30/2018

Principal Payment (Year 1) \$ 345,000

Principal Payment (Year 2-3) \$ 690,000

Interest Rate:

**The interest rate for each year is based upon the City's average annual pooled interest rate.

**Up until and including 6/30/17, the interest rate for the current year was used to calculate the interest amount (for example, the FY17 City's average annual pooled interest rate was used to calculate the 6/30/17 interest amount).

Interest rate methodology change FY18:

**Beginning FY18, the interest rate is based upon the prior year's City's average annual pooled interest rate (for example, the FY17 City's average annual pooled interest rate will be used to calculate the 6/30/18 interest amount). This policy was implemented to create more accurate budgeting and to expedite the process of calculating and recording the interest amount each year.

Payment date change FY2018:

In FY18, staff recommended and City Council approved for all interfund loans with July 1 interest and/or principal payment dates be changed to a June 30 payment date. This decision was made to simplify the budgeting and accounting procedures in relation to interfund loans. In addition, due to available funds in the Fire Facility Fund staff recommended and City Council approved a full payment of the loan on 6/30/18.

	FY17	FY18	FY19*	FY20*
Interest Rate	1.29%	1.29%	1.29%	1.29%

*estimated based upon current year's interest rate

Payment Date	Interest	Principal**	Ending Principal Balance	Long Term	Current	Annual Payment Due	Fiscal Year
06/30/16			-			-	FY16
02/15/17			1,725,000				
06/30/17			1,725,000	-	1,725,000	-	FY17
07/01/17	8,332		1,725,000			8,332	
06/30/18	22,253	1,725,000	-	-	-	1,747,253	FY18

A40 - 740040**Loan from Water Construction (481) to Water Operations (480)**

Purpose: This loan is for the new money component of the 2015 Water Bonds that was issued for payment of the Advanced Metering Project. The 2015 Bonds were issued in the Water Construction Fund for the Water Operation Fund's portion of this project.

Repayment Source: The loan will be paid back at \$385,000 plus interest per year by Water Rates received in the Water Operations Fund.

Council Approval Date 6/7/2017
Loan Disbursement Date 6/7/2017
Original Loan Amount \$ 5,000,000
Annual Interest Rate Coupon on 2015 Water Bonds
Loan Period (Years) 13.0
First Principal Payment 6/30/2018
Principal Payment \$ 385,000

Interest Rate
 FY17 4.00%
 FY18-FY29 5.00%
 FY30 3.00%

Payment Date	Interest	Principal	Ending Principal Balance	Long Term	Current	Annual Payment Due	Fiscal Year
06/07/17			5,000,000.00				
06/30/17			5,000,000.00				
07/01/17	12,603	-	5,000,000.00	4,615,000.00	385,000		
06/30/18	250,000	385,000	4,615,000.00	4,230,000.00	385,000	647,603	FY18
06/30/19	230,750	385,000	4,230,000.00	3,845,000.00	385,000	615,750	FY19
06/30/20	211,500	385,000	3,845,000.00	3,460,000.00	385,000	596,500	FY20
06/30/21	192,250	385,000	3,460,000.00	3,075,000.00	385,000	577,250	FY21
06/30/22	173,000	385,000	3,075,000.00	2,690,000.00	385,000	558,000	FY22
06/30/23	153,750	385,000	2,690,000.00	2,305,000.00	385,000	538,750	FY23
06/30/24	134,500	385,000	2,305,000.00	1,920,000.00	385,000	519,500	FY24
06/30/25	115,250	385,000	1,920,000.00	1,535,000.00	385,000	500,250	FY25
06/30/26	96,000	385,000	1,535,000.00	1,150,000.00	385,000	481,000	FY26
06/30/27	76,750	385,000	1,150,000.00	765,000.00	385,000	461,750	FY27
06/30/28	57,500	385,000	765,000.00	380,000.00	385,000	442,500	FY28
06/30/29	38,250	385,000	380,000.00	-	380,000	423,250	FY29
06/30/30	11,400	380,000	-	-	-	391,400	FY30
Totals	1,753,502.74	5,000,000.00				6,753,502.74	
	Total payments	6,753,502.74					

Loan from Auto Replacement Fund (502) to Child Care Fund (401)

Loan Purpose - The purpose of this loan is to consolidate and restructure Loans A2 and Loans A31 and increase the balance for a new portable site.

Loan A2: This loan was entered into on 7/1/12 for \$300,000 due to a write off of an uncollectible receivable.

Loan A31: This loan was entered into on 7/1/13 for \$205,000 for the purpose of Funding of Fiddymment Farms School Site/Portable.

Loan Increase: This loan was entered into for \$300,000 on 6/30/18 for the purpose of Funding of Orchard Ranch School Site/Portable.

Loan A2	300,000.00
Loan A2 Deferred Interest	7,440.00
Loan A31	205,000.00
Loan A31 Deferred Interest	9,778.50
Loan Increase	300,000.00
	<u>822,218.50</u>

Loan Amount: \$300,000

Council Approval Date: 5/16/18

Interest Rate:

The interest rate is based upon the prior year's City's average annual pooled interest rate (for example, the FY17 City's average annual pooled interest rate will be used to calculate the 6/30/18 interest amount). This policy was implemented to create more accurate budgeting and to expedite the process of calculating and recording the interest amount each year.

Term: 15 years

First Payment: FY18

Annual Payment Amount: \$50,000, \$57,218.50, and \$55,000 principal reduction paid annually on 6/30/18, 6/30/19, and 6/30/20 to 6/30/32, respectively.

	FY18	FY19*	FY20*	FY21*	FY22*	FY23*	FY24*	FY25*
Interest Rate	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%

	FY26*	FY27*	FY28*	FY29*	FY30*	FY31*	FY32*
Interest Rate	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%

*estimated based upon current year's interest rate

Date	Interest	Principal Reduction	Loan Balance	Long Term	Current Portion	Annual Payment Due	Fiscal Year
06/30/18 Loan Disbursement			822,218.50				
06/30/18	3,870.00	50,000.00	772,218.50	715,000.00	57,218.50	53,870.00	FY18
06/30/19	9,961.62	57,218.50	715,000.00	660,000.00	55,000.00	67,180.12	FY19
06/30/20	9,223.50	55,000.00	660,000.00	605,000.00	55,000.00	64,223.50	FY20
06/30/21	8,514.00	55,000.00	605,000.00	550,000.00	55,000.00	63,514.00	FY21
06/30/22	7,804.50	55,000.00	550,000.00	495,000.00	55,000.00	62,804.50	FY22
06/30/23	7,095.00	55,000.00	495,000.00	440,000.00	55,000.00	62,095.00	FY23
06/30/24	6,385.50	55,000.00	440,000.00	385,000.00	55,000.00	61,385.50	FY24
06/30/25	5,676.00	55,000.00	385,000.00	330,000.00	55,000.00	60,676.00	FY25
06/30/26	4,966.50	55,000.00	330,000.00	275,000.00	55,000.00	59,966.50	FY26
06/30/27	4,257.00	55,000.00	275,000.00	220,000.00	55,000.00	59,257.00	FY27
06/30/28	3,547.50	55,000.00	220,000.00	165,000.00	55,000.00	58,547.50	FY28
06/30/29	2,838.00	55,000.00	165,000.00	110,000.00	55,000.00	57,838.00	FY29
06/30/30	2,128.50	55,000.00	110,000.00	55,000.00	55,000.00	57,128.50	FY30
06/30/31	1,419.00	55,000.00	55,000.00	-	55,000.00	56,419.00	FY31
06/30/32	709.50	55,000.00	-	-	-	55,709.50	FY32
Totals	<u>78,396.12</u>	<u>822,218.50</u>				<u>900,614.62</u>	
Total payments		<u>900,614.62</u>					



COUNCIL COMMUNICATION

CC #: 9242

File #: 0900-02 & 0201-01

Title: Well Destruction Project - Budget Adjustment
Contact: Colleen Boak 916-774-5535 cboak@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 7.28.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt an ordinance approving a budget adjustment that will transfer \$25,155.66 from the Water Rehabilitation Fund to the Well Destruction Project (#173005);
2. Adopt a resolution to approve an increase in the change order authority amount from ten percent (10%) to twenty percent (20%).

BACKGROUND

On September 20, 2017, the City Council authorized the City Manager to execute a contract agreement with Clyde G. Steagall, Inc. for the Well Destruction Project. Notice to proceed was subsequently issued and work began.

The scope of the project included the destruction of three historic potable water wells which have not been in use by the Water Utility for several decades. Well #1 is located at 402 Atlantic Street, Well #2 is located at 213 Church Street and Well #3 at 120 Pacific Street. They were installed between 1948 and 1978. The procedure for destruction of these wells included removal of "top side" improvements, perforation of the well casings, followed by filling of the casing with a concrete mixture to seal the space.

For the Pacific Street Well, the required amount of concrete estimated to fill the casing was sufficient and the destruction process was successfully completed.

However, the remaining wells (Atlantic Street and Church Street wells) had large geological voids outside their casings and would require significantly increased quantities of concrete to achieve a proper seal, per the California State Water Resources Control Board's (CSWRCB) well destruction standards. The presence of these voids was not discoverable until such time as destruction activities had begun, specifically, the injection of concrete.

The Atlantic Street well was successfully destroyed, but required an additional 25 cubic yards of concrete above the estimated contract quantity. At that time it was determined by the City's hydrogeological consultant that the Church Street well would also require more concrete than

originally estimated to successfully complete the well destruction process. The Contractor developed an estimate for the additional quantity based upon the comparable activities at the Atlantic Street well.

To ensure the remaining well destruction can be completed per the CSWRCB's requirements, staff has determined that a budget adjustment is necessary to account for additional yardage of concrete in excess of the remaining contingency funds for the project. Therefore, staff is requesting that City Council approve an increase in the change order authority from ten percent (10%) to twenty percent (20%) to cover the additional costs.

The project site has been temporarily closed up to maintain public safety and access through the area.

FISCAL IMPACT

The original contract value as awarded totaled \$319,652.00, with a ten percent (10%) change order authority of \$31,965.20 for a total not-to-exceed value of \$351,617.20. Change orders totaling \$16,870.86 have been issued to account for the differing site conditions described earlier, leaving \$15,094.34 remaining in contingency funds. Clyde G. Steagall, Inc. has provided a proposal for their estimate of the remaining concrete required in the Not-to-Exceed amount of \$40,250.00.

Environmental Utilities staff is requesting the City Council approve a budget adjustment for an additional \$25,155.66 in Water Rehabilitation funds to fully fund the remaining work. Sufficient funds are available within the Water Rehabilitation Fund to accommodate this requested adjustment.

ECONOMIC DEVELOPMENT / JOBS CREATED

The requested budget adjustment and amendment are not anticipated to create any additional jobs.

ENVIRONMENTAL REVIEW

The proposed project involves the maintenance/destruction 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,

Colleen Boak, Assistant Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Ordinance No. 5971

Request for Budget Adjustment

Resolution No. 18-160

ORDINANCE NO. 5971

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Well Destruction project, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$25,156.00.

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 _____, 2018, 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*: Colleen Boak

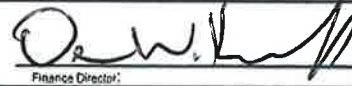
DEPARTMENT/DIVISION*: Environmental Utilities/Technical Services

FISCAL YEAR/EFFECTIVE DATE*: FY 18/ May 16, 2018

PROPOSED COUNCIL DATE (if applicable): 05/16/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
25,156	30003	6130	482	173005	45	Well Destruction Project
\$ 25,156	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
25,156			482			Available Resources - Water Rehabilitation Fund
\$ 25,156	TOTAL					

FINANCE USE	Approved: 	
	BUDGET MANAGER/DESIGNEE	Finance Director
	DATE 4/12/18	DATE 4/12/18

Justification for Budget Adjustment*:

Unforeseen site conditions (geological voids) have necessitated additional yards of concrete in order to destroy and seal wells per state regulations.

Approved: 	Approved: 
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE 4-11-18	DATE

RESOLUTION NO. 18-160

APPROVING AN INCREASE IN CHANGE ORDER AUTHORITY

WHEREAS, a construction agreement with Clyde C, Steagall, Inc. for the Well Destruction project was approved by City Council on September 20, 2017; and

WHEREAS, due to geological voids that were not discoverable until destruction began, more concrete is needed to complete the job than originally estimated; and

WHEREAS, staff is therefore recommending an increase in the change order authority amount from ten percent (10%) to twenty percent (20%); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Environmental Utilities Director or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed twenty percent (20%) of the original contract price.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9254

File #: 0103-32-02

Title: Proposition 69 Ballot Measure and Repeal of Senate Bill 1

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

Meeting Date: 5/23/2018

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff requests the City Council's direction on the resolution to support the Proposition 69 ballot measure and to oppose the Initiative to repeal Senate Bill 1 (SB-1). If no action is taken, then staff requests Council's direction to support only the Proposition 69 ballot measure, or direct staff to take no action.

BACKGROUND

At the April 2018 Law and Regulation Committee meeting, the Committee recommended that staff bring the Proposition 69 ballot measure and the initiative to repeal SB-1 to the City Council for its consideration.

Proposition 69 is a measure on the June statewide ballot to provide additional protections for transportation revenues. It is a constitutional amendment to prohibit the Legislature from diverting or borrowing any new transportation revenues for non-transportation improvement purposes to ensure that revenues passed by the Legislature to pay for road and highway maintenance will be spent exclusively on transportation. It was placed on the ballot by Assembly Constitutional Amendment 5 (Frazier), which passed the Legislature last year as part of the transportation package. Additionally, efforts are currently underway to place a proposition on the November 2018 statewide ballot to repeal SB 1.

Proposition 69 extends constitutional protections to all new revenues from vehicle fee and gasoline and diesel tax revenues generated by SB 1 that are not currently protected. It prohibits the Legislature from borrowing the new revenues or using them for any reason not currently outlined, including prohibiting loaning the funds to the State General Fund or another special fund.

Proposition 69 was part of a legislative package that included SB 1. Without SB 1, Proposition 69 would not affect anything. SB 1, which was also known as the Road Repair and Accountability Act of 2017, enacted an estimated annual \$5.2 billion increase in transportation-related taxes and fees, including a 12 cents-per-gallon increase of the gasoline excise tax, a 20 cents-per-gallon increase of the diesel excise tax, a 4 percent increase of the diesel sales tax, an annual \$25 to

\$100 Transportation Improvement Fee based on the market value of a vehicle, starting January 1, 2018, and an annual \$100 zero-emission vehicles fee (ZEV), starting July 1, 2020. The fee would be paid starting on the second and subsequent year of ownership of a new ZEV, model year 2020 or later.

Proposition 69 would require that revenue from the diesel sales tax and Transportation Improvement Fee (TIF) be dedicated for transportation-related purposes. As of 2018, the state constitution prohibited the legislature from using gasoline excise-tax revenue or diesel excise-tax revenue for general non-transportation purposes. The amendment would require the diesel sales tax revenue to be deposited into the Public Transportation Account, which was designed to distribute funds for mass transportation and rail systems. Proposition 69 would require the TIF revenue be spent on public streets and highways and public transportation systems. Although SB 1 requires revenue from the zero-emission vehicles fee to be placed in the Road Maintenance and Rehabilitation Account, Proposition 69 does not contain a provision creating a constitutional mandate for zero-emission vehicles fee revenue.

Senate Bill 1

SB 1 itself could potentially be in jeopardy this fall due to efforts to repeal the measure through a November 2018 statewide ballot proposition. If approved, the initiative would eliminate the gas tax in its entirety. The governor signed SB 1 into law last year as a way to address a \$59 million deferred maintenance backlog on state highways and \$78 billion needed for local streets and roads. The City's public works department receives more than \$3 million from SB 1 for roadway maintenance and other transportation-related services. If SB 1 is repealed, it would eliminate guaranteed funding for cities and counties for road maintenance and limit future state funding for transportation projects.

The Fix Our Roads Coalition, of which the City of Roseville is a member, is requesting coalition members support Proposition 69 and oppose the repeal of SB 1. The California Association of Councils of Governments (CALCOG), California State Association of Counties (CSAC), League of California Cities and many other members of the coalition have taken this position to support Proposition 69 and oppose the repeal of SB

Conclusion

The effects of each of these measures have implications for the City and its ability to maintain and undertake transportation-related activities and projects now and into the future. Staff requests the Council's input and direction on supporting Proposition 69 and opposing the repeal of SB 1.

FISCAL IMPACT

The costs of these activities are contained within the City's current budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

The activities contained in this report will not result in job development or creation.

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 action of reviewing proposed CEQA legislation does not include the potential for a significant environmental effect, therefore is not subject to CEQA.

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan MacPherson, Public Affairs and Communications Director

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-183

Resolution No. 18-184

RESOLUTION NO. 18-183

RESOLUTION TO SUPPORT PROP 69 AND OPPOSE SENATE BILL-1 REPEAL

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating at an increasing rate; and

WHEREAS, cities and counties are facing a funding shortfall of \$73 billion over the next 10-years to repair and maintain in a good condition the local streets and roads system and the State Highway System has \$57 million worth of deferred maintenance; and

WHEREAS, SB-1 – the Road Repair and Accountability Act of 2017 – will raise approximately \$5.4 billion annually in long-term, dedicated transportation funding to rehabilitate and maintain local streets, roads, and highways, make critical, life-saving safety improvements, repair and replace aging bridges and culverts, reduce congestion and increase mobility options including bicycle and pedestrian facilities with the revenues split equally between state and local projects; and

WHEREAS, Senate Bill 1 (SB-1) provides critically-needed funding in the City of Roseville that will be used for:

- State Transit Assistance - Roseville received \$720,886 in STA funds, of which approximately \$325,000 came from SB-1. This money is used for transit operations needed to operate the local bus system.
- State of Good Repair (SGR) - Roseville received \$159,896 in SB-1 SGR funds for maintenance of the Roseville Transit local fixed route bus fleet.
- Roller Compacted Concrete Project - \$1,330,000 SB-1 Money towards \$8 million project – Reconstructing 2 miles of failing arterial roadways with long lasting, cost saving roller compacted concrete.
- 2019 Residential Resurfacing Project - \$1,695,000 SB-1 Money towards \$2.25 million project – Resurfacing the Hillcrest neighborhood, and

WHEREAS, SB-1 contains strong accountability and transparency provisions to ensure the public knows how their tax dollars are being invested and the corresponding benefits to their community including annual project lists that identify planned investments and annual expenditure reports that detail multi-year and completed projects; and

WHEREAS, SB-1 requires the State to cut bureaucratic redundancies and red tape to ensure transportation funds are spent efficiently and effectively, and also establishes the independent office of Transportation Inspector General to perform audits, improve efficiency and increase transparency; and

WHEREAS, Proposition 69 on the June 2018 ballot would add additional protections for taxpayers by preventing the State Legislature from diverting or raiding any new transportation revenues for non-transportation improvement purposes; and

WHEREAS, there is also a proposed ballot measure aimed for the November 2018 ballot (Attorney General #17-0033) that would repeal the new transportation revenues provided by SB-1 and make it more difficult to increase funding for state and local transportation improvements in the future; and

WHEREAS, this proposed November proposition would raid \$ 3 million annually dedicated to the City of Roseville, and halt critical investments in future transportation improvement projects in our community; and

THEREFORE BE IT RESOLVED, that the City of Roseville hereby supports Proposition 69, the June 2018 constitutional amendment to prevent new transportation funds from being diverted for non-transportation purposes; and

THEREFORE BE IT RESOLVED, that the City of Roseville hereby opposes the proposed November ballot proposition (Attorney General #17-0033) that would repeal the new transportation funds and make it more difficult to raise state and local transportation funds in the future; and

THEREFORE BE IT FURTHER RESOLVED, that the City of Roseville supports and can be listed as a member of the Coalition to Protect Local Transportation Improvements, a diverse coalition of local government, business, labor, transportation and other organizations throughout the state, in support of Proposition 69 and in opposition to the repeal of SB-1.

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

RESOLUTION NO. 18-184
RESOLUTION IN SUPPORT OF PROPOSITION 69

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating at an increasing rate; and

WHEREAS, cities and counties are facing a funding shortfall of \$73 billion over the next 10-years to repair and maintain in a good condition the local streets and roads system and the State Highway System has \$57 million worth of deferred maintenance; and

WHEREAS, SB 1 – the Road Repair and Accountability Act of 2017 – will raise approximately \$5.4 billion annually in long-term, dedicated transportation funding to rehabilitate and maintain local streets, roads, and highways, make critical, life-saving safety improvements, repair and replace aging bridges and culverts, reduce congestion and increase mobility options including bicycle and pedestrian facilities with the revenues split equally between state and local projects; and

WHEREAS, these transportation revenues should be constitutionally protected to ensure funds are used only for transportation purposes; and

WHEREAS, Proposition 69 on the June 2018 ballot would add another layer of accountability by preventing the State Legislature from diverting or raiding any new transportation revenues for non-transportation improvement purposes.

THEREFORE BE IT RESOLVED, that the City of Roseville hereby supports Proposition 69 on the June 2018 ballot to prevent new transportation funds from being diverted for non-transportation purposes; and

THEREFORE BE IT FURTHER RESOLVED, that the City of Roseville supports and can be listed as a member of the Coalition to Protect Local Transportation Improvements, a diverse coalition of local government, business, labor, transportation and other organizations throughout the state, in support of Proposition 69.

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 #: 9243

File #: 0206-03-01

Title: Westbrook Community Facilities District No. 1, Series 2018 Bond Issuance

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

Meeting Date: 5/23/2018

Item #: 8.2.

RECOMMENDATION TO COUNCIL

It is requested that the City Council adopt the following resolution (attached):

Resolution Authorizing the Issuance of Special Tax Bonds for and on Behalf of the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities), Approving and Directing the Execution of Supplement No. 1 to the Fiscal Agent Agreement, Approving the Form of Preliminary Official Statement, Approving the Sale of Such Bonds, and Approving Other Related Documents and Actions.

BACKGROUND

Westbrook Community Facilities District No. 1 (Public Facilities) was formed on April 16, 2014 with the adoption of Resolution 14-131. The maximum authorized indebtedness for the District is \$90,000,000. The 2018 Bonds to be issued will be secured on parity with the District's outstanding bonds captioned "\$14,355,000 City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2014", which were issued on December 18, 2014, and are currently outstanding in the aggregate principal amount of \$14,235,000.

The 2018 Bonds are the second series of bonds being issued for the District and are being issued to (1) construct and acquire certain public facilities of benefit to the District, (2) increase the amount in the debt service reserve fund (3) provide capitalized interest, and (4) pay costs of issuance of the Bonds. An additional series of bonds is expected to be issued in the future to facilitate development in Phase 3 of the project.

FISCAL IMPACT

The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs for the debt service, CFD administration, and any authorized pay-as-you-go facilities. The

issuance of this second series of bonds will not impact the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The number of jobs created by the issuance of the 2018 Bonds is unknown.

ENVIRONMENTAL REVIEW

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

COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest cost of the Bonds: 4.30%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): \$530,400; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized interest, if any): \$10,630,000; and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: \$23,115,000.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Finance Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-178

Supplemental Fiscal Agent Agreement

Preliminary Official Statement

RESOLUTION NO. 18-178

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF SUPPLEMENT NO. 1 TO FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, this City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form the Westbrook Community Facilities District No. 1 (Public Facilities) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for the District in the maximum aggregate principal amount of not to exceed \$90,000,000 (the "Bond Authorization"); and

WHEREAS, the City previously issued for and on behalf of the District, the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2014 (the "Series 2014 Bonds"), in the initial principal amount of \$14,355,000, which 2014 Bonds constituted the first series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, City now desires to issue the second series of the special tax bonds pursuant to the Bond Authorization, as described in more detail herein (the "Bonds"); and

WHEREAS, there has been submitted to the Council a Supplemental Agreement No. 1 to Fiscal Agent Agreement (the "Supplemental Agreement"), which will supplement and amend the Fiscal Agent Agreement, dated as of December 1, 2014 (as so supplemented, the "Fiscal Agent Agreement"), between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, providing for the issuance of the Bonds of the City for the District, and the Council, with the aid of City staff, has reviewed the Supplemental Agreement and found it to be in proper order, and now desires to approve the Supplemental Agreement and the issuance of the Bonds; and

WHEREAS, the City proposes to sell the Bonds to Piper Jaffray & Co., as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has reviewed the Bond Purchase Agreement and the Preliminary Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Findings.** This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the Bonds, on a parity with the 2014 Bonds, for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2018" in an aggregate principal amount not to exceed \$15,000,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within the District subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the outstanding bonds plus the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within the District.

4. **Supplemental Agreement.** The Council hereby approves the Supplemental Agreement in the form presented to the Council at this meeting. The City Manager, Chief Financial Officer, Finance Director or such other person or persons as any of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Supplemental Agreement, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City ("Bond Counsel"). The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Supplemental Agreement. The Council hereby authorizes the delivery and performance by the City of the Supplemental Agreement and the Fiscal Agent Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. **Approval of Official Statement.** The Council hereby approves the Preliminary Official Statement with respect to the Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the

Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, to deliver to the Underwriter a certificate with respect to the information set forth therein and to deliver to the Underwriter a continuing disclosure undertaking, the form of which is included as part of the Preliminary Official Statement, in substantially such form, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

7. Approval of Bond Purchase Agreement. The Council hereby approves the Bond Purchase Agreement between the City and the Underwriter, in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed \$15,000,000 or result in an underwriter's discount in excess of 1.2%, or a true interest cost in excess of 5.5%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. Actions Authorized. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

9. Effectiveness. This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2018, by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1 TO
FISCAL AGENT AGREEMENT**

by and between

CITY OF ROSEVILLE

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent**

Dated as of _____ 1, 2018

Relating to:

**\$ _____
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds
Series 2018**

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SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT (this "Supplemental Agreement No. 1" or "Agreement"), dated as of _____ 1, 2018, is by and between the CITY OF ROSEVILLE, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the "District"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as fiscal agent (the "Fiscal Agent") under a Fiscal Agent Agreement, dated as of December 1, 2014 (the "Original Fiscal Agent Agreement") by and between the Fiscal Agent and the City.

RECITALS:

WHEREAS, the City Council of the City has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 14-131 of the City Council adopted on April 16, 2014; and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for the District in the maximum aggregate principal amount of not to exceed \$90,000,000 (the "Bond Authorization"); and

WHEREAS, pursuant to the provisions of the Act and the Original Fiscal Agent Agreement, on December 18, 2014, the City issued, for and on behalf of the District, \$14,355,000 initial principal amount of City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2014 (the "2014 Bonds") for the purpose of financing various public improvements authorized to be funded by the District, which 2014 Bonds constituted the first series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, Section 5.17 of the Original Fiscal Agent Agreement authorizes the issuance by Supplemental Agreement of Additional Bonds (as such terms are defined in the Original Fiscal Agent Agreement) secured under the Original Fiscal Agent Agreement on a parity with the 2014 Bonds; and

WHEREAS, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the City, for and on behalf of the District, to provide for the issuance of City of Roseville Community Facilities District No. 1 Special Tax Bonds, Series 2018 in the initial aggregate principal amount of \$_____ (the "2018 Bonds"), to provide moneys needed to construct and acquire the facilities necessary for development of property within the City; and

WHEREAS, this Supplemental Agreement No. 1 is a "Supplemental Agreement" as defined in Section 1.03 of the Original Fiscal Agent Agreement and the 2018 Bonds are "Additional Bonds" as defined in Section 1.03 of the Original Fiscal Agent Agreement and

secured under the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 1, on a parity with the 2014 Bonds;

WHEREAS, the City and the Fiscal Agent desire to enter into this Supplemental Agreement No. 1 pursuant to Sections 5.17 of the Original Fiscal Agent Agreement and to provide for the issuance of the 2018 Bonds;

WHEREAS, in providing for the issuance of the 2018 Bonds, it is necessary to supplement and amend the Original Fiscal Agent Agreement, as more particularly provided in Section 1 and Section 2 hereof, as such supplements and amendments are authorized by Sections 5.17 and 8.05 of the Original Fiscal Agent Agreement; and

WHEREAS, the City has determined that all acts and proceedings required by law necessary to make the 2018 Bonds, when executed by the City for the District, authenticated and delivered by the Fiscal Agent and duly issued, the valid, binding and legal special obligations of the City for the District, and to constitute the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 1, a valid and binding agreement for the uses and purposes herein and therein set forth, in accordance with its terms, have been done or taken and the execution and delivery of this Supplemental Agreement No. 1 have been in all respects duly authorized.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Supplement to Original Fiscal Agent Agreement. In accordance with the provisions of Section 5.17 and 8.05 of the Original Fiscal Agent Agreement, the Original Fiscal Agent Agreement is hereby amended by adding a new article thereto, to be designated as Article X. Such Article X shall read in its entirety as follows:

ARTICLE X

2018 BONDS

Section 10.01. Definitions. The Original Fiscal Agent Agreement is amended to add the following definitions to Section 1.03.

"Article X" means this Article X which has been incorporated in and made a part of this Agreement pursuant to Supplemental Agreement No. 1, together with all amendments of and supplements to this Article X entered into pursuant to the provisions of Section 8.01.

"Continuing Disclosure Certificate" means (i) with respect to the 2014 Bonds, the Continuing Disclosure Agreement, dated as of December 18, 2014, by and between the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof and (ii) with respect to the 2018 Bonds, the Continuing Disclosure Agreement, dated as of _____, 2018, by and among the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Interest Payment Dates" means (i) with respect to the 2014 Bonds, March 1 and September 1 of each year, commencing March 1, 2015, and (ii) with respect to the 2018 Bonds, March 1 and September 1 of each year, commencing _____ 1, 20__.

"Supplemental Agreement No. 1" means Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2018, between the City, for and on behalf of the District, and the Fiscal Agent.

"2018 Bonds" means the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2018, authorized to be issued under Section 10.02.

"2018 Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the 2018 Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent including its first annual administration fee, expenses incurred by the City in connection with the issuance of the 2018 Bonds, financial advisor fees, 2018 Bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, disclosure counsel, charges for execution, transportation and safekeeping of the 2018 Bonds and other costs, charges and fees in connection with the foregoing.

"2018 Costs of Issuance Fund" means the fund by that name established and held by the Fiscal Agent pursuant to Section 10.07.

"2018 Improvement Account" means the account by that name established in Section 3(B) of this Supplemental Agreement No. 1 hereof.

"Term 2018 Bonds" means the 2018 Bonds maturing September 1, ____ and ____.

Section 10.02. Authorization of 2018 Bonds. 2018 Bonds in the aggregate principal amount of _____ Dollars (\$_____), are hereby authorized to be issued as Additional Bonds under and subject to the terms of this Agreement, the Act, and other applicable laws of the State of California. Jurisdiction is hereby reserved to issue Additional Bonds hereunder in the maximum principal amount of \$_____; provided that the maximum aggregate principal amount of bonds which may be issued for the District, including Bonds outstanding under this Agreement shall not exceed \$90,000,000.

Section 10.03. Terms of 2018 Bonds.

(A) Form; Denominations. The 2018 Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof.

(B) Date of Bonds. The 2018 Bonds shall be dated the Closing Date for the 2018 Bonds.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2018 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2018 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2018 Bonds. In addition, failure on the

part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities, Interest Rates. The 2018 Bonds shall mature and become payable on September 1 in each of the years, and shall bear interest at the rates per annum (based on a 360-day year composed of 12 30-day months) as follows:

<u>Maturity Date</u> <u>(Sept. 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity Date</u> <u>(Sept.1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
--	-----------------------------------	--------------------------------	---	-----------------------------------	--------------------------------

(E) Interest and Method of Payment. Interest on the 2018 Bonds shall be payable as provided in Section 2.02(E) of this Agreement, with the Closing Date as used therein being the Closing Date as defined in Section 1.02, and payments shall be made on the 2018 Bonds as provided in Section 2.02(F), with the first Interest Payment Date being _____ 1, 20__.

Section 10.04. Redemption of 2018 Bonds.

(A) Redemption. (i) *Optional Redemption.* The 2018 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds, as a whole or in part, on any date at the following respective redemption prices (expressed as percentages of the principal amount of the 2018 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption</u> <u>Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

(ii) *Mandatory Redemption From Prepayments.* The 2018 Bonds shall be subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2018 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption</u> <u>Price</u>
March 1, 20__ to and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101

September 1, 20__ and any Interest Payment Dates thereafter 100

(iii) *Mandatory Sinking Payment Redemption.* The Term 2018 Bonds maturing September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (September 1)	Sinking Fund Payment
---	-------------------------

(maturity)

The Term 2018 Bonds maturing September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (September 1)	Sinking Fund Payment
---	-------------------------

(maturity)

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2018 Bonds as directed by the City in an Officer's Certificate.

In lieu of redemption under this Section 10.04, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2018 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2018 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2018 Bonds pursuant to subsections (A)(i) and (A)(ii) not less than sixty (60) days prior to the applicable redemption date.

(C) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under this Section 10.04(A), moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for

purchase of Outstanding 2018 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2018 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such 2018 Bonds were to be redeemed in accordance with this Agreement.

(D) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to the Municipal Securities Rulemaking Board, and to the respective registered Owners of any 2018 Bonds designated for redemption, at their addresses appearing on the 2018 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2018 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2018 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2018 Bond numbers of the 2018 Bonds to be redeemed by giving the individual CUSIP number and 2018 Bond number of each 2018 Bond to be redeemed or shall state that all 2018 Bonds between two stated 2018 Bond numbers, both inclusive, are to be redeemed or that all of the 2018 Bonds of one or more maturities have been called for redemption, shall state as to any 2018 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2018 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2018 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2018 Bonds under Section 10.04(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2018 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Upon the payment of the redemption price of 2018 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2018 Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Agreement for the redemption of less than all of the 2018 Bonds of any maturity, the Fiscal Agent shall select the 2018 Bonds to be redeemed, from all 2018 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of 2018 Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a

new 2018 Bond or 2018 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2018 Bond or 2018 Bonds.

(E) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2018 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2018 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2018 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2018 Bonds and issue a certificate of destruction thereof to the City.

Section 10.05. Form of 2018 Bonds; Authentication and Delivery.

(A) Form of 2018 Bonds. The 2018 Bonds, the form of Fiscal Agent's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit B attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement and the Act.

(B) Execution of 2018 Bonds. The 2018 Bonds shall be executed on behalf of the City by the Chairman of the Board of Directors thereof and the Secretary of the Board of Directors of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City shall be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any 2018 Bond ceases to be such officer before delivery of the 2018 Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2018 Bonds to the Owner. Any 2018 Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such 2018 Bond shall be the proper officers of the City although at the nominal date of such 2018 Bond any such person shall not have been such officer of the City.

Only such of the 2018 Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit B, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Fiscal Agent shall be conclusive evidence that such 2018 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

(C) Authentication and Delivery of 2018 Bonds. At any time after the execution of Supplemental Agreement No. 1 and delivery by the City of an Officer's Certificate that the requirements of Section 5.17 for the issuance of the 2018 Bonds as Additional Bonds have been met, the City may issue the 2018 Bonds for the District in the aggregate principal amount set forth in Section 10.02 and deliver the 2018 Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the 2018 Bonds in accordance with the provisions of the Act and this Agreement, as supplemented by Supplemental Agreement No. 1, to authorize the payment of 2018 Costs of Issuance and costs of the Project by the Fiscal Agent from the proceeds of the 2018 Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the 2018 Bonds to the Original Purchaser. The

provisions of Sections 2.06 through 2.13 of the Original Fiscal Agent Agreement shall apply to the 2018 Bonds in a like manner as applied to the 2014 Bonds.

Section 10.06. Application of Proceeds of Sale of 2018 Bonds. The proceeds of the purchase of the 2018 Bonds by the Original Purchaser in the amount of \$_____, calculated as 100% of the principal amount of the 2018 Bonds, less an underwriter's discount of \$_____ and less an original issue discount of \$_____, shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

- (i) Deposit in the 2018 Improvements Account of the Improvement Fund \$_____;
- (ii) Deposit in the 2018 Bonds Reserve Account of the Reserve Fund \$_____;
- (iii) Deposit in the 2018 Capitalized Interest Account of the Bond Fund \$_____; and
- (iv) Deposit in the 2018 Costs of Issuance Fund \$_____;

In accordance with Section 4.03(A), the Fiscal Agent shall establish a separate subaccount within the Reserve Fund known as the "2018 Bonds Reserve Account," which shall be held by the Fiscal Agent and administered as set forth in the Agreement.

The Fiscal Agent may, in its discretion, establish a temporary fund or account in its books and records to facilitate transfers required under this Section 10.06.

Section 10.07. 2018 Costs of Issuance Fund. There is hereby established a separate fund to be known as the "2018 Costs of Issuance Fund", which shall be held by the Fiscal Agent in trust. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay 2018 Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by the Treasurer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all 2018 Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a 2018 Costs of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall maintain the 2018 Costs of Issuance Fund for a period of 45 days from the Closing Date and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the 2018 Improvement Account. Thereafter, every invoice received by the Fiscal Agent shall be paid from amounts on deposit in the 2018 Improvement Account and the Fiscal Agent shall close the 2018 Costs of Issuance Fund. Moneys in the 2018 Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the 2018 Costs of Issuance Fund to be used for the purposes of such fund.

Section 10.08. Procedure for Disbursement of 2018 Improvements Account. (A) Disbursements. Disbursements from the 2018 Improvements Account shall be made by the Fiscal Agent according to the procedure set forth in Section 3.04.

(B) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(C) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project have been paid or are not required to be paid from the Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Fiscal Agent for deposit in the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 10.09. Security for 2018 Bonds. The 2018 Bonds shall be Additional Bonds which shall be secured in the manner and to the extent set forth in Articles IV and V, and in this Article X.

Section 10.10. Effect of this Article X. Except as in this Article X expressly provided or except to the extent inconsistent with any provision of this Article X, the 2018 Bonds shall be deemed to be "Bonds" under and within the meaning of Section 1.03, and every term and condition contained in the foregoing provisions of this Agreement shall apply to the 2018 Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article X.

SECTION 2. Attachment of Exhibit B. The Original Fiscal Agent Agreement is hereby further amended by incorporating therein an Exhibit B setting forth the form of the 2018 Bonds, which shall read in its entirety as set forth in Exhibit A attached hereto and hereby made a part hereof.

SECTION 3. Additional Amendments to Original Fiscal Agent Agreement. The Original Fiscal Agent Agreement is hereby further amended as follows:

(A) Section 1.03 of the Agreement is hereby further amended by deleting the term "2014 Bond Fund" therein, and by inserting therein, in lieu thereof, the following: "Bond Fund" means the fund by that name (now renamed the "Bond Fund") established pursuant to Section 4.02(A) hereof.

(B) Section 3.04(A) of the Agreement is hereby amended by adding thereto, as a new third sentence thereof, the following: "There is also hereby created within the Improvement Fund a separate account designated as the "2018 Improvement Account" of the Improvement Fund, which account is hereby established for purposes of accounting for the use and disposition of 2018 Bond proceeds directed to the Improvement Fund pursuant to Section 10.06 and 10.08.

(C) The first sentence of Section 4.01 of the Agreement is hereby amended to state, "All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. In addition, with respect to each Series of Bonds, all moneys in the applicable subaccount of the Reserve Fund for such Series is hereby pledged to secure the repayment of the applicable Series."

(D) Section 4.02(A) of the Agreement is hereby amended by adding thereto, as a new last sentence of the first paragraph thereof, the following: "There is also hereby created within the Bond Fund a "2018 Capitalized Interest Account" which account is hereby established for purposes of accounting for the disposition of 2018 Bonds, a portion of the proceeds of which will be deposited to such 2018 Capitalized Interest Account pursuant to Section 10.06. The amount deposited to the 2018 Capitalized Interest Account and any investment earnings thereon shall be used solely to make payments on the 2018 Bonds, and the amount deposited to the 2018 Capitalized Interest Account and any investment earnings thereon shall be applied solely to make payments on the 2018 Bonds as follows:

March 1, 20__ and
September 1, 20__:

The amount necessary, taking into account any amounts then on deposit in the Bond Fund available for such purpose, to pay interest on the 2018 Bonds on the Interest Payment Date which occurs on such date.

March 1, 20__:

All amounts then on deposit, if any, in the Capitalized Interest Account.

(E) The covenant of the City in Section 5.10 to apply the Tax Escalation Factor provided for in the rate and method of apportionment in each Fiscal Year beginning in Fiscal Year 2015-16 and continuing for each Fiscal Year thereafter through Fiscal Year 2043-44 is modified to delete "2043-44" and to replace it with "2047-48."

(F) The second paragraph of Section 8.01 of the Agreement is hereby amended by deleting the period at the end of clause (D) thereof and by inserting therein, in lieu thereof, the following: "; and (E) in connection with the issuance of Additional Bonds under Section 5.17 hereof."

(G) References in the Original Fiscal Agent Agreement to the 2014 Bonds which, if the context requires reference to the 2014 Bonds and any Additional Bonds in order to maintain the parity relationship of the 2014 Bonds and any Additional Bonds and the security therefor, shall be deemed to refer to "Bonds" as defined in the Original Fiscal Agent Agreement rather than "2014 Bonds."

SECTION 4. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Supplemental Agreement No. 1 shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Supplemental Agreement No. 1. The City hereby declares that it would have entered into this Supplemental Agreement No. 1 and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2018 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Supplemental Agreement No. 1 may be held illegal, invalid or unenforceable.

SECTION 5. Execution in Counterparts. This Supplemental Agreement No. 1 may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6. Governing Law. This Supplemental Agreement No. 1 shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, the City and the Fiscal Agent have caused this Supplemental Agreement No. 1 to Fiscal Agent Agreement to be executed as of _____ 1, 2018.

CITY OF ROSEVILLE, a municipal corporation,
for and on behalf of the City of Roseville
Westbrook Community Facilities District No. 1
(Public Facilities)

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**, as *Fiscal Agent*

By: _____
Vice President

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: _____
JAY PANZICA
Chief Financial Officer

EXHIBIT A TO SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT

**EXHIBIT B
FORM OF 2018 BONDS**

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA**

No. _____

\$ _____

**CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BOND
SERIES 2018**

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
	September 1, _____	_____, 2018	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the 2018 Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing _____ 1, 20__ (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this 2018 Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this 2018 Bond at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A. in San Francisco, California (the "Fiscal Agent"). Interest on this 2018 Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of 2018 Bonds.

This 2018 Bond is one of a duly authorized issue of bonds approved by resolution of the Board of Directors of the City on _____, 2018, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code

(the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of improvements within the District, and is one of the bonds designated "City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2018" (the "2018 Bonds"). The issuance of the 2018 Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of December 1, 2014, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of _____ 1, 2018 (together, the "Agreement"), by and between the City and the Fiscal Agent and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this 2018 Bond assents to said terms and conditions. The Agreement is authorized under, this 2018 Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this 2018 Bond are payable, on a parity with previously issued bonds of the District, solely from the annual special tax authorized under the Mello-Roos Act to be collected within the District (the "Special Tax") and certain funds held under the Agreement.

Interest on this 2018 Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the 2018 Bond Date shown above; provided however, that if at the time of authentication of this 2018 Bond, interest is in default hereon, this 2018 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2018 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The 2018 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds, as a whole or in part, on any date at the following respective redemption prices (expressed as percentages of the principal amount of the 2018 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Any date through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

The 2018 Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2018 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

The 2018 Term Bonds maturing September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds of 20__

<u>Mandatory Redemption Date (September 1)</u>	<u>Sinking Fund Payment</u>
--	---------------------------------

(Maturity)

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2018 Bonds as directed by the City in an Officer's Certificate.

Notice of redemption with respect to the 2018 Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This 2018 Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this 2018 Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2018 Bonds for redemption or (ii) with respect to a 2018 Bond after such 2018 Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the 2018 Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This 2018 Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2018 Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this 2018 Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this 2018 Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any 2018 Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this 2018 Bond to be dated _____, 2018, to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk.

CITY OF ROSEVILLE

By: _____
Mayor

Attested:

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the 2018 Bonds described in the Resolution and the Agreement.

Dated: _____, 2018

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax identification Number of Assignee)
the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)
_____, attorney, _____

to transfer the same on the registration books of the Fiscal Agent with full power of substitution
in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a
member firm of the New York Stock Exchange or a
commercial bank or trust company.

NOTE: The signature(s) on this Assignment must
correspond with the name(s) as written on the face of
the within Bond in every particular without alteration or
enlargement or any change whatsoever.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2018**NEW ISSUE-FULL BOOK ENTRY****NOT RATED**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax, although, in the case of tax years beginning prior to January 1, 2018, for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest earned by a corporation prior to the end of its tax year in 2018 is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

\$ _____ *

CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2018

Dated: Date of Delivery**Due: September 1, as shown below**

The bonds captioned above (the "Bonds"), are being issued by the City of Roseville (the "City") by and through its Westbrook Community Facilities District No. 1 (Public Facilities) (the "District"). The Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Supplemental Agreement No. 1. to Fiscal Agent Agreement, dated as of _____, 1, 2018, which supplements the Fiscal Agent Agreement dated as of December 1, 2014 (collectively, the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). The Bonds are being issued to (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for the establishment of a debt service reserve fund for the Bonds, (iii) [provide capitalized interest to and including September 1, 2018], and (iv) pay costs of issuance of the Bonds. Interest on the Bonds is payable September 1, 2018, and thereafter semiannually on March 1 and September 1 of each year.

The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX G – THE BOOK-ENTRY SYSTEM."

The Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) to be levied by the City on real property within the boundaries of the District, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide funds for payment of the Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a Reserve Fund from proceeds of the Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property in the District subject to the Special Tax comprises approximately 398.4 gross acres northwest of the center of the City currently planned for 2,029 residential units, planned as 1,409 single-family and 620 multi-family units (365 of which are planned as very-low income affordable or low income affordable and not subject to the Special Tax) and, to a lesser extent, commercial uses. The land is currently partially developed and controlled by the master developer, and multiple merchant homebuilders. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

The Bonds are subject to optional and mandatory redemption prior to maturity as described herein*. See "THE BONDS — Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the Bonds.

The Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall, a Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel and Nossaman LLP, Irvine, California, as counsel to the Underwriter. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the Bonds will be available for delivery to DTC on or about _____, 2018.

[Piper logo]

The date of this Official Statement is _____, 2018.

* Preliminary; subject to change.

\$ _____
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2018

MATURITY SCHEDULE

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† (_____)
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\$ _____ % Term Bond Due September 1, 20____; Yield ____%; Price: ____%
CUSIP†: _____

† Copyright 2018, American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed by Standard & Poor's Capital IQ, and are provided for convenience of reference only. Neither the District nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data.

CITY OF ROSEVILLE, CALIFORNIA

City Council

Susan Rohan, *Mayor*
Bonnie Gore, *Vice Mayor*
John Allard, *Councilmember*
Scott Alvord, *Councilmember*
Tim Herman, *Councilmember*

City Staff

Rob Jensen, *City Manager*
Jay Panzica, *Chief Financial Officer*
Dennis Kauffman, *Finance Director*
Robert R. Schmitt, *City Attorney*
Sonia Orozco, *City Clerk*

SPECIAL SERVICES

Bond Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

Municipal Advisor

Hilltop Securities Inc.
Encino, California

Appraiser

Integra Realty Resources
Sacramento, California

Special Tax Administrator

Willdan Financial Services
Temecula, California

Fiscal Agent

The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

Disclosure Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements." Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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OFFICIAL STATEMENT

\$ _____ *

CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2018

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Roseville (the “**City**”) by and through its Westbrook Community Facilities District No. 1 (Public Facilities) (the “**District**”) of the bonds captioned above (the “**Bonds**”).

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX F.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City is located in the County of Placer (the “**County**”), which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and industrial center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and unincorporated County to the east and west. For additional information on the City and the County, see APPENDIX C.

The District. The District was formed and established by the City Council of the City (the “**City Council**”), as legislative body of the District, under the Mello-Roos Community Facilities Act of 1982, as amended (the “**Act**”), and pursuant to a resolution adopted by the City Council on April 16, 2014 (the “**Resolution of Formation**”).

Authority for Issuance of the Bonds. The Bonds are issued pursuant to the Act, a resolution adopted by the City Council on _____, 2018 (the “**Resolution of Issuance**”) and a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of _____ 1, 2018, which

* Preliminary; subject to change

supplements the Fiscal Agent Agreement dated as of December 1, 2014 (collectively, the “**Fiscal Agent Agreement**”) between the City and The Bank of New York Mellon Trust Company, N.A., Los Angeles, California, as fiscal agent (the “**Fiscal Agent**”). The Bonds represent the second series of a total of \$90,000,000 of bonds authorized for the District, and the issuance of additional bonds in the future is contemplated. The initial series of special tax bonds for the District was issued in 2014 and is currently outstanding in the aggregate principal amount of \$14,235,000. See “THE BONDS - Authority for Issuance.”

Bond Terms. The Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the Bonds is payable on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing September 1, 2018. The Bonds will be issued without coupons in denominations of \$5,000 or any integral multiple thereof.

Registration of Ownership of Bonds. The Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”). Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the Bonds. Payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC’s Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – THE BOOK-ENTRY SYSTEM.”

Use of Proceeds. Proceeds of the Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements (the “**Improvements**,” as described herein) as part of Phase 2 development in the District. The Improvements consist generally of water, wastewater, drainage, roadway and other infrastructure improvements necessary for development of property within the District, as well as park and open space improvements (which include environmental mitigation costs). Lennar Homes of California, Inc. (“**Lennar**”), which purchased 259 unfinished lots in the District from Westpark S.V. 400, LLC and WP Development Company, LLC (collectively, the “**Developer**”), is responsible for these infrastructure improvements. Lennar has commenced construction of its portion of the Improvements for Phase 2 and is expected to complete them by May 2018.

The cost of a portion of the Improvements will be reimbursed by the proceeds of the Bonds and by additional bonds expected to be issued in the future, as described below, and the Developer is required to fund any remaining shortfall. See “THE IMPROVEMENTS.” Proceeds of the Bonds will also be used to establish a debt service reserve fund for the Bonds, [to provide capitalized interest to and including September 1, 2018], and to pay costs of issuance.

Source of Payment of the Bonds. The Bonds are payable from special taxes (the “**Special Tax**” or “**Special Taxes**”), net of a 1% administration charge of the County (the “**Special Tax Revenues**”) which are to be levied by the City on taxable real property within the boundaries of the District. The Bonds are also payable from the proceeds of any foreclosure actions brought following a delinquency in payment of the Special Taxes, and from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a reserve fund, all as more fully described herein. The Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax liability determined by the City Council through the application of a rate and method of

apportionment of Special Tax for the District (as amended, the “**Special Tax Formula**”) which has been approved by the City Council. The Special Tax Formula is set forth in APPENDIX A hereto. The Special Taxes represent liens on the parcels of land subject to a Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent property. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Special Tax Methodology" and "APPENDIX A — RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

Existing and Future Additional Parity Bonds. The maximum authorized indebtedness for the District is \$90 million. The Bonds are secured on parity with the District’s outstanding bonds captioned “\$14,355,000 City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2014” (the “**2014 Bonds**”), which were issued on December 18, 2014, and are currently outstanding in the aggregate principal amount of \$14,235,000.

The District may issue additional bonds secured by Special Tax Revenues on parity with the Bonds and the 2014 Bonds or on a basis subordinate thereto, upon the satisfaction of certain conditions set forth in the Fiscal Agent Agreement. Following the issuance of the additional indebtedness of the Bonds in the amount of \$_____,*, the remaining authorized amount of bonds to be issued is \$_____.*.

The Bonds are the second series of bonds being issued for the District and one or more additional series of bonds is expected to be issued in the future to facilitate development in Phase 3 of the project. Notwithstanding the \$90 million bond authorization, the total amount of Bonds expected to be issued for the District is projected at approximately \$____ million, which amount is expected to generate approximately \$____ million net proceeds available for costs of the Improvements to be reimbursed to the Developer and Lennar. So long as the Bonds and 2014 Bonds are outstanding, any future bonds issued for the District and secured on parity with the Bonds and 2014 Bonds (herein, “**Parity Bonds**”) are required to meet certain conditions of issuance as set forth in the Fiscal Agent Agreement, and no bonds having a lien senior to the lien of the Bonds or the 2014 Bonds are allowed; see "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Future Parity Bonds."

Use of Bond Authorization for Future Non-Parity Bonds. In connection with the approval of development in the District, the City has agreed that payment of certain impact fees owed by the Developer and merchant builders will be deferred (referred to as the "Development Impact Fee Deferral" in the Special Tax Formula) to allow payment of the deferred fees after the planned series of bonds described in the preceding paragraph have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the Bonds, 2014 Bonds and any Parity Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

Reserve Fund. A debt service reserve fund (the “**Reserve Fund**”) has been established pursuant to the Fiscal Agent Agreement and is held by the Fiscal Agent. In order to further secure the payment of principal of and interest on the Bonds (and any series of Outstanding Parity Bonds), certain proceeds of the Bonds will be deposited into the Reserve Fund so that it contains an amount equal to the Reserve Requirement (as defined in this Official Statement) for the 2014 Bonds and the Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Reserve Fund.” Amounts in the Reserve Fund are available for payment on the 2014 Bonds and the Bonds on a

* Preliminary; subject to change.

parity basis. If there are additional delinquencies after depletion of funds in the Reserve Fund, the City is not obligated to pay the Bonds or supplement the Reserve Fund.

Property Subject to the Special Tax. The land in the District is located in the southwestern portion of the City within the City's Sierra Vista Specific Plan ("**SVSP**") and is geographically positioned as an extension of the adjoining Westpark project originally developed by principals of the Developer. The land in the District is also known locally as "Westbrook." The District comprises approximately 398.4 gross acres, approximately 260 of which is planned for 2,029 residential units, planned as 1,409 single-family and 620 multifamily units (365 of which are planned in Phase 3 to be designated as very-low income affordable or low income affordable units that would not be subject to a Special Tax), as well as approximately 24.5 acres of planned commercial use land; however, only 14.5 acres of nonresidential property are subject to the Special Tax. Land in the District also includes land planned for open space, schools and public parks that are not subject to the Special Tax.

Status of Development in the District. Development of the District was planned to take place over the course of three phases, with the initial homebuilding activity in Phase 1 beginning in Spring 2015. The Developer acquired all of the land in the District in 2010 and has since installed all backbone infrastructure planned for Phase 1, which has been approved by the City. The Developer has sold lots in Phase 1 to three merchant homebuilders: 3 villages, consisting of 210 single-family lots, to Woodside 05N, LP ("**Woodside**"), 2 villages, consisting of 203 single-family lots, to D.R. Horton, Inc. ("**D.R. Horton**"), and 2 villages, consisting of 145 single-family lots, to Taylor Morrison of California, LLC ("**Taylor Morrison**"). The Developer has also sold 259 unfinished lots in Phase 2 to Lennar and is in contract with Lennar to sell an additional 234 lots in Phase 2, which sale is scheduled to close in December 2018.

Woodside, D.R. Horton, and Taylor Morrison are completing in-tract improvements and building model homes within their lots in Phase 1. Lennar has commenced installation of backbone infrastructure in its portion of Phase 2 and intends to construct an active adult community on its lots, with models expected to be open for sales in May 2018. See "THE DISTRICT - Anticipated Development in the District" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

The Developer retains ownership of all of the land in Phase 3 and a portion of Phase 2. The Developer is not a home developer and expects to sell such land to merchant home builders as market conditions warrant.

Appraised Value of Property. Property in the District is security for the Special Tax. The City authorized the preparation of an appraisal report for the real property within the District, which sets forth an aggregate value of appraised and assessed taxable property in the District of \$205,066,366, as of January 31, 2018. The valuation assumes completion of the Improvements funded by the Bonds (but not any Parity Bonds) and accounts for the impact of the lien of the Special Tax. See "THE IMPROVEMENTS." In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions, which affect the estimates as to value, in addition to the assumption of completion of the Improvements and the availability of certain of the proceeds of the Bonds to reimburse for completed Improvements. The Improvements to be paid for with proceeds of the Bonds are not complete. See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT" and Appendix B. The aggregate combined value (assessed values and appraised values) of property in the District is _____* times the \$ _____* aggregate principal amount of the Bonds, and _____* times the

* Preliminary; subject to change.

\$_____ aggregate principal amount of direct and overlapping debt in the District. See "VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios."

Risks of Investment. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the Bonds.

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the Bonds. The Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the Special Tax Fund (described herein) established under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the Bonds is a general debt, liability or obligation of the City. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds other than from the proceeds of the Special Taxes and the money in the Special Tax Fund, as provided in the Fiscal Agent Agreement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Finance Director of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

ESTIMATED SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the Bonds follows:

Estimated Sources of Funds:

Principal Amount of Bonds	\$
[Plus/Less] Net Original Issue [Premium/Discount]	
Total	\$

Estimated Uses of Funds:

Deposit to Improvement Fund	\$
Deposit to Reserve Fund ⁽¹⁾	
Deposit to Bond Fund ⁽²⁾	
Costs of Issuance ⁽³⁾	
Total	\$

(1) Equal to the Reserve Requirement for the Bonds.

(2) [Represents an amount scheduled to provide for capitalized interest on the Bonds to and including September 1, 2018].

(3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent, printing costs, fees of the special tax administrator, appraiser, and municipal advisor, Underwriter's discount, and other costs of issuance.

THE BONDS

Authority for Issuance

The Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

On April 16, 2014, the City Council adopted Resolution No. 14-131 (the “**Resolution of Formation**”), which formed the District and followed a Resolution of Intention adopted March 5, 2014. On the same day that the City Council adopted the Resolution of Formation, the District was established and authorized to incur bonded indebtedness in an aggregate principal amount not to exceed \$90,000,000 at a special election held in the District. Under the provisions of the Act, since there were fewer than 12 registered voters residing within the District at a point during the 90-day period preceding the adoption of the Resolution of Formation, the qualified electors entitled to vote in the special election consisted solely of the Developer, the only eligible landowner/voter in the District, who cast one vote for each gross acre or portion of an acre of land owned within the District. The sole landowner in the District at the time voted to incur the indebtedness and to approve the annual levy of Special Taxes to be collected within the District, for the purpose of paying for the Improvements, including repaying any indebtedness of the District, replenishing the Reserve Fund and paying the administrative expenses of the District. See “THE DISTRICT” herein. A complete copy of the Special Tax Formula, as amended to date, is set forth as APPENDIX A.

Description of the Bonds

Bond Terms. The Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The Bonds are being issued in the denomination of \$5,000 or any integral multiple thereof.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing September 1, 2018. The principal of the Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“**DTC**”), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC’s Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – THE BOOK ENTRY SYSTEM” below.

Calculation and Payment of Interest. Interest on the Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "**Record Date**") preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See "APPENDIX G – BOOK ENTRY SYSTEM" below.

Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Dated Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – THE BOOK ENTRY SYSTEM" below.

Redemption*

Optional Redemption. The Bonds may be redeemed prior to maturity at the option of the City from any source of available funds, as a whole or in part, on any date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption From Prepayments. The Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

* Preliminary; subject to change.

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 2018 through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Term Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each _____ 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

Term Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail

or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or will state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called in part the principal amount thereof to be redeemed, and will require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of any maturity, the Fiscal Agent will select the Bonds to be redeemed, from all Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion deems appropriate. Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption are deposited in the Bond Fund, such Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of Bonds will be made in accordance with DTC procedures. See "APPENDIX G – THE BOOK ENTRY SYSTEM." Any Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any Bond or Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange.

No transfers or exchanges of Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds are payable from and secured by proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, and net of a 1% administration charge of the County (the “**Special Tax Revenues**”). All of the Special Tax Revenues and all moneys deposited in the Bond Fund, the Reserve Fund and, until disbursed as provided in the Fiscal Agent Agreement, in the 2018 Improvement Fund and the Special Tax Fund are pledged to secure the repayment of the Bonds. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax amount determined by the City Council through the application of the Special Tax Formula administered by Willdan Financial Services, Temecula, California (the “**Special Tax Administrator**”) and set forth in APPENDIX A hereto for all taxable properties in the District. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a 1% County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within the District, from amounts held in the funds and accounts established under the Fiscal Agent Agreement (other than the Rebate Fund) and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a “special tax” authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See “Special Tax Methodology” below and “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The amount of Special Taxes that the District may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District, which is set forth as the annual “**Maximum Special Tax**” in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the Maximum Annual Special Tax. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Annual Costs (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within the District according to the rate and methodology set forth in the Special Tax Formula. See “Special Tax Methodology” below. See also “APPENDIX A — RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The City may levy the Special Tax at the Maximum Annual Special Tax rate authorized by the qualified electors within the District, as set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Annual Costs (as defined below). Because each Special Tax levy is limited to the Maximum Annual Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Costs will in fact be collected in any given year. See “SPECIAL RISK FACTORS — Tax Delinquencies” herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

The Special Tax authorized under the Act applicable to land within the District will be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate as described in the Special Tax Formula set forth in “APPENDIX A — RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.” Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula.

Determination of Annual Costs. Each year, the City will determine the Annual Costs of the District for the upcoming fiscal year. The “**Annual Costs**” includes the following items:

- (i) debt service on the bonds issued for the District;
- (ii) administrative expenses and County fees;
- (iii) any amounts needed to replenish bond reserve funds and to pay for Bond delinquencies in the previous Fiscal Year or anticipated for the current year; and
- (iv) pay-as-you-go expenditures for authorized improvements.

The Annual Costs is the basis for the amount of Special Tax to be levied within the District. In no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Special Tax. The Special Tax Formula designates three zones within the District, corresponding to the three planned phases of development. The City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax parcels within each zone within the District pursuant to the Special Tax Formula. Taxable Parcels that are acquired by a public agency after the District is formed will remain subject to the Special Tax unless a “trade” resulting in no loss of Special Tax revenue can be made, as described in the Special Tax Formula.

Limitation on Increases in Special Tax Levy. If owners are delinquent in the payment of Special Taxes, the City may not increase Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Special Tax rates specified for each category of property within the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in

such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See "SPECIAL RISK FACTORS."

Termination of the Special Tax. The Special Tax will be levied and collected (up to maximum allowable amount) for as long as needed to pay the principal and interest on the Bonds and other costs incurred in order to construct and acquire the authorized District-funded facilities and to pay the Annual Costs. The Special Tax Formula provides that the Special Tax may not be levied on any parcel in the District after Fiscal Year 2075-76. After the final maturity date of the Bonds and any additional bonds issued to reimburse developers for costs of the Improvements, the City expects to continue to levy Special Taxes for payment of the "Development Impact Fee Deferral" (as defined in the Rate and Method of Apportionment) which levy may secure future bonds issued after payment in full of the Bonds and any Parity Bonds issued under the Fiscal Agent Agreement.

Prepayment of the Special Tax. The Special Tax Formula provides that landowners may permanently satisfy all or a portion of the Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Special Tax Formula, which is generally based on the net present value of the remaining years in which the Special Tax will be collected (up to 30 years or termination of the District, whichever is lesser), including the effect of a 2% per year escalation factor applicable for the time Bonds remain outstanding using a discount rate equal to the most current yield for the 30-year Treasury Constant Maturity as the discount factor, plus an amount representing the Development Impact Fee Deferral Amount (which amount is not available for prepayment of the Bonds), all as described in Section 7 of the Rate and Method of Apportionment set forth in Appendix A. Prepayment is only allowed if the City determines that the prepayment does not jeopardize its ability to make timely payments of debt service on outstanding Bonds.

Levy of Annual Special Tax; Maximum Special Tax

The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of the Reserve Fund, certain delinquencies, administration of the District, and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the authorized District-funded facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula. No levy will be made to generate Special Taxes for debt service during the time period covered by capitalized interest provided from proceeds of the Bonds.

The Maximum Annual Special Tax for Fiscal Year 2018-19 per detached single-family unit range from \$1,470.16 to \$1,715.65 (excluding low income affordable units and very-low income affordable units, which are exempt from the Special Tax), however these amounts are subject to adjustment based upon the actual number of units built. For Large Lot Parcels and Undeveloped Parcels, the Special Tax is based upon the gross acres or number of units planned for such parcels. Affordable Low and Affordable Very-Low units are exempt from the Special Tax. The Annual Maximum Special Tax is allowed to escalate by 2% per year for the first 45 years following fiscal year 2014-15 or until all bonds of the District have been paid and the City has covenanted in the Fiscal Agent Agreement to apply the 2% escalator annually through fiscal year 2047-48. See "APPENDIX A - RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" and for a table showing the expected land uses and assigned Maximum Special Taxes, see "Attachment 2" in such Appendix.

Annual Special Tax Levy. The Special Tax will be levied each year by calculating the Annual Costs which need to be generated by all Taxable Parcels in the District; the Special Tax (up to the maximum allowable amount) will be levied against each Taxable Parcel until the Special Tax revenue equals the Annual Costs; however, the Special Tax Formula establishes a priority for which properties will be levied a Special Tax. First, all "Developed Parcels" in all three zones described in the Special Tax Formula receive a Special Tax levy. If additional Special Taxes are needed to pay Annual Costs, a levy is made against a "Small Lot Tentative Map Parcel," then a "Large Lot Parcel," then an "Undeveloped Parcel" in each zone, with the priority of such levy first being applied to all such parcels in Zone 1, then Zone 2 and finally Zone 3. For single-family detached property, Developed Parcels are parcels shown on a Final Small Lot Subdivision Map recorded prior to July 1st of each Fiscal Year. See "APPENDIX A - RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The Special Tax Formula provides that the Maximum Annual Special Tax may be increased annually by the Tax Escalation Factor which for each Fiscal Year is equal to 2% of the Maximum Special Tax in effect in the prior Fiscal Year, applied for the first 45 years following fiscal year 2014-15 or until all bonds of the District have been paid. The City has covenanted in the Fiscal Agent Agreement to apply the 2% escalator annually through fiscal year 2047-48. The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula. The Special Tax is authorized to be levied in an amount not to exceed the Maximum Special Tax levy as described in the Special Tax Formula notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Special Tax Formula provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for the District. Proceeds of the annual Special Tax levy will first be used to pay the Annual Costs (which include debt service payments on the Bonds) other than pay-as-you-go expenditures, and the City contemplates that the levy will include a pay-as-you-go component in an amount equal to the Maximum Annual Special Tax on Developed Parcels, for deposit into the Improvement Fund for authorized costs not funded from Bond proceeds. See "THE IMPROVEMENTS" and "APPRAISAL OF PROPERTY WITHIN THE DISTRICT." See also "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Special Tax Methodology" above. See "APPENDIX A - RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" for a copy of the Special Tax Formula.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. Prior to each Interest Payment Date, the City will withdraw from the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that

the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than ten (10) Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account to be used for the redemption of Bonds. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the Reserve Fund balance to the Reserve Requirement, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 15th of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City's administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City's discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of bonds issued for the District) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement. See "THE IMPROVEMENTS – Construction and Acquisition of the Improvements."

Deposit and Use of Proceeds of Bonds

The Bonds are additionally secured by amounts generated from proceeds of the Bonds, together with interest earnings thereon pledged under the Fiscal Agent Agreement. The proceeds of the Bonds will be paid to the Fiscal Agent, who will deposit such proceeds in the Reserve Fund, Bond Fund, Improvement Fund and Costs of Issuance Fund established under the Fiscal Agent Agreement. See "Reserve Fund" and "Improvement Fund" below.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in the District is delinquent cumulatively by more than \$3,000 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District), then the City will institute, prosecute and

pursue such foreclosure proceedings in the time and manner provided herein against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Special Tax rates set forth in the Special Tax Formula, the City may adjust the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. However, such adjustment is subject to the Maximum Annual Special Tax and to the limitation described under the caption "Special Tax Methodology - Limitation on Increases of Special Tax Levy" above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT – Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

Reserve Fund

In connection with the issuance of the Bonds, a Reserve Fund (the "**Reserve Fund**") will be established under the Fiscal Agent Agreement. The Reserve Fund will be held by the Fiscal Agent for the benefit of the Bonds. Upon delivery of the Bonds, the Fiscal Agent will deposit an amount of the proceeds into the Reserve Fund so that the amount therein equals the "**Reserve Requirement**", which is equal to the lesser of 10% of the original principal amount of the Bonds, 100% of maximum annual debt service on the Bonds, or 125% of average annual debt service on the Bonds. The Reserve Fund is available solely for the payment of debt service on the Bonds and no other parity obligations. In connection with the issuance of the 2014 Bonds, the City funded a debt service reserve fund for the 2014 Bonds, which, similarly, is available solely for the payment of debt service on the 2014 Bonds and no other parity obligations.

The City is required to maintain an amount of money or other security equal to the Reserve Requirement in the Reserve Fund at all times that the Bonds are outstanding. All amounts deposited in the Reserve Fund will be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest on, the Bonds. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent will provide written notice thereof to the City.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the then applicable Reserve Requirement, the Fiscal Agent will transfer an amount equal to the excess from the Reserve Fund to the Bond Fund or the Improvement Fund as provided below, except that investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the Federal government to comply with rebate requirements.

Moneys in the Reserve Fund will be invested and deposited in accordance with the Fiscal Agent Agreement and investment income thereon will be subject to rebate requirements under applicable tax laws. Interest earnings and profits resulting from the investment of moneys in the Reserve Fund and other moneys in the Reserve Fund will remain therein until the balance exceeds the Reserve Requirement; any amounts in excess of the Reserve Requirement will be transferred to the Improvement Fund, if the Improvements have not been completed, or if the Improvements have been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement

for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to the Developer pursuant to the Acquisition Agreement, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed. See "THE IMPROVEMENTS."

Future Parity Bonds

The Resolution of Formation authorizes the issuance of up to \$90 million of bonds, of which the Bonds represent the second series. The City expects that it will, by a Supplemental Fiscal Agent Agreement, authorize the issuance of one or more additional series of Bonds ("**Parity Bonds**") payable from Special Taxes and secured by the Special Tax Revenues on a parity with the 2014 Bonds and the Bonds and other Parity Bonds (if any), as development progresses in the District and upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

(i) A separate account in the Reserve Fund shall be established in an amount equal to the Reserve Requirement, calculated with respect to the Parity Bonds.

(ii) For each Bond Year that the Bonds, 2014 Bonds and additional Bonds will be outstanding, projected Maximum Special Taxes (net of County administration charges) in each Fiscal Year are equal to or greater than one hundred ten percent (110%) of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year.

(iii) The aggregate value of all parcels in the District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the proposed series of bonds, as determined by an MAI appraisal or, in the alternative, the assessed value of all such parcels and improvements thereon (and improvements to be financed from proceeds of the bonds proposed to be issued) as shown on the then current County tax roll, or by a combination of both methods is at least 4.00 times the sum of (i) the aggregate principal amount of all bonds then outstanding plus (ii) the aggregate principal amount of the series of bonds proposed to be issued, plus (iii) the aggregate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (iv) a portion of the aggregate principal amount of all Mello-Roos bonds, other than the Bonds then outstanding, and payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within the District (the "**Other Mello-Roos Bonds**") equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which maximum annual debt service on the Other Mello-Roos Bonds occurs), based upon information from the most recent available fiscal year.

In connection with the approval of development in the District, the City has agreed that payment of certain impact fees owed by the Developer will be deferred (referred to as the "Development Impact Fee Deferral" in the Special Tax Formula) to allow payment of the deferred fees after the planned series of bonds described in the preceding paragraph have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the Bonds and any Parity Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be utilized by the City as a means therefor.

DEBT SERVICE SCHEDULES

The annual debt service on the Bonds, based on the interest rates and maturity schedule set forth on the cover of this Official Statement and assuming no optional or mandatory redemptions, is set forth below.

City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds Series 2018
Debt Service

Year Ending <u>(Sept. 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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Total			
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The combined annual debt service on the Bonds and the 2014 Bonds, assuming no optional or mandatory redemptions, is set forth below.

**City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds Series 2018
Combined Debt Service**

Year Ending (Sept. 1)	<u>2014 Bonds</u>	<u>The Bonds</u>	<u>Total</u>
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Total

THE SIERRA VISTA SPECIFIC PLAN

The Sierra Vista Specific Plan ("**SVSP**") is the primary land use, policy and regulatory document used to guide development of the project area. The Specific Plan establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design. The intent is to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities in the SVSP area are required to be consistent with the SVSP. The SVSP implements the goals and policies of the City of Roseville General Plan and augments these goals and policies by providing specific direction to reflect conditions unique to the project and Plan Area. The General Plan serves as the long-term policy guide for the physical, economic and environmental growth of the City. The property within the District was annexed into the SVSP in June 2012 and is a component of the SVSP. The full text of the Sierra Vista Specific Plan is available on the City's website.

Land Use Concept. The SVSP is planned primarily as a residential community, with a significant commercial and employment center along Baseline Road. The overall mix and intensity of uses is similar to that found in adjacent portions of the City. The SVSP also provides for recreation, open space, employment and educational opportunities available to residents both within and outside the Plan Area.

The primary elements that comprise the form of the SVSP land use plan include: the residential neighborhoods; a range of commercial and employment uses, schools, parks and open space, as more particularly described below.

Residential Neighborhoods - A variety of housing styles similar to that found elsewhere in the City are planned, including affordable housing and designated age restricted neighborhoods. High density residential comprises approximately 30% of planned residential uses.

Commercial and Employment – A range of commercial and employment uses are proposed within the SVSP, including commercial mixed-use, business professional mixed-use, and community commercial uses. Conventional commercial sites are provided as well, typically along arterial roadways. The SVSP's employment and service uses are intended to complement and further diversify the City's employment, retail, service, and revenue base.

Neighborhood Parks - Neighborhood parks are proposed throughout the SVSP, some are located adjacent to the elementary schools and middle school sites, maximizing the potential for joint-use opportunities with the outdoor recreation facilities. Park facilities range from approximately one to approximately 10 acres in size. Some of the SVSP's neighborhood parks would be linked to a system of paseos, providing a comprehensive network of pedestrian and bikeway connections to the SVSP's parks and open space system. Neighborhood parks typically include a mix of soccer and baseball fields, tot lots, playgrounds, picnic area, and hard surface game courts.

Open Space - Approximately 317 acres of the SVSP are proposed as Open Space, comprising approximately 15 percent of the total project site acreage. Open Space land use and zoning is generally applied to lands that are environmentally sensitive or otherwise significant due to habitat, natural features, or man-made features. Open space corridors provide for passive recreation opportunities, preservation of significant resources, viewsheds, potential floodwater conveyance and retention, resource mitigation, wildlife movement corridors, and can function to improve the interface between uses. In many

locations, the preserve area accommodates a dedicated Class I pedestrian pathway to be shared with a vehicle maintenance road for maintenance activities. In addition, open space areas could accommodate utility lines and provide the conduit for drainage and space for storm water treatment and detention facilities within the SVSP area. Any disturbance or construction within open space preserve areas of the SVSP would comply with the provisions of the Army Corps of Engineers approved Open Space Management Plan and Section 404 permit requirements.

Land Use Plan. The SVSP land use plan includes a blend of residential, service, employment, open space and public uses. The Plan Area is statistically projected to house approximately 22,045 residents and in excess of 9,000 employees. The SVSP includes a total of 8,679 dwelling units on approximately 2,064 acres. Proposed land uses include a total of approximately 317 acres set aside in open space; 106 acres for dedication to parks; 71 acres of public/quasi-public uses; 190 acres of community commercial; 27 acres of business professional; and 41 acres of commercial mixed use.

The table below shows a summary of current and planned land uses attributable to the Westbrook project as shown in the SVSP. Actual uses may vary from this projection.

**Sierra Vista Specific Plan
Summary of Current and Planned Westbrook Villages and Land Uses (at buildout)**

Parcel Area Reference	Land Use	Acres	Units
WB-1A	LDR (Residential)	29.3	126
WB-1B	LDR (Residential)	22.2	133
WB-2A	LDR (Residential)	10.6	58
WB-2B	LDR (Residential)	7.7	39
WB-3A	LDR (Residential)	11.6	66
WB-3B	LDR (Residential)	11.2	71
WB-4	LDR (Residential)	16.0	100
WB-5A	LDR (Residential)	11.7	71
WB-5B	LDR (Residential)	18.8	86
WB-6	LDR (Residential)	21.6	103
WB-7A	LDR (Residential)	11.9	73
WB-7B	LDR (Residential)	13.2	72
WB-20	MDR (Residential)	10.0	73
WB-21	MDR (Residential)	10.0	72
WB-22	MDR (Residential)	7.4	54
WB-23	MDR (Residential)	7.2	59
WB-24	MDR (Residential)	7.5	53
WB-25	MDR (Residential)	14.3	100
WB-30	HDR (Residential) - Affordable Very-Low*	2.3	68
WB-30	HDR (Residential) - Affordable Low *	5.6	169
WB-31	HDR (Residential)	11.1	255
WB-32	HDR (Residential) - Affordable Very-Low*	1.4	36
WB-32	HDR (Residential) - Affordable Low *	3.7	92
WB-41	Nonresidential**	10.0	-
WB-42	CC (Commercial)	14.5	-
WB-50	PR (Park)**	8.7	-
WB-51	PR (Park)**	4.4	-
WB-52	PR (Park)**	1.5	-
WB-60	Public/Quasi-Public (Elementary School)**	10.0	-
WB-61	Public/Quasi-Public (Well)**	0.3	-
WB-62	Public/Quasi-Public (Lift Station)**	0.8	-
WB-80	OS (Open Space) **	36.6	-
WB-100	ROW/Landscape Corridors**	45.3	-
Totals		398.4	2,029

* Very-low income affordable and low income affordable units are excluded from the levy of Special Taxes.

** Properties not subject to Special Tax.

Source: Developer.

THE DISTRICT

Formation of the District

On March 5, 2014, the City Council adopted a Resolution of Intention to form a community facilities district under the Act, to levy a special tax and to incur bonded indebtedness for the purpose of financing the Improvements and making contributions to certain public facilities. After conducting a noticed public hearing, on April 16, 2014, the City Council adopted the Resolution of Formation, which established the District, set forth the Special Tax Formula within the District and set forth the necessity to incur bonded indebtedness in a total amount not to exceed \$90 million. On the same day, an election was held within the District in which the only landowner/voter in the District, the Developer, approved the proposed bonded indebtedness and the levy of the Special Tax. The Special Tax Formula was amended pursuant to Resolution No. 14-509 adopted November 19, 2014. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" below.

Location and Description of the District and the Immediate Area

The District is located within a portion of the SVSP area (described above), in the northwest portion of the City and is approximately 20 miles northeast of the central business district of Sacramento. The process of annexation of the area to the City was completed in January 2012. The District is located along the south side of the extension of Pleasant Grove Boulevard, immediately south and west of the Westpark master planned community and the West Roseville Specific Plan. Access to the District will be provided by a planned extension of Pleasant Grove Boulevard, an existing four-lane roadway, which Lennar will complete as part of Phase 2 development.

The land in the District is generally level topography, currently with large open annual grassland areas and clusters of seasonal wetlands, including vernal pools, dispersed throughout the site. The SVSP has targeted a majority of the creek corridors and a portion of the seasonal wetlands for preservation in permanent open space/park use. However, no additional Section 404 environmental permits or stream alteration agreements are required for build-out of the CFD or any of the required infrastructure. [[Confirm]]

The property in the District is within the original County Assessor's parcels shown below. The parcels were created by subdivision into large lots that correspond to Developer designated development "villages." Large lot parcel maps have been recorded for the villages in all three of the planned phases. Future tentative maps for Phase 3 are pending and expected to be approved in 2018. As property develops, new parcel numbers will be established for each parcel created by a large lot parcel map and final subdivision map.

<u>Village/Phase</u>	<u>Large Lot Parcel</u>	<u>APN⁽¹⁾</u>
<u>Phase 1:</u>		
Village WB-5A	5	496-100-005-000
Village WB-5B	6	496-100-006-000
Village WB-6	7	496-100-007-000
Village WB-7A	8	496-100-008-000
Village WB-7B	9	496-100-009-000
Village WB-24	2	496-100-002-000
Village WB-25	1	496-100-001-000
Well Site	3	496-100-003-000
Park Site	4	496-100-004-000
<u>Phase 2:</u>		
Village WB-1A	14	496-100-080-000
Village WB-1B	19	496-100-082-000
Village WB-2A	15	496-100-085-000
Village WB-2B	11	496-100-083 & 085-000
Village WB-3A	13	496-100-088 & 089-000
Village WB-3B	12	496-100-086 & 086-000
Village WB-4	18	496-100-048-000
Village WB-23	10	496-100-036 & 037-000
Parcel WB-42	21	496-100-051-000
School Site	17	496-100-047-000
Park Site	16	496-100-046-000
<u>Phase 3:</u>		
Village WB-20	5	496-100-031-000
Village WB-21	7	496-100-033-000
Village WB-22	9	496-100-035-000
Village WB-30	1	496-100-027-000
Village WB-31	3	496-100-029-000
Village WB-32	8	496-100-034-000
Parcel WB-41	4	496-100-030-000
Well Site	6	
Open Space	12	496-100-012-000

(1) Original APNs. Certain of the APNs have since been subdivided.

Maps. A District boundary map and the final large lot parcel map are shown on the following pages.

[Reserved for CFD boundary map]

[Reserved for large planning lot map]

Current and Anticipated Development in the District

The following information about development within the District has been provided by the Developer and merchant homebuilders that currently own lots within the District. No assurance can be given that all information is complete. No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner. Since the ownership of the parcels is subject to change, the development plans outlined below may not be continued by the subsequent owner if the parcels are sold, although development by any subsequent owner will be subject to the SVSP, the Development Agreement described herein and the policies and requirements of the City. No assurance can be given that the plans or projections detailed below will actually occur.

Current Status of Development. Development within the District thus far has been, and is expected to continue to be, consistent with the SVSP land uses, which primarily consist of low-density residential neighborhoods and, to a lesser extent, supporting uses such as parks, recreation, open space and supporting neighborhood commercial land uses. Permitted land uses are configured to reinforce the neighborhood identity and sense of community. See "THE SIERRA VISTA SPECIFIC PLAN" above. Development is expected to be completed in three phases, Phase 1, Phase 2 and Phase 3, as described herein.

Phase 1. The Developer has installed all "backbone" infrastructure planned as part of Phase 1 (described below), and it has sold 3 villages to Woodside 05N, LP ("**Woodside**"), 2 villages to D.R. Horton, Inc. ("**DR Horton**") and 2 villages to Taylor Morrison of California, LLC ("**Taylor Morrison**"). In-tract improvements have been completed and each merchant homebuilder is building homes and model homes within its respective villages. As of January 31, 2018, approximately 330 lots had been developed into single-family homes and sold to individual homeowners.

Phase 2. The Developer has sold 259 unfinished lots in Phase 2 to Lennar and is in contract with Lennar to sell an additional 234 lots in Phase 2, which sale is scheduled to close in December 2018. The Developer has also sold 100 unfinished lots to Woodside, who expects to commence land development and home construction in 2018. As part of Phase 2 development, Lennar has substantially completed construction of a portion of the backbone infrastructure, including the extension of Pleasant Grove Boulevard and Solaire Drive, which construction is anticipated to be accepted by the City May 2018. In addition to the backbone infrastructure, Lennar has also completed the development of the 259 single family lots, started 12 model homes and secured approximately 45 building permits for production homes. Lennar expects to open their models for sales in May 2018.

Phase 3. The Developer retains ownership of all of the land in Phase 3. The Developer is not a home developer and expects to sell the land in Phase 3 to merchant home builders as market conditions warrant.

Entitlements. Property within the District encompasses approximately 398.4 gross acres, 260 of which are planned for development subject to the Special Tax. In May 2016, the Developer obtained approval of a Specific Plan Amendment for the lands within Phases 2 and 3, modifying the prior entitlements to allow for a 493-lot, age-restricted community, which decreased the amount of multi-family housing. The resulting approvals increased the total single-family units from 1,340 to 1,409 and reduced multi-family units from 689 to 620 (365 of which are planned in Phase 3 to be designated as very-low income affordable or low income affordable units not subject to a Special Tax), consistent with the zoning designations of the SVSP, as well as approximately 24.5 acres of

nonresidential, of which approximately 14.5 acres are subject to the Special Tax.

The entitlements permit a development proposal related to a particular parcel to proceed through tentative map subdivision and design-review permitting processes to final mapping provided the development application is in accord with the entitlements and the final map conditions. See "– Development Agreement" below. The land received full land use approval on June 2012, including approval of Specific Plan Zoning and a Development Agreement, and subsequently received a Section 404 (wetlands) permit, a grading permit and other site improvement plans.

Subdivision Maps. Large lot parcel maps have been prepared and recorded for the villages in all three of the planned phases. Future tentative maps for Phase 3 are pending and expected in 2018. Large lot parcel maps will eventually be further subdivided into individual "small" lots upon recordation of the final subdivision maps for each village.

The current and planned lotting plan and map status is as follows (excluding parks, right of ways and open space parcels, which are not subject to the Special Tax). See also Attachment 2 of the Special Tax Formula in Exhibit A.

Table 1
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
CFD Land Uses

Large Lot Number	Land Use Category	Net Acres	No. of Units
Zone 1 (Phase 1)			
WB-5A	LDR	11.7	71
WB-5B	LDR	18.8	86
WB-6	LDR	21.6	103
WB-7A	LDR	11.9	73
WB-7B	LDR	13.2	72
WB-24	MDR	7.5	53
WB-25	MDR	14.3	100
WB-51	Park*	4.4	-
WB-61	Well*	0.3	-
ROW	Major Roads	14.2	-
Zone 1 - Totals		117.9	558
Zone 2 (Phase 2)			
WB-1A	LDR	29.3	126
WB-1B	LDR	22.2	133
WB-2A	LDR	10.6	58
WB-2B	LDR	7.7	39
WB-3A	LDR	11.6	66
WB-3B	LDR	11.2	71
WB-4	LDR	16.0	100
WB-23	MDR	7.2	59
WB-42	Nonresidential	14.5	-
WB-50	Park*	8.7	-
WB-60	School*	10.0	-
WB-62	Lift Station*	0.8	-
ROW	Major Roads	13.5	-
Zone 2 - Totals		163.3	652
Zone 3 (Phase 3)			
WB-20	MDR	10.0	73
WB-21	MDR	10.0	72
WB-22	MDR	7.4	54
WB-30	HDR - Affordable Very-Low**	2.3	68
WB-30	HDR - Affordable Low*	5.6	169
WB-31	HDR	11.1	255
WB-32	HDR - Affordable Very-Low**	1.4	36
WB-32	HDR - Affordable Low*	3.7	92
WB-41	Nonresidential*	10.0	-
WB-52	Park*	1.5	-
WB-80	Open Space*	36.6	-
ROW	Major Roads	17.6	-
Zone 3 - Totals		117.2	819
CFD Totals		398.4	2,029

* Not subject to special tax.

** Very-low income affordable and low income affordable units are not subject to Special Tax.

Source: Westpark Associates, MacKay & Somp Civil Engineers, Inc.

Table 2
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Tentative Map and Final Map Status– By Phase

<u>Phase 1</u>				Tentative Map Approval Date	Small Lot Final Map Record Date
<u>PARCEL</u>	<u>LAND USE</u>	<u>ACRES</u>	<u>UNITS</u>		
WB-5A	LDR (Residential)	11.7	71	Feb 2014	2015
WB-5B	LDR (Residential)	18.8	86	Feb 2014	2015
WB-6	LDR (Residential)	21.6	103	Feb 2014	2016
WB-7A	LDR (Residential)	11.9	73	Feb 2014	2017
WB-7B	LDR (Residential)	13.2	72	Feb 2014	2017
WB-24	MDR (Residential)	7.5	53	Feb 2014	2016
WB-25	MDR (Residential)	14.3	100	Feb 2014	2016
WB-51	PR (Park)*	4.4	-	Feb 2014	
WB-61	Public/Quasi-Public (Well)*	0.3	-	Feb 2014	
	Sub-total Market Rate LDR		405		
	Sub-total Market Rate MDR		153		
	Sub-total Market Rate HDR		-		
	Sub-total Affordable LDR		-		
	Sub-total Affordable MDR		-		
	Sub-total Affordable HDR		-		
	Total Phase 1	103.7	558		

* Not subject to Special Tax.

Source: Developer.

<u>Phase 2</u>				Tentative Map Approval Date	Estimated Small Lot Final Map Record Date
	<u>LAND USE</u>	<u>ACRES</u>	<u>UNITS</u>		
WB-1A	LDR (Residential)	29.3	126	April 2016	2018
WB-1B	LDR (Residential)	22.2	133	April 2016	2018
WB-2A	LDR (Residential)	10.6	58	April 2016	2019
WB-2B	LDR (Residential)	7.7	39	April 2016	2019
WB-3A	LDR (Residential)	11.6	66	April 2016	2019
WB-3B	LDR (Residential)	11.2	71	April 2016	2019
WB-4	LDR (Residential)	16.0	100	April 2016	2018
WB-23	MDR (Residential)	7.2	59	April 2016	2019
WB-42	CC (Commercial)	14.5	-	April 2016	
WB-50	Park*	8.7	-	April 2016	
WB-60	Public/Quasi-Public (School)*	10.0	-	April 2016	
WB-62	Public/Quasi-Public (Lift Station)*	0.8	-	April 2016	
	Sub-total Market Rate LDR		593		
	Sub-total Market Rate MDR		59		
	Sub-total Market Rate HDR		-		
	Sub-total Affordable LDR		-		
	Sub-total Affordable MDR		-		
	Sub-total Affordable HDR		-		
	Total Phase 2	149.8	652		

* Not subject to Special Tax.

Source: Developer.

Phase 3

PARCEL	LAND USE	ACRES	UNITS	Estimated Tentative Map Approval Date	Estimated Small Lot Final Map Record Date
WB-20	MDR (Residential)	10.0	73	Dec 2018	2019
WB-21	MDR (Residential)	10.0	72	Dec 2018	2019
WB-22	MDR (Residential)	7.4	54	Dec 2018	2019
WB-30	HDR (Residential) - Affordable Very-Low**	2.3	68		
WB-30	HDR (Residential) - Affordable Low	5.6	169		
WB-31	HDR (Residential)	11.1	255		
WB-32	HDR (Residential) - Affordable Very-Low**	1.4	36		
WB-32	HDR (Residential) - Affordable Low	3.7	92		
WB-41	CC (Commercial)*	10.0	-		
WB-50	PR (Park)*	8.7	-		
WB-52	PR (Park)*	1.5	-		
WB-80	OS (Open Space)*	36.6	-		
	Sub-total Market Rate LDR		-		
	Sub-total Market Rate MDR		199		
	Sub-total Market Rate HDR		255		
	Sub-total Affordable LDR		-		
	Sub-total Affordable MDR		-		
	Sub-total Affordable HDR		365		
	Total Phase 3	99.6	819		

* Not subject to Special Tax.

** HDR (Residential) - Very-low income affordable and low income affordable units are exempt from the levy of the Special Tax.

Source: Developer.

Westbrook Land Use Plan - Summary of Current Projections

Market Rate LDR	998
Market Rate MDR	411
Market Rate HDR	255
Affordable LDR	-
Affordable MDR	-
Affordable HDR	365
Total	353.1 2,029
Major Roads	45.3
Total Acres	398.4

Note: HDR (Residential) - Very-low income affordable and low income affordable units are exempt from the levy of the Special Tax.

Source: Developer.

Projected Construction Schedule. All villages in Phase 1 have been sold to merchant builders with all in-tract improvements complete and new home construction underway. Construction on homes in Phase 1 is ongoing, with approximately 330 homes completed and sold to individual homeowners as of March 1, 2018.

In June 2017, Lennar began construction of backbone infrastructure improvements in a portion of Phase 2, including Improvements to be financed with proceeds of the Bonds, which will serve the initial 359 units to be developed in this portion of Phase 2 of the District. Completion of all backbone infrastructure for this portion of Phase 2 is currently projected to occur by May 2018. As of the date hereof, the Improvements are substantially complete, with landscaping and City acceptance remaining. Upon completion of various components of such infrastructure by the City, Lennar is

eligible to be reimbursed for the cost thereof from proceeds of the Bonds as provided in an acquisition agreement entered into with the City, as and to the extent such proceeds are available.

With respect to Phase 2, Lennar has completed in-tract improvements for 259 individual lots, which are in the active adult community. Lennar has started construction on a 12-home model home complex and anticipates opening models in May 2018. Construction on a 4,500-square foot recreation center including pool, pickle ball courts, a fitness center and meeting rooms is expected to begin in May 2018, with a planned opening in November 2018. Lennar is scheduled to close the purchase of the remaining 234 lots that are under contract in December 2018.

Woodside acquired 100 lots in Village WB-4, which is part of Phase 2. Improvement plans and small lot final maps have been approved for these lots, with the final map ready to record upon Woodside's delivery of bonds and a Subdivision Improvement Agreement. Woodside anticipates starting construction of infrastructure in spring 2018, with model homes under construction by fall 2018. This will be Woodside's fourth new home community in the District.

The Developer retains ownership of all of the land in Phase 3. The Developer is not a home developer and expects to sell the land in Phase 3 to merchant home builders as market conditions warrant.

Infrastructure and Utilities. All Phase 1 backbone improvements have been constructed and have been accepted by the City as complete. Construction of backbone infrastructure improvements for a portion of Phase 2 began in June 2017, and Lennar has completed infrastructure for the initial 259 of 493 age-restricted units. These improvements include the installation of a portion of each of Pleasant Grove Boulevard and Solaire Drive, sidewalks, water, sewer, drainage, concrete curb, gutter, and paving, landscaping, perimeter walls, as well as all of the relevant utilities in the major streets.

Lennar is responsible for the cost of construction of the infrastructure improvements and other costs of development in Phase 2, in two phases. Proceeds of the Bonds and any additional bonds will provide for the cost of Improvements. Improvement costs greater than the net proceeds of the Bonds will be contributed by Lennar. Any surplus of net proceeds of Bonds above Improvements costs will be used to reduce the shortfall existing from construction of the Phase 1 backbone infrastructure or to construct improvements in Phase 3. See "THE IMPROVEMENTS - Estimated Cost of the Improvements" below. One or more additional series of Parity Bonds for the District is expected to be issued as development progresses. See "THE DEVELOPER – Financing Plan."

Utilities. All typical urban utility services for finished lots are available at the lots or will be extended to the lots. These utilities include electric power, natural gas, telephone, cable television, water, refuse, and sanitary sewer and storm water facilities. The City provides electric, water, sewer refuse and storm water facilities, and police and fire services. Pacific Gas & Electric provides natural gas.

Affordable Units. Under the Development Agreement, the project is obligated to provide 365 units of affordable housing. The units are to be constructed in the District and will be available to persons in very-low to middle income households. All of the units of affordable housing will be developed during Phase 3. The Developer is required to enter into an agreement with the City governing the availability of such units. The Developer currently anticipates that these units will be

located on portions of Parcel Nos. WB-30 and WB-32. The Special Tax Formula does not allocate any tax to the very-low income affordable units or low income affordable units. See "SECURITY FOR THE BONDS – Special Tax Formula."

Development Agreement

General. The Developer entered into the development agreement dated June 20, 2012 (as amended on May 4, 2016, the "**Development Agreement**") with the City in accordance with applicable state and local codes. The Development Agreement vests development rights, sets forth infrastructure improvements and dedication requirements, secures the timing and methods for financing improvements, and specifies other performance obligations as related to development in the Sierra Vista Specific Plan area. All of the property in the District is subject to the requirements of the Development Agreement as well as the SVSP. The Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City's Zoning Ordinance No. 802. The Development Agreement is the primary implementation tool for the SVSP and is intended to create a binding contract between the City and the Developer and their assigned successors in interest, which sets forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the Developer as such obligations relate to development of the property in the District, including the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the property in the District according to the SVSP entitlements. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties. The Development Agreement has a 30-year term, runs with the property, and may be modified only by mutual consent of the City and the Developer and in a manner consistent with the SVSP. With the Development Agreement in place, subject to compliance with the terms of the Development Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits. The Development Agreement is binding on the Developer and all successor owner-developers of property in the District.

Land use and development entitlements granted under the Development Agreement for property in the District is consistent with the SVSP as described under the caption "THE SIERRA VISTA SPECIFIC PLAN" and summarized above.

Improvements. The Development Agreement sets forth the responsibility of the Developer and its successors for a portion of the costs of certain public improvements required for its development within the SVSP, including an electric substation. Dedication and grading of this electric substation site in the SVSP has occurred and the City has commenced with the design of the electric substation. This current status of electric substation development allows for the construction of up to 1,040 homes. The City anticipates completion of the electric substation within the next two years, after which there will be no restriction on the number of homes that can be built. There are a total of 558 homes in Phase 1 and the portion of Phase 2 being built and served by the Improvements contemplated herein includes another 359 homes, for a total of 917 homes. Sufficient capacity exists for the homes to be built in the District. [[These temporary facilities have been completed or the City has determined that they are not required. Notwithstanding the foregoing, once the substation site has been dedicated to the City and two years has passed, regardless of the status of the construction of the electric substation, there will be no restriction on the issuance of building permits. The pro-rata share of the cost of the electric substation land cost and site improvements, as well as the temporary facilities noted above are included authorized Improvements for the District. The dedication of the electric substation site occurred in May 2016.]] [[confirm]] Funding of the

Improvements with Bond and additional bond proceeds will satisfy a portion, but not all, of the relevant obligations of the District for infrastructure improvements required by the Development Agreement. The improvements not funded from Bond and additional Parity Bond proceeds or Special Taxes are required to be funded by the Developer. See "THE IMPROVEMENTS" below.

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Community-Panel Number 060243-0457F, with an effective date of July 8, 1998), the developable portions of the property in the District are located within Flood Zone X, described as areas of minimal flooding (outside of the 100 and 500-year floodplains). The land in the District is not a part of the Central Valley Flood Protection Plan (SB-5).

Wetland Conditions. In response to the City's planning department's confirmation that some jurisdictional wetlands would be affected by development within the District, the Developer completed wetland impact mitigation in 2014 at a total cost of \$4,885,675, all or a portion of which was reimbursed from proceeds of the 2014 Bonds. No additional Section 404 environmental permits or stream alteration agreements are required for build-out of the District or any of the required infrastructure. [[Confirm]]

Seismic Conditions. The property in the District is not located within a seismic special studies zone, designated by the California State Division of Mines and Geology, in accordance with the Alquist-Priolo Special Study Zone Act of 1972.

THE IMPROVEMENTS

Eligible Facilities

The Bonds will provide a funding source to the Developer and/or Lennar for moneys expended for a portion of the cost of the Improvements and for certain fees paid or to be paid by the Developer and/or Lennar.

The Improvements eligible to be financed by the District are set forth in Appendix B of the Resolution of Intention of the City Council of the City of Roseville to Form a Community Facilities District and Levy a Special Tax in Westbrook Community Facilities District No. 1 (Public Facilities) to Finance the Acquisition and Construction of Certain Public Facilities in and for such Community Facilities District (the "**Resolution of Intention**"), adopted by the City Council of the City on March 5, 2014, in connection with the formation of the District.

The eligible Improvements authorized include, but are not limited to, the following:

Transportation Improvements. Eligible roadway improvements include, but are not limited to, these: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters and bus

rapid transit improvements, including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees, and other improvements related to the foregoing.

Potable and Non-potable Water System Improvements. Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the Project. These facilities include, but are not limited to, potable and non-potable mains, valves, services and appurtenances; wells; and water treatment and storage facilities.

Eligible improvements also include a recycled water storage tank facility, which includes site clearing; grading and paving; curbs and gutters; recycled water storage tanks, booster pump stations and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting; drainage; sanitary sewer and water service; landscaping and irrigation; access gates; fencing, stripping and signage.

Drainage System Improvements. Authorized facilities include any and all onsite and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the Project. These facilities include, but are not limited to mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping and irrigation; access roads gates, and fencing; and striping and signage.

Wastewater System Improvements. Authorized facilities include any and all backbone wastewater facilities designed to meet the needs of development of the Project. These facilities include but are not limited to pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements.

Solid Waste Improvements. Authorized facilities include any and all backbone solid waste improvements designed to meet the needs of development of the Project. Eligible improvements also include the project's pro-rata contribution, as described in the project development agreement, to the SVSP Solid Waste Recycling Center.

Park Improvements. Authorized facilities include any and all improvements to neighborhood parks located in the Specific Plan.

Open Space Improvements. Authorized facilities include any and all open space improvements designed to meet the needs of development of the Project, including, but not limited to: bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, off-site hawk mitigation, agricultural mitigation, and/or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing and related open space improvements.

Utilities. Authorized facilities include any and all utility improvements designed to meet the needs of development of the Project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized Facilities shall also include costs related to the acquisition of the offsite electric substation site, site clearing, grading, street frontage improvements including curbs, gutters, and paving; construction of an all-weather access road to the site from the nearest public street and/or extension of temporary 12kV overhead lines as described in the Project Development Agreement.

Other Public Facilities. Authorized facilities include any and all public facilities or infrastructure including the Project's pro-rata contribution to the land acquisition of the off-site fire station site, site clearing, grading, street frontage improvements including curbs, gutters, and paving.

Development Impact Fees. Authorized facilities include deferred development impact fees whether standard City fees levied at the time of the issuance of a building permit or required as part of the Development Agreement.

Formation, Administrative, and Incidental Expenses. In addition to the above facilities and costs related thereto, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982 are included, which include, but are not limited to, the cost of planning, permitting, approving and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation, and preparation of an overarching operation and maintenance plan for the City of Roseville Open Space Preserves; land acquisition and easement payments for authorized District facilities; project management, construction staking; engineering studies and preparation of an engineer's report for the use of recycled water; utility relocation and demolition costs incidental to the construction of the public facilities, cost associated with the creation of the District, issuance of bonds; determination of the amount of taxes, collection of taxes; payment of taxes; or costs otherwise incurred in order to carry out the authorized purposes of the District; reimbursements to other areas for infrastructure facilities or planning purposes serving development in the District; and any other expenses incidental to the construction, completion, and inspection of the facilities and related expenses associated with any of the foregoing.

Estimated Cost of the Improvements

As of December 2017, the total cost of Phase 1 Improvements was approximately \$22.1 million, of which approximately \$11.8 million was financed by the 2014 Bonds. The total cost of the Improvements (which are related to Phase 2) is estimated to be \$15.1 million, all of which is expected to be financed by the Bonds. Additional Parity Bonds are expected to be issued in the future.

The total estimated cost of the Improvements at buildout, for all three phases of construction, is expected to be approximately \$54 million. Approximately \$40 million of this amount is expected to be financed by the 2014 Bonds, the Bonds and Parity Bonds, with the remaining costs funded by the Developer from other sources. The Special Tax Formula provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the "pay-as-you-go" component of Special Taxes in an amount equal to Special Tax collections in excess of the amount needed to pay debt service and administration costs, which is expected to be provided through the annual Special Tax levy at the maximum rate during the time the Bonds are outstanding.

These amounts are estimates and actual costs are expected to vary. The cost of the Improvements will initially be paid for by the Developer and/or Lennar, which will be reimbursed for certain of such improvement expenditures from the proceeds of the Bonds. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" below for a description of other sources of funding available to the Developer and/or Lennar.

Table 3
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Summary of Authorized Facilities and Estimated Cost

Item	Approximate Projected Total Cost (in millions)
Backbone Infrastructure	\$47.4
Neighborhood Parks/Trails	5.1
Deferred Development Impact Fees	4.7
Total	\$57.2

Source: Developer.

Infrastructure construction throughout the District is anticipated to be completed in three phases. Phase 1 infrastructure in the District (planned for 558 homes) cost \$22.1 million, with the 2014 Bonds providing approximately \$11.8 million of that cost. The Developer is owed approximately \$10.1 million in reimbursement for construction of Phase 1 infrastructure, which is expected to be paid from the proceeds of one or more future additional series of bonds.

Phase 2 infrastructure in the District (planned for 652 single-family homes, 493 of which will be for individuals aged 55 years and older) is expected to cost \$15.1 million, all of which is expected to be financed by the Bonds or the Bonds and one or more additional series of Parity Bonds.

Phase 3 infrastructure is expected to be funded, in part, by the issuance of one or more additional series of Parity Bonds in the future.

The Special Tax Formula provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the "pay-as-you-go" component of Special Taxes. The pay-as-you-go funding component is expected to provide for funding of the cost of a portion of the Improvements in excess of the amount provided from bond proceeds (if such proceeds are not sufficient) through annual Special Tax collections in excess of the amount needed to pay the debt service. The City and the Developer contemplate utilizing this funding mechanism during the time the Bonds are outstanding. Additionally, after the final maturity date of the Bonds and any additional bonds issued to reimburse the Developer and/or Lennar for costs of the Improvements, the City expects to continue to levy Special Taxes for payment of the "Development Impact Fee Deferral" (as defined in the Rate and Method of Apportionment) which levy may secure future bonds issued after payment in full of the Bonds and any additional bonds issued under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" and " – Special Tax Fund."

Construction and Acquisition of the Improvements and Payment of Fees

Lennar has completed construction of the backbone and in-tract infrastructure to serve its first 259 homes in Phase 2, as well as the backbone infrastructure that serves the 100 lots acquired by Woodside in Village WB-4. Lennar anticipates construction of the remaining Phase 2 backbone infrastructure, as well as the in-tract improvements for their expected remaining 234 lots, in 2018 (which they are expected to close on in December 2018). Lennar owns the first 259 lots and expects to acquire the remaining lots at the end of 2018. Lennar has 12 model homes under construction and expects to break ground on a 4,500-square foot recreation center in May 2018, with completion expected by November 2018. Woodside is expected to break ground on its 100 lots in spring 2018,

with model home construction expected in fall 2018. Completion of homes in Phase 2 is projected for 2024 [[confirm]], with sales to homebuyers to begin in 2018. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

In connection with the issuance of the 2014 Bonds, the City and the Developer entered into a Funding, Construction and Acquisition Agreement (the "**Acquisition Agreement**") which provides that Developer or its affiliate will construct (or cause to be constructed or funded) the Improvements and related facilities, and the City, upon completion of construction and acceptance by the City, or through progress payments prior to completion of the entire improvement, will purchase the Improvements or reimburse the Developer for expended amounts using a portion of the proceeds of the Bonds pursuant to the terms of the Acquisition Agreement. The Developer will be responsible for the portion of the cost of construction of the Improvements not paid with Bond proceeds, however a portion of the needed funding is expected to come from the pay-as-you-go levy component resulting from a maximum Special Tax levy on Developed Property, as previously described above. The Developer expects to enter into an amendment to the Acquisition Agreement with the City for the Phase 2 backbone infrastructure under similar terms as the Acquisition Agreement.

OWNERSHIP OF PROPERTY WITHIN THE DISTRICT

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the property within the District. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bond Owner will have the ability at any time to seek payment directly from the owners of property within the District of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

The Developer, Lennar, Taylor Morrison, Woodside and D.R. Horton have provided the information set forth in this section entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." No assurance can be given that all information is complete. In addition, any Internet addresses included below are for reference only, and the information on those Internet sites is not a part of this Official Statement or incorporated by reference into this Official Statement.

No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner, as described herein. The Special Taxes are not personal obligations of the developers or of any subsequent landowners; the Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

Current Ownership in the District

Development is currently ongoing in the District, particularly in Phase 1 and Phase 2. As of January 31, 2018, there were 1,963 appraised lots in the District, owned as set forth in the following table. An additional 66 lots were not covered by the Appraisal.

Table 4
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Ownership of Appraised Property in the District
As of January 31, 2018

<u>Owner</u>	<u>Commercial Parcels</u>	<u>Multifamily Units</u>	<u>Finished Lots</u>	<u>Partially Completed Homes</u>	<u>Completed Homes⁽²⁾</u>	<u>Unimproved Residential Lots</u>	<u>Total</u>
<u>Developer</u>							
Westpark SV 400 LLC ⁽¹⁾	1	620	--	--	--	592	1,213
<u>Merchant Builders</u>							
Woodside	--	--	29	44	13	--	86
DR Horton	--	--	51	66	6	--	123
Taylor Morrison	--	--	122	23	--	--	145
Lennar	--	--	242	17	--	--	259
Individual Homeowners	--	--	--	--	137	--	137
Totals	1	620	444	150	156	592	1,963

(1) Projected number of lots and parcels. Actual number of lots are less until small lot final maps are recorded.

(2) Completed homes without a complete assessment for structural improvements by County Assessor.

Source: Appraisal of Real Property, Integra Realty Resources - Sacramento.

The Developer

General. At the time of formation of the District, all of the land within the District was owned by Westpark S.V. 400, LLC, an entity comprised of a management team that is responsible for the day-to-day management of the entitlement and development operations, and a group of capital investors that provide equity for the operations and development of the project. The Developer is a limited liability company formed in 2010 and registered to do business in California.

As development progressed, the Developer transferred areas of land to WP Development Company, LLC, a separate entity comprised of the same managing principals and capital members, for lot development and sales. WP Development Company, LLC is a limited liability company, formed in 2014 and registered to do business in California. The entity was formed for the purpose of commencing land development and marketing of individual villages to merchant builders to separate the dealer activities of this entity from the investment purpose of the Developer. The term **"Developer"** as used herein includes Westpark S.V. 400, LLC and WP Development Company, LLC.

The managing members (the **"Members"**) of the Developer are William Falik, John Murray and Jeff Jones. Mr. Falik is an attorney who has practiced land use, real estate, mediation and environmental law in Northern California for more than 40 years. Mr. Falik is also an Adjunct Professor at the Haas School of Business and a Visiting Professor at the Berkeley School of Law at the University of California where he teaches real estate investment and development. John Murray is a Certified Public Accountant who, prior to joining Westpark, was the General Manager for the Del Webb Corporation's Northern California Communities where he led the development of Sun City Roseville and Sun City Lincoln Hills. Mr. Falik and Mr. Murray were principals in the development team that developed the adjacent Westpark community, a 4,500-unit master planned community, in 2004 and subsequently sold the project to a consortium of homebuilders that included Pulte Home Corporation, Lennar Communities of California and Centex Homes. Jeff Jones is Westpark's Chief Operating Officer. Prior to joining the Developer, Mr. Jones served as a part of the Del Webb Corporation's Northern California Communities executive management team where he oversaw the development of the Sun City Roseville and Sun City Lincoln Hills Communities.

The Members of the Developer are also principals in projects adjacent to the District where they control 250 acres that have the potential for approximately 1,000 residential units.

Developer Experience. Recent development experience of the principals of the Developer (affiliated entities wherein the managing members are at least one of the three principals of the Developer), is illustrated by the following projects:

<u>Project Name</u>	<u>City</u>	<u>No. of Lots (res)</u>	<u>No. of Sq. Ft. (Office/Industrial)</u>	<u>No. of Sq. Ft (Retail)</u>	<u>Owner/Developer</u>	<u>Status</u>
Westpark	Roseville, CA	4,585	1,110,000	163,350	1600 Placer Investors, LP	Sold March 2005 to Pulte, Lennar & Centex
Sierra Vista/ Westpark- Federico	Roseville, CA	908	0	0	Westpark Sierra Vista, LLC	Entitlements Completed, completing federal permitting process
Education Foundation	Lincoln, CA	71	0	0	Westpark LR, LLC	Entitlements complete, completing federal permitting process. Available for sale spring 2015

As noted in the listing above, an entity comprised of the same principals as the Developer was the owner of the property located immediately north of the District in what is known as Westpark

Phases 3 and 4, a portion of the "Westpark" community in the West Roseville Specific Plan. West Roseville, LLC, an entity comprised of the same ownership as Developer, acquired the Westpark property in December 2009. West Roseville, LLC disposed of portions of the Westpark property in 2012 and 2013 and today continues to own a small portion of the Westpark property. During the time between December 2009 and December 2013 West Roseville, LLC paid its Special Tax obligation as part of the Westpark community facilities district without issue. The special taxes over this time period were in excess of \$6 million.

Developer Development Schedule. The Developer originally acquired the property in the District in August 2010. Westpark S.V. 400, LLC continues to own some land in Phase 2 and all of the land in Phase 3, which it currently holds for investment purposes. It intends to sell all of its land holdings in the future either to merchant builders or will undertake a similar transfer to WP Development Company, LLC or a similarly controlled entity, as has taken place with Phase 1. See "THE DISTRICT – Current and Anticipated Development in the District."

The Developer has constructed the Phase 1 backbone infrastructure and has sold seven individual villages to merchant homebuilders. These sales include all of the land previously owned by the Developer in Phase 1. In Phase 2, the Developer has sold 259 unfinished lots to Lennar Homes and 100 unfinished lots to Woodside. The Developer is also in contract with Lennar to sell an additional 234 lots in Phase 2, which sale is scheduled to close in December 2018. The Developer still owns one village in Phase 2, and the entirety of Phase 3. The Developer is not a homebuilder and expects to sell the remainder of its land in the District to merchant homebuilders and commercial purchasers for development as infrastructure improvements are completed. The timing of the sale of residential and non-residential parcels within the District by the Developer to merchant builders and others will be determined by market conditions.

All improved single-family residential homes and lots (817 in total, ____ of which are in Phase 1 and ____ of which are in Phase 2) have final maps in place. Five hundred ninety-two (592) unimproved residential lots (____ of which are in Phase 1, ____ of which are in Phase 2, and ____ of which are in Phase 3), the two commercial parcels (WB-42 in Phase 2 and WB-41 in Phase 3), as well as the three multifamily residential parcels (WB-30, WB-31, WB-32, which are all in Phase 3), have zoning in place for development, but no further entitlements.

The Developer also owns the commercial sites and expects to sell those sites once the adjacent development creates demand for the commercial needs. All of the commercial sites are "neighborhood serving," meaning they are likely to include uses required daily by local residents, such as grocery stores, pharmacies, and local food service outlets. The current sales forecast for these uses include the sale, anticipated in 2024, of a 14.5-acre retail parcel (WB-42), the only commercial parcel subject to the Special Tax. This sale is expected to be to a commercial developer with tenants in tow to service the needs of the area where few retail services exist. The remaining commercial site (WB-41) is planned for sale in or after 2025. The Bonds and 2014 Bonds have not been sized against the Special Tax expected to be generated in the future from the commercial properties.

Developer Financing Plan. The development of the backbone infrastructure improvements required to be installed by the Developer, and payment of the Special Taxes by the Developer will be funded through a combination of the following; (i) owner capital via periodic capital calls from investor members of the Developer; (ii) internal funds generated from sales of lots to merchant builders; and (iii) proceeds from the sale of bonds.

The Developer provided its current projected schedule of sources and uses for the proposed development of the remainder of Phase 2 and all of Phase 3 shown on the following page. ***The Developer has provided no assurances to the City that the sources of financing that will actually be available to the Developer will be sufficient to complete its currently projected property development and project construction.***

Westbrook Community Facilities District No. 1 (Public Facilities)
Proposed Financing Plan of the Developer
Calendar Years 2018 through 2022
(Phases 2 and 3)

	Total	2018	2019	2020	2021	2022
Sources:						
Equity	\$--	\$--	\$--	\$--	\$--	\$--
Bond Proceeds	22,000,000	[16,000,000]	--	6,000,000	--	--
Net Residential Land Sales Proceeds	24,450,000	12,500,000	2,950,000	9,000,000		
Net Office & Retail Land Sales Proceeds	6,200,000	--	--	4,000,000	--	2,200,000
Total Sources	\$52,650,000	\$[28,500,000]	\$2,950,000	\$19,000,000		\$2,200,000
Uses:						
Infrastructure Hard Costs	\$19,492,000	\$11,842,000	\$--	\$7,650,000	\$--	\$--
Infrastructure Soft Costs	6,497,500	3,947,500	--	2,550,000	--	--
Interest Expense	--	--	--	--	--	--
Loan Repayment	--	--	--	--	--	--
Total Uses	\$26,000,000	\$15,800,000	\$--	\$10,200,000	\$--	\$--
Net Cash Flow	\$26,650,000	\$[12,700,000]	\$2,950,000	\$8,800,000	\$--	\$2,200,000

Source: Developer.

History of Property Tax Payments; Loan Defaults; Bankruptcy. The Developer will certify to the following representations at Closing:

- Neither the Developer nor any of its affiliates has ever defaulted to any material extent in the payment of special taxes or assessments in connection with the District or any other community facilities districts or assessment districts in California within the past five years.
- Neither the Developer nor any of its affiliates is currently in default on any loans, lines of credit or other obligation, the result of which could materially adversely affect the development of the property owned by the Developer in the Community Facility District.
- The Developer is solvent and no proceedings are pending or, to the actual knowledge of Developer, threatened in which the Developer may be adjudicated as bankrupt or become the debtor in a bankruptcy proceeding, or discharge from all of its debts or obligations, or granted an extension of time to pay debts or a reorganization or readjustment of its debts.
- There is no litigation or administrative proceeding of any nature in which the Developer has been served, or to the Developer's actual knowledge, is pending or threatened against the Developer which, if successful, would materially adversely affect the ability of the Developer to complete the development and sale of its property within the District, or to pay the Special Taxes or ordinary ad valorem property tax obligations when due on its property within the District, or which challenges or questions the validity or enforceability of the Bonds, the Resolution of Issuance, the Fiscal Agent Agreement, the Property Owner Continuing Disclosure Certificate or the Bond Purchase Contract.
- The Developer is not aware of any material failures to comply with previous undertakings by its or its affiliates periodic continuing disclosure reports or notices of material events in California within the past five years.

Lennar

General. Lennar Homes of California, Inc. ("**Lennar Homes**"), is a wholly-owned subsidiary of Lennar Corporation, a Delaware corporation ("**Lennar Corporation**"), with headquarters in Miami, Florida. Lennar Corporation is a diversified real estate company, publicly traded on the New York Stock Exchange under the symbol LEN and presided over by Chief Executive Officer Stuart Miller. Lennar Corporation started as a Dade County, Florida homebuilder in 1954. The year 2018 marked the 21st year that Lennar Corporation has operated in the Sacramento area. In February 2018, Lennar Corporation completed its merger with homebuilder CalAtlantic, creating the largest homebuilder in the United States based on revenues.

Lennar Corporation is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith files reports, proxy statements and other information with the SEC. Such filings, particularly the Annual Report on Form 10-K and its most recent Quarterly Report on Form 10-Q, may be inspected and copied at the public reference facilities maintained by the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. Such files can also be accessed over the Internet at the SEC's website at www.sec.gov. Copies of such material can be obtained from the public reference section of the SEC at 450 Fifth Street, N.W.,

Washington, D.C. 20549 at prescribed rates. In addition, the aforementioned material may also be inspected at the office of the NYSE at 20 Broad Street, New York, New York 10005. Additionally, Lennar Corporation provides investor relations information on its website.

For further information on Lennar Corporation, see its Internet homepage located at www.lennar.com. The website address is given for reference and convenience only, and the information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on this website is a part of this Official Statement or incorporated into this Official Statement by reference and no representation is made in this Official Statement as to the accuracy or adequacy of the information contained on the internet site.

Lennar Homes Development. As of January 31, 2018, Lennar Homes owns 259 lots in the District, consisting of 242 finished lots and 17 partially completed homes. Lennar Homes also anticipates closing in December 2018 the purchase from the Developer of an additional 234 lots in Phase 2. Within its “Heritage Solaire” neighborhood, Lennar Homes is offering 12 floorplans that range in size from approximately 1,246 square feet to approximately 2,766 square feet and in price from \$402,000 to \$591,000. Prices reflect base sales prices as of January 31, 2018, which are subject to change and exclude options, upgrades, lot premiums and any incentives or price reductions being offered. There can be no assurance that actual base sales prices of the remaining homes will equal or exceed the base sales prices set forth above.

Woodside

General. Woodside 05N, LP, a California limited partnership (previously defined as “**Woodside**”), is wholly owned by Woodside Group, LLC, a Nevada limited liability company (“**Woodside Group**”), directly or through its wholly owned subsidiaries. Woodside is owned 99% directly by Woodside Group, as a limited partner. The remaining 1% interest is owned by WDS GP, Inc., a California corporation, as its general partner, which is wholly owned by Woodside Homes of California, Inc., a California corporation, which in turn is wholly owned by Woodside Group. The parent of Woodside Group is Woodside Homes Company, LLC, a Delaware limited liability company.

Woodside Group’s subsidiaries engage in the design, construction and sale of single-family homes under the brand name of “Woodside Homes.” Woodside Homes is one of America’s top 30 homebuilders having built more than 40,000 homes across the United States, with current operations in Arizona, California, Nevada, Texas and Utah.

On February 28, 2017, Sekisui House, Ltd. (“**Sekisui House**”), acquired all of the membership interests in Woodside Homes Company, LLC pursuant to a Merger Agreement, dated February 27, 2017, by and between Sekisui House and Woodside Homes Company, LLC (the “**Merger Agreement**”). Pursuant to the Merger Agreement, SH Residential Holdings, LLC, a subsidiary of Sekisui House US Holdings, LLC, which is a wholly owned subsidiary of Sekisui House, completed the merger of Crayon Special Vehicle-I, LLC, a wholly owned subsidiary of SH Residential Holdings, LLC and Woodside Homes Company, LLC (the “**Merger**”), with Woodside Homes Company, LLC being the surviving entity. Immediately following the Merger, Woodside Homes Company, LLC became a wholly owned subsidiary of SH Residential Holdings, LLC. In addition, North America Sekisui House, LLC, a wholly owned subsidiary of Sekisui House, became a wholly owned subsidiary of Sekisui House US Holdings, LLC.

Information about Woodside Homes, including current home offerings, is available on its website at www.woodsidehomes.com. This website is given for reference and convenience only, and the information on this website may be incomplete or inaccurate and has not been reviewed by

the District, the City or the Underwriter. Information on this website is not a part of this Official Statement and is not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on this Internet site.

Woodside Development. Woodside's development plan within the District is the construction of 100 single-family detached homes in a neighborhood known as "WB-4" (a marketing name has not yet been selected). As of January 31, 2018, within the "Bromley", "Hillingdon" and "Solis" neighborhoods in the District, approximately 186 homes had been completed and conveyed to individual homebuyers and the remaining 24 residential lots consisted of 13 lots with completed homes owned by Woodside (including 9 model homes), and 11 lots in various stages of home construction. Within its "WB-4" neighborhood, Woodside is still evaluating its potential product offering, but is considering offering 6 floorplans ranging in size from approximately 1,700 square feet to approximately 2,500 square feet, with base sales prices as of January 31, 2018 ranging from approximately \$410,000 to approximately \$486,000. Base sales prices are subject to change and exclude options, upgrades, lot premiums and any incentives or price reductions being offered. There can be no assurance that actual base sales prices of the remaining homes will equal or exceed the base sales prices set forth above.

There can be no assurance that Woodside's development plan described in this Official Statement will be completed or that the development plan will not be modified in the future. Additionally, there can be no assurances of the absorption rate of the homes remaining to be built and sold. In changing market conditions, builders will often revise the product lines and prices and the rate of sales can fluctuate. Woodside will continuously evaluate its product lines and prices in light of the then current market conditions. See "SPECIAL RISK FACTORS" herein for a discussion of risk factors.

D.R. Horton

General. D.R. Horton CA3, Inc., a Delaware corporation ("**D.R. Horton**"). is a wholly-owned subsidiary of D.R. Horton, Inc., a Delaware corporation ("**D.R. Horton, Inc.**"), a public company whose common stock is traded on the New York Stock Exchange under the symbol "DHI." Founded in 1978 and headquartered in Fort Worth, Texas, D.R. Horton, Inc. constructs and sells homes in 26 states and 79 metropolitan markets of the United States under the names of D.R. Horton, America's Builder, Emerald Homes, Express Homes, Freedom Homes and Pacific Ridge Homes.

D.R. Horton, Inc. is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and in accordance therewith files reports, proxy statements and other information, including financial statements, with the Securities and Exchange Commission. Such filings, particularly, D.R. Horton, Inc.'s Annual Report on Form 10-K for the Fiscal Year ended September 30, 2017, as filed by D.R. Horton, Inc. with the Securities and Exchange Commission on November 15, 2017, and Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2017, as filed by D.R. Horton, Inc. with the Securities and Exchange Commission on _____, 2018, set forth certain data relative to the consolidated results of operations and financial position of D.R. Horton, Inc. and its subsidiaries, including D.R. Horton, as of such dates.

D.R. Horton, Inc./Forestar Merger. On October 5, 2017, D.R. Horton, Inc. announced the closing of D.R. Horton, Inc.'s previously announced acquisition of approximately 75% of the then-outstanding shares of Forestar Group, Inc. (NYSE: FOR) ("**Forestar**") pursuant to a merger of a wholly owned subsidiary of D.R. Horton, Inc. with and into Forestar. Forestar is a residential and

real estate development company with operations in 14 markets in 10 states, where it owns, directly or through joint ventures, interests in 44 residential and mixed-use projects. Pursuant to the merger announcement, the transaction establishes a strategic relationship between Forestar and D.R. Horton, Inc. for the supply of developed lots, as an extension of D.R. Horton's strategy of increasing its optioned land and lot position to enhance operational efficiency and returns.

The Securities and Exchange Commission maintains an Internet web site that contains reports, proxy and information statements and other information regarding that registrants, including D.R. Horton, Inc., that file electronically with the Securities and Exchange Commission. The address of such Internet web site is www.sec.gov. In addition, the aforementioned material may also be inspected at the offices of the NYSE at 20 Broad Street, New York, NY 10005. All documents subsequently filed by D.R. Horton, Inc. pursuant to the requirements of the Securities Exchange Act of 1934 after the date of this Official Statement will be available for inspection in such manner as the Securities and Exchange Commission prescribes.

Copies of D.R. Horton, Inc.'s Annual Report and each of its other quarterly and current reports, including any amendments, are available from D.R. Horton, Inc.'s website at www.drhorton.com.

The foregoing Internet addresses and references to filings with the Securities and Exchange Commission are included for reference only, and the information on these Internet sites and on file with the Securities and Exchange Commission may be incomplete or inaccurate and has not been reviewed by the District, the City or the Underwriter. Information on these websites is not a part of this Official Statement and are is not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on these Internet sites.

D.R. Horton Development. D.R. Horton's development plan within the District is the construction of 203 single-family detached homes in two neighborhoods known as "Manchester", proposed to contain 100 homes at completion, and "Wexford", proposed to contain 103 homes at completion.

As of January 31, 2018, within the Manchester neighborhood in the District, 53 homes had been completed and conveyed to individual homebuyers and the remaining 47 residential lots consisted of two lots with completed homes owned by D.R. Horton (including two model homes), 39 lots in various stages of home construction, and six finished lots without any home construction thereon. Within its "Manchester" neighborhood, D.R. Horton is offering three floorplans that range in size from approximately 1,974 square feet to approximately 2,238 square feet, with base sales prices as of January 31, 2018 ranging from approximately \$403,990 to approximately \$432,990. Base sales prices are subject to change and exclude options, upgrades, lot premiums and any incentives or price reductions being offered. There can be no assurance that actual base sales prices of the remaining homes will equal or exceed the base sales prices set forth above.

As of January 31, 2018, within the "Wexford" neighborhood in the District, 27 homes had been completed and conveyed to individual homebuyers and the remaining 76 residential lots consisted of two lots with completed homes owned by D.R. Horton (including two model homes), 35 lots in various stages of home construction, and 39 finished lots without any home construction thereon. Within its "Wexford" neighborhood, D.R. Horton is offering four floorplans that range in size from approximately 1,898 square feet to approximately 2,257 square feet, with base sales prices as of January 31, 2018 ranging from approximately \$416,990 to approximately \$444,990. Base sales prices are subject to change and exclude options, upgrades, lot premiums and any incentives or

price reductions being offered. There can be no assurance that actual base sales prices of the remaining homes will equal or exceed the base sales prices set forth above.

There can be no assurance that D.R. Horton's development plan described in this Official Statement will be completed or that the development plan will not be modified in the future. Additionally, there can be no assurances of the absorption rate of the homes remaining to be built and sold. In changing market conditions, builders will often revise the product lines and prices and the rate of sales can fluctuate. D.R. Horton will continuously evaluate its product lines and prices in light of the then current market conditions. See "SPECIAL RISK FACTORS" herein for a discussion of risk factors.

Taylor Morrison

General. Taylor Morrison of California LLC, a California limited liability company, is a subsidiary of Taylor Morrison Home Corporation, a Delaware corporation ("**Taylor Morrison**"). Taylor Morrison's common stock is publicly traded on the NYSE under the symbol "TMHC." Taylor Morrison is one of the largest public homebuilders in the United States, as well as a real estate developer, with a portfolio of lifestyle and master-planned communities. It operates under both the Taylor Morrison and Darling Homes brand names. It also provides financial services to customers through its wholly owned mortgage subsidiary, and title insurance and closing settlement services through its title company. According to Taylor Morrison, during the year ended December 31, 2017, it had operations located in nine states and closed 8,032 homes. At December 31, 2017, it owned or controlled over 37,952 lots.

Taylor Morrison's website address is <http://www.taylormorrison.com>. The website address is given for reference and convenience only, the information on the website may be incomplete or inaccurate and has not been reviewed by the Authority, the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.

Taylor Morrison Development. As of March 26, 2018, Taylor Morrison owns 145 lots in the District, consisting of 117 finished lots and 28 partially completed homes. Within its "Solaire" neighborhood, Taylor Morrison is offering seven floorplans that range in size from approximately 2,018 square feet to approximately 3,911 square feet and in price from \$436,990 to \$552,990. Prices reflect base sales prices as of March 26, 2018, which are subject to change and exclude options, upgrades, lot premiums and any incentives or price reductions being offered. There can be no assurance that actual base sales prices of the remaining homes will equal or exceed the base sales prices set forth above.

VALUE OF PROPERTY WITHIN THE DISTRICT

Assessed Values

The following table shows a history of assessed valuations of land in the District since Fiscal Year 2014-15.

Table 5
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Historical Assessed Values for the District
Fiscal Years 2014-15 through 2017-18

Fiscal Year	Land Value	Structure Value	Total Assessed Value	% Change in Total Assessed Value
2014-15	\$11,496,355	\$0	\$11,496,355	--
2015-16	11,726,045	0	11,726,045	2.0%
2016-17	23,381,318	2,196,600	25,577,918	118.1
2017-18	38,373,342	23,215,361	61,588,703	140.8

Sources: City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Annual Continuing Disclosure Information Statements for fiscal years 2013-14 through 2015-16; Willdan Financial Services for fiscal years 2016-17 through 2017-18.

The Appraisal

General. Integra Realty Resources, Sacramento, California (the "**Appraiser**") prepared an appraisal report dated _____, 2018, with a date of value of _____, 2018 (the "**Appraisal**"). The Appraisal was prepared at the request of the City. The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Parcels Appraised. The appraised properties consist of 592 unimproved residential lots, 444 finished residential lots, 150 partially completed homes, one commercial parcel, and three multifamily (high density residential) parcels within the District, all of which are identified in the appendix to the Appraisal.

In addition, there are also 156 completed single-family homes within the boundaries of the District not currently assessed for a complete improvement value by the Placer County Assessor on the 2017-18 County property tax roll; as such, a not-less-than estimate of market value for the smallest floor plan constructed within each subdivision was appraised and assigned to each respective assessor's parcel within the District. Additionally, See APPENDIX B for additional details.

Value Estimates. The Appraisal valued the fee simple estate of the taxable property in the District to estimate the market value of the property in bulk (based on the hypothetical condition the improvements to be financed by the Bonds were in place as of the date of valuation). The valuation accounts for the impact of the lien of the Special Tax and represents the hypothetical market value (based on the hypothetical condition cited below) of all the land in the District. In accounting for the impact of the lien of the Special Tax, the valuation adds the projected bond lien amount to arrive at a "fully loaded" value. The property appraised excludes property in the District designated for public and quasi-public purposes.

The aggregate value estimate for the appraised properties as of the _____, 2018 date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and special assumptions set forth in the Appraisal, and based on the ownership of the property as of that date, is not less than \$175,566,750. This does not include the assessed value of the existing homes in the District (which were not appraised), which have an assessed value equal to \$29,499,616. Taken together, the appraised value of the appraised parcels and the assessed value of the completed homes is equal to not less than \$205,066,366.

The appraisal methodology utilizes all three approaches to value, the cost, sales comparison and income capitalization approach, as well as an extraction technique, to estimate the market value for the property's various land components. For the ownership held by the master developer, the aggregate value estimate is then integrated into a discounted cash flow (subdivision development method). The approaches to value were conducted as set forth below. See also "Assumptions and Limiting Conditions" below.

Hypothetical Condition. *The value estimate is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the Bonds are available to reimburse for infrastructure improvements completed. The appraised value accounts for the lien of the Special Tax by adding the bond lien amount to arrive at a "fully loaded" value.*

Aggregate Value. The retail value for the property represents estimates of what an end user would pay for a finished property under conditions requisite to a fair sale. The Appraiser considered property finished if it were in a state where it could be purchased and then or shortly thereafter be fully developed, with all major infrastructure in place, the subdivision map ready for final approval, and the in-tract improvements able to be completed shortly. The aggregate retail value is the sum of the retail values for the applicable property groupings. This value estimate excludes all allowances for carrying costs and is not equal to the market value of all the subject properties.

Market Value, Bulk Value. The bulk sale value represents the most probable price, in a sale of certain parcels within District, to a single purchaser or sales to multiple buyers, over a reasonable absorption period discounted to present value. The discounted value of the property represents the market value of the property in the District.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, some of which include the following. See "APPENDIX B – THE APPRAISAL."

- The value estimates assume the completion of the public facilities to be financed by the Bonds, but not any Parity Bonds. See "THE IMPROVEMENTS."
- The Appraisal relies on infrastructure and development cost estimates from the Developer, as well as presumed Special Taxes and Bond proceeds expected to be available. Accordingly, the value estimate is connected to such estimates of infrastructure and development costs, Special Taxes and Bond proceeds; any changes to these variables may necessarily affect the estimated value. It is therefore an extraordinary assumption that the infrastructure and development costs, Special Taxes and bond proceeds are as represented in the Appraisal.

- The Appraiser has assumed that there is no hazardous material on or in the property that would cause a loss in value. Should future conditions and events reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See "APPENDIX B — THE APPRAISAL" hereto for a description of certain assumptions made by the Appraiser. Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Projected Absorption Period. The Appraiser also estimated the marketing time that would be required for the disposition of the single-family residential lots, based on the historical marketing times of a number of local sales, as well as current and projected economic conditions, the impacts of present market conditions, as well as anticipated changes in the market. After considering the development timeline and scope of the project, the Appraiser estimated the various land use components held by the master developer could transfer within four years of exposure on the market. Thus, the discounted cash flow analysis reflected sales of residential lots over such period, following completion of additional backbone infrastructure. The estimate takes into account the time and process associated with delivering developable parcels. The various parcels held by the merchant builders are anticipated to sell within 12 months of exposure. See Appendix B.

No assurance can be given that the estimated absorption will be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a projected absorption period. See "SPECIAL RISK FACTORS – Property Values and Property Development."

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout the District; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the Bonds are outstanding in that the City has no control over the market value of the property within the District or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See "Overlapping Liens and Priority of Lien" below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see "SPECIAL RISK FACTORS" herein.

Value to Special Tax Burden Ratios

Value to Lien Ratios by Phase of Development. The following table sets forth maximum special tax, allocable CFD debt, and average value to lien ratios by phase of development.

Table 6
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Maximum Special Tax, Allocable CFD Debt and Value to Lien Ratios by Phase of Development

Development Status / Phase No. ⁽¹⁾⁽²⁾	No. of Parcels	Planned Residential Units	Appraised Value ⁽³⁾⁽⁴⁾	2017/18 Assessed Value ⁽⁴⁾	Projected FY 2018/19 Special Tax Levy ⁽⁵⁾	FY 2018/19 Maximum Tax	Percent of Total Maximum Tax	Allocable Debt CFD Bonds ⁽⁶⁾⁽⁷⁾	Overlapping Debt ⁽⁸⁾	Total Debt*	Average Value to Lien Ratio*
<u>Developed Property</u>											
Phase 1	223	223	\$68,039,000	\$29,499,616	\$351,433	\$351,433	14.74%	\$3,942,109	\$273,395	\$4,215,504	23.14
Subtotal	223	223	68,039,000	29,499,616	351,433	351,433	14.74%	3,942,109	273,395	4,215,504	23.14
<u>Under Construction</u>											
Phase 1	110	110	14,418,750		174,840	174,840	7.34%	1,961,220	53,547	2,014,767	7.16
Subtotal	110	110	14,418,750		174,840	174,840	7.34%	1,961,220	53,547	2,014,767	7.16
<u>Final Map Property</u>											
Phase 1	82	225	30,723,000		383,863	383,863	16.11%	4,305,882	47,587	4,353,469	7.06
Phase 2-A	3	259	37,296,000		444,355	444,355	18.64%	4,984,430	13,574	4,998,004	7.46
Subtotal	85	484	68,019,000		828,218	828,218	34.75%	9,290,312	61,161	9,351,473	7.27
<u>Undeveloped Property</u>											
Phase 2-A ⁽⁹⁾	1	100	3,407,715		171,565	171,565	7.20%	1,924,491	4,262	1,928,753	1.77
Phase 2-B ⁽¹⁰⁾	10	293	12,943,816		0	493,118	20.69%	5,531,424	24,301	5,555,725	2.33
Phase 3 ⁽¹¹⁾	6	819	8,738,469		0	364,212	15.28%	4,085,444	40,514	4,125,958	2.12
Subtotal	17	1,212	25,090,000		171,565	1,028,895	43.17%	11,541,359	69,077	11,610,436	2.16
Total	435	2,029	\$175,566,750	\$29,499,616	\$1,526,056	\$2,383,386	100.00%	\$26,735,000	\$457,180	\$27,192,180	7.54

Footnotes Follow on Next Page

* Preliminary; subject to change.

- (1) Development Status as of date of appraisal.
- (2) The boundaries of the Westbrook development's Phase Nos 1, 2 & 3 are coterminous to the respective boundaries of Westbrook CFD 1 Zone Nos. 1, 2 & 3.
- (3) Includes the allocation of bulk market values to individual Assessor Parcel Numbers based upon acreage, as recommended by the Appraiser.
- (4) According to the Appraisal Report, those lots/parcels with completed improvements with an assigned complete assessed value for both land and improvements are not a part of the appraisal; these parcels were instead valued at assessed value.
- (5) The projected fiscal year 2018/19 levy assumes a levy of \$1,526,056 and the large lot WB-4 final subdivision map is recorded by June 30, 2018. The Master Developer expects to record this subdivision map prior to June 30, 2018, which would classify these 100 units as "Developed Property" for the purposes of the levy. Based upon these assumptions, the Phase 1 and Phase 2-A parcels would be levied \$1,526,056 in fiscal year 2018/19 while Phase 2-B and Phase 3 would be levied no special tax.
- (6) Includes the \$14,235,000 outstanding principal amount of the Westbrook CFD 1 Series 2014 Special Tax Bonds and the \$[12,500,000] estimated principal amount of the Bonds.
- (7) The Projected Par amount of the Series 2018 Bonds and the outstanding amount of the 2014 Series Bonds as of September 30, 2018 have been allocated based upon each parcel's proportionate share of the District's FY 2018/19 Maximum Special Tax Annual Tax.
- (8) Includes the overlapping debt liens as of February 1, 2018 listed under "Direct and Overlapping Tax and Assessment Debt" in the overlapping debt report prepared by California Municipal Statistics, Inc. Does not include any PACE liens secured by assessments or special taxes on the property.
- (9) The Master Developer has indicated that the final subdivision map for Large Lot WB-4 is expected to be recorded prior to June 30, 2018.
- (10) Includes one 14.5-acre commercial parcel known as WB-42.
- (11) Includes the appraised value of Large Lot Nos WB-30 and WB-32 (APNs 496-100-027 and 496-100-034), each of which has a Maximum Tax of zero due to affordable housing designations. Either of these parcels can be subject to the District special taxes should one or more of the units no longer qualify as affordable.

Sources: *Assessed Values – Placer County 2017/18 Secured Property Roll, as compiled by Willdan Financial Services; Appraised Values - Integra Realty Resources, Inc.; Overlapping Debt - California Municipal Statistics, Inc.; Maximum Special Tax - Willdan Financial Services.*

Value to Lien Ratios by Ownership and Development Status. The following table presents information regarding appraised value, assessed value, and average value to lien ratios by owner and status of development.

Table 7
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Principal Property Owners and Development Status

Ownership and Development Status ⁽¹⁾⁽²⁾	No. of Parcels	Planned Residential Units	Appraised Value ⁽³⁾⁽⁴⁾	Assessed Value ⁽⁴⁾	Projected FY 2018/19 Special Tax Levy ⁽⁵⁾⁽⁶⁾	FY 2018/19 Maximum Tax	Percent of Total Maximum Tax	Allocable Debt CFD Bonds ^{(7)(8)*}	Overlapping Debt ⁽⁹⁾	Total Debt	Average Value to Lien Ratio
Westpark S V 400 LLC											
Undeveloped Property ⁽⁵⁾⁽¹⁰⁾⁽¹¹⁾	17	1,212	\$25,090,000	\$	\$171,565	\$1,028,895	43.17%	\$11,541,359	\$69,077	\$11,610,436	2.16
D R Horton CA2 Inc.											
Developed Property	27	27	12,015,000		46,323	46,323	1.94%	519,613	13,332	532,945	22.54
Under Construction	31	31	3,999,000		53,185	53,185	2.23%	596,592	15,307	611,899	6.54
Final Map Property	45	45	5,805,000		77,204	77,204	3.24%	866,021	22,220	888,241	6.54
Subtotal	103	103	\$21,819,000		\$176,712	\$176,712	7.41%	\$1,982,226	\$50,859	\$2,033,085	10.73
D R Horton CA3 Inc.											
Developed Property	57	57	25,080,000		80,208	80,208	3.37%	899,714	24,125	923,839	27.15
Under Construction	35	35	4,401,250		49,251	49,251	2.07%	552,457	14,813	567,270	7.76
Final Map Property	6	6	754,500		8,433	8,443	0.35%	94,707	2,539	97,246	7.76
Subtotal	98	98	\$30,235,750		\$137,902	\$137,902	5.79%	\$1,546,878	\$41,477	\$1,588,355	19.04
Total D.R. Horton	201	201	\$52,054,750		\$314,614	\$314,614	13.20%	\$3,529,104	\$92,336	\$3,621,440	14.37
Lennar Homes of California, LLC											
Final Map Property	3	259	37,296,000		444,355	444,355	18.64%	4,984,431	13,573	4,998,004	7.46
Woodside 05N LP											
Developed Property	71	71	26,819,000	3,047,454	108,855	108,855	4.57%	1,221,049	45,342	1,266,391	23.58
Under Construction	44	44	6,018,500		72,404	72,404	3.04%	812,171	23,427	835,598	7.20
Final Map Property	29	29	4,008,500		49,445	49,445	2.07%	554,642	16,448	571,090	7.02
Subtotal	144	144	\$36,846,000	\$3,047,454	\$230,704	\$230,704	9.68%	\$2,587,862	\$85,217	\$2,673,079	14.92

Taylor Morrison of California,
LLC ⁽¹⁾

Final Map Property	2	145	20,155,000		248,770	248,770	10.44%	2,790,512	6,380	2,796,892	7.21
Individual Homeowners											
Developed Property	68	68	4,125,000	26,452,162	116,048	116,048	4.87%	1,301,732	190,597	1,492,329	20.49
Total	435	2,029	\$175,566,750	\$29,499,616	\$1,526,056	\$2,383,386	100.00%	\$26,735,000	\$457,180	\$27,192,180	7.54

- (1) Ownership according to Placer County July 1, 2017 Secured Property Roll, except for two parcels conveyed to Taylor Morrison of California, LLC per grant deed recorded on June 9, 2017.
- (2) Development Status as of the valuation date of the appraisal.
- (3) Includes the allocation of bulk market values to individual Assessor Parcel Numbers based upon acreage, as recommended by the Appraiser.
- (4) According to the Appraisal Report, those lots/parcels with completed improvements with an assigned complete assessed value for both land and improvements are not a part of the appraisal; these parcels were instead valued at assessed value.
- (5) The breakdown of the District's projected FY 2018/19 Special Tax Levy shown above assumes the WB-4 100-unit subdivision map will be recorded by June 30, 2018, thereby causing the 100 single family units to be taxed by the District as Developed Property. Large Lot WB-4 is shown above as Undeveloped Property.
- (6) These projected FY 2018/19 Special Taxes assume levying the District's Developed Property, including Large Lot WB-4, at the Maximum Special Tax rate whiel the remainder of the District's taxable property would not be levied any Special Taxes.
- (7) Includes the \$14,235,000 outstanding principal amount of the Westbrook CFD 1 Series 2014 Special Tax Bonds and the \$[12,500,000] estimated principal amount of the Bonds.
- (8) The Projected Par amount of the Series 2018 Bonds and the outstanding amount of the 2014 Series Bonds as of September 30, 2018 have been allocated based upon each parcel's proportionate share of the District's FY 2018/19 Maximum Annual Special Tax.
- (9) Includes the overlapping debt liens as of February 1, 2018 listed under "Direct and Overlapping Tax and Assessment Debt" in the overlapping debt report prepared by California Municipal Statistics, Inc. Does not include any PACE liens secured by assessments or special taxes on the property.
- (10) Includes one 14.5-acre commercial parcel known as WB-42.
- (11) Includes the appraised value of Large Lot Nos WB-30 and WB-32 (APNs 496-100-027 and 496-100-034), each of which has a Maximum Tax of zero due to affordable housing designations. Either of these parcels can be subject to the District special taxes should one or more of the units no longer qualify as affordable.

Sources: Assessed Values – Placer County 2017/18 Secured Property Roll; Ownership – Placer County as compiled by Willdan Financial Services; Appraised Values and Development Status – Integra Realty Resources, Inc.; Overlapping Debt – California Municipal Statistics, Inc.; Maximum Special Tax – Willdan Financial Services

Average Value to Lien Ratio Categories. The estimated value of all taxable property within the District is \$205,066,366. The principal amount of direct and overlapping bonded debt in the District (including the Bonds and the 2014 Bonds) is \$27,192,180*. Consequently, the estimated value of the taxable property within the District is approximately 7.54* times the principal amount of the direct and overlapping bonded debt, as shown below.

Table 8
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Average Value to Bonded Debt Ratios

Value To Bonded Debt Category	No. of Parcels	Planned Residential Units	Appraised Value ⁽¹⁾⁽²⁾	Assessed Value ⁽²⁾	Fiscal Year 2018-19 Maximum Tax	% of Total Maximum Tax	Allocable Debt CFD Bonds ^{(3)(4)*}	Overlapping Debt ⁽⁵⁾	Total Debt*	Average Value to Lien Ratio*
20:1 to 29.99:1	193	192	\$70,535,652	\$18,102,057	\$306,880	12.87%	\$3,442,350	\$199,244	\$3,641,594	24.34
10:1 to 19.99:1	31	31		11,397,559	53,185	2.23%	596,592	77,917	674,509	16.90
5:1 to 9.99:1	195	594	82,437,750		1,003,058	42.09%	11,251,532	114,708	11,366,240	7.25
1 to 4.99:1	16	1,212	22,593,348		1,020,263	42.81%	11,444,526	65,311	11,509,837	1.96
Totals	435	2,029	\$175,566,750	\$29,499,616	\$2,383,386	100.00%	\$26,735,000	\$457,180	\$27,192,180	7.54

* Preliminary. Subject to change.

Sources: For assessed values, Placer County 2017-18 Secured Property Roll, as compiled by Willdan Financial Services. For appraised values, Integra Realty Resources, Inc. For overlapping debt, California Municipal Statistics, Inc. For maximum special tax, Willdan Financial Services.

In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. The lien created on the land within the District through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by the Developers or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be subordinate to the lien of the Special Tax.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Set forth below is an overlapping debt table showing the existing direct and overlapping bonded debt payable with respect to property within the District. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in the District is also subject to Fiscal Year 2018-19 special taxes authorized to be levied on behalf of the City's Westbrook Community Facilities District No. 2 (Public Services) and Community Facilities District No. 3 (Municipal Services) for municipal services, which districts provide for escalating annual special taxes on residential property currently in the respective approximate annual amount of \$415 (low density and medium density) for CFD No. 2 and \$439 (low density)/\$257 (medium density) for CFD No. 3.

Table 9
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Summary of Overlapping Debt
(As of February 1, 2018)

2017-18 Local Secured Assessed Valuation: \$61,588,703

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt</u>
Center Joint Unified School District General Obligation Bonds	0.129%	\$ 50,386
Roseville Joint Union High School District General Obligation Bonds	0.211	143,871
Roseville Joint Union High School District SFID No. 1 General Obligation Bonds	3.220	195,591
Roseville City School District General Obligation Bonds	0.368	67,332
City of Roseville Westbrook Community Facilities District No. 1	100.000	14,235,000⁽¹⁾
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$14,692,180
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Placer County Certificates of Participation	0.086%	\$ 26,929
Placer County Office of Education Certificates of Participation	0.086	1,122
Sierra Joint Community College District Certificates of Participation	0.065	4,340
Central Joint Unified School District Certificates of Participation	0.129	988
Roseville Joint Union High School District Certificates of Participation	0.211	1,183
Roseville City School District Certificates of Participation	0.368	28,646
City of Roseville Certificates of Participation	0.292	74,726
Placer County Mosquito and Vector Control District Certificates of Participation	0.086	3,013
TOTAL OVERLAPPING GENERAL FUND DEBT		\$140,947
Less: City of Roseville supported obligations		9,318
TOTAL OVERLAPPING GENERAL FUND DEBT		\$131,629
 GROSS COMBINED TOTAL DEBT		\$14,833,127⁽²⁾
NET COMBINED TOTAL DEBT		\$14,823,809
 <u>Ratios to 2017-18 Assessed Valuation:</u>		
Direct Debt (\$14,235,000).....	23.11%	
Total Direct and Overlapping Tax and Assessment Debt.....	23.86%	
Combined Total Debt.....	24.08%	
Net Combined Total Debt.....	24.07%	

(1) Excludes the Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics.

There can be no assurance that the Developer, its affiliates or any subsequent owner will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City or the Developer.

Private liens, such as deeds of trust securing loans obtained by the Developer, may be placed upon property in the District at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Tax Burden on Single-Family Home

The Development Agreement specifies that the overall tax burden after formation of the District shall not exceed 2% of the estimated sales price of a single-family residential home. Based on estimated sales prices provided by the Developer, the Special Tax Administrator has projected that the overall tax burden for low-density residences will be approximately 1.63% and for medium-density residences will be approximately 1.62%, as shown in the following table.

Table 10
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Projected Overall Tax Burden for Single-Family Residential Parcels
(Fiscal Year 2017-18)

Land Use Designation:		MDR	LDR
Net Taxable Value		Amount	Amount
Average Assessed Value ⁽¹⁾		\$385,000	\$470,000
Less: Homeowner's Exemption		(7,000)	(7,000)
Net Taxable Value		\$378,000	\$463,000
Ad Valorem Property Taxes		Amount	Amount
Rate ⁽²⁾			
Base Property Tax	1.000000%	\$ 3,780	\$ 4,630
Roseville City Elem B&I 2002 Series	0.011525%	44	53
Roseville High B&I 1992	0.013840%	52	64
Roseville High B&I 2004 Series	0.023469%	89	109
Roseville High B&I 2008 SFID #1	0.033604%	127	156
Roseville High B&I 2016 Series	0.014780%	56	68
Total Ad Valorem Property Taxes	1.097218%	\$ 4,147	\$ 5,080
Parcel Charges, Special Taxes and Assessments ⁽³⁾		Amount	Amount
Placer Mosquito & Vector ⁽⁴⁾		\$ 28	\$ 28
City of Roseville Westbrook CFD 1 (Public Facilities) ⁽⁵⁾		1,407	1,716
City of Roseville Westbrook CFD 2 (Public Services) ⁽⁶⁾		415	415
City of Roseville CFD 3, Municipal Services ⁽⁷⁾		257	439
Total Parcel Charges, Assessments, and Special Taxes		\$ 2,108	\$ 2,598
Total Projected Taxes and Direct Charges		\$ 6,255	\$ 7,678
Total Effective Tax Rate		1.62%	1.63%

(1) Representative new home prices from the "Ability to Pay" section of the Appraisal.

(2) FY 2017/18 Ad Valorem Tax Rates.

(3) Does not include any PACE Special Taxes or Assessments.

(4) FY 2017/18 Charge.

(5) Equal to the applicable Maximum Public Facilities Special Tax for FY 2018/19.

(6) Equal to the applicable maximum public Services Special Tax for FY 2018/19.

(7) Projected applicable Maximum Municipal Services Special Tax for FY 2018/19.

Source: FY 2017/18 Ad Valorem Tax Rates of TRA 005071 – Placer County Tax Collector; Representative New Home Prices – Integra Realty Resources, Inc.; Maximum Special Tax Rate – Willdan Financial Services.

Special Tax Collections and Delinquencies

Historical Special Tax collections and delinquencies in the District are presented in the table below.

Table 11
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Special Tax Collections and Delinquencies

<u>Fiscal Year</u>	<u>Amount Levied</u>	<u>No. of Parcels Levied</u>	<u>Number of Parcels Delinquent</u>	<u>Amount Delinquent⁽¹⁾</u>	<u>Percentage Amount Delinquent</u>
2015-16	\$822,830	7	0	\$0	0.00%
2016-17	856,654	105	0	0	0.00%
2017-18	830,882	415	1	841	0.20%

(1) For fiscal years 2015-16 and 2016-17, as of fiscal year end. For fiscal year 2017-18, as of January 23, 2018.
Source: Placer County Assessor, as compiled by Willdan Financial Services.

SPECIAL RISK FACTORS

The purchase of the Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the Bonds. The Bonds are not general obligations of the City but are limited obligations of the City and the District payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS." Any tax for the payment of the Bonds will be limited to the Special Tax to be collected within the jurisdiction of the District.

Concentration of Ownership

The majority of the land within the District is currently owned by the Developer and three merchant homebuilders. The owners of property in the District are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of the Developer, the merchant homebuilders, or any future owner of significant property subject to the Special Taxes in the District to pay installments of Special Taxes when due could cause the depletion of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to meet the District's obligations on the Bonds. For a description of the Developer, see "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." In that event, there could be a delay or failure in payments on the Bonds. See "SPECIAL RISK FACTORS - Bankruptcy and Foreclosure Delays" below and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS - Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of the taxable property within the District. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or

to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). The improvements to be financed by the Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in the District could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of Taxable Parcels within the District is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of the Special Tax, the District's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land development and land values could be adversely affected by economic and other factors beyond the District's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within the District as of the date indicated. No assurance can be given that the land values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Appraised Values" above.

Neither the District nor the City has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the District is issuing the Bonds without regard to any such evaluation. Thus, the creation of the District and the issuance of the Bonds in no way implies that the District or the City has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in the District or the value of property in the District.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the Bonds should it be necessary for the District to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT –Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within the District will be completed, and in assessing the investment quality of the Bonds, prospective purchasers should evaluate the risks of noncompletion.

The Developer provides no assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development. The Developer has no obligation to the City or to owners of the Bonds to complete the project.

Risks of Real Estate Investment Generally. Continuing development of land within the District may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the District. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within the District will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within the District will not be adversely affected by these risks.

Natural Disasters. The value of the parcels in the District in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in the District and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the District, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, the District is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Recent California Drought. On January 17, 2014, with California facing water shortfalls in the then-driest year in recorded state history, Governor Edmund G. Brown Jr. proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for these drought conditions. In the State of Emergency declaration, Governor Brown directed State officials to assist farmers and communities that were economically impacted by dry conditions and to ensure the State could respond if Californians faced drinking water shortages. The Governor also directed state

agencies to use less water and hire more firefighters and greatly expanded water conservation public awareness. In addition, the proclamation gave state water officials more flexibility to manage supply throughout California under drought conditions.

The Governor's State of Emergency declaration followed a series of actions the administration had taken to ensure that California was prepared for record dry conditions. In May 2013, Governor Brown had issued an Executive Order to direct State water officials to expedite the review and processing of voluntary transfers of water and water rights. In December 2014, the Governor had formed a Drought Task Force to review expected water allocations, California's preparedness for water scarcity and whether conditions merited a drought declaration.

California set a new "low water" mark on April 1, 2015, with its early-April snowpack measurement. The Statewide electronic reading of the snowpack's water content stood at 1.4 inches, or 5 percent, of the 28-inch average. The lowest previous reading since 1950 was 25 percent of the average, so water year 2015 was the driest winter in California's written record. Subsequently, on April 1, 2015, for the first time in State history, the Governor directed the State Water Resources Control Board to implement mandatory water reductions in cities and towns across California to reduce water usage by 25 percent. This savings amounted to approximately 1.5 million acre-feet of water over nine months.

Following a wet winter that partly replenished the mountain snowpack and a year of savings in State water use, the State Water Resources Control Board announced that it would suspend the mandatory Statewide reduction in urban water use, effective June 1, 2016. Although the State is still in a drought, the State Water Resources Control Board adopted new rules that would allow local communities to set their own conservation standards based on their own projection of water supplies, assuming that the next three years would continue to be uncommonly dry. These projections would be subject to State review, and the State could impose restrictions on communities it determines were being unrealistic. Should communities revert to water-wasting habits, or if subsequent years are dry again, the State may return to the mandatory statewide reductions. The City cannot predict how long the drought conditions will last, what effect drought conditions may have on property values or whether or to what extent water reduction requirements in effect today or mandated in the future may affect the District.

The City employs a portfolio approach to its water supplies which includes the use of surface water, groundwater and recycled water. This portfolio approach is designed to provide a more reliable water supply. Surface water is the City's primary water supply which is delivered from the Folsom Reservoir under contracts with the Bureau of Reclamation and the Placer County Water Agency. The City also uses groundwater to supplement its surface water supplies during emergency and drought conditions. These ground water wells are designated to accommodate Aquifer Storage and Recovery (ASR). The City's ASR program allows for the storage of treated surface water in the groundwater basin through direct injection through the ASR wells. This water can be extracted later from the same wells for use during emergency or drought conditions. This water "banking" allows the City to use groundwater without significant impact to the ground water table when surface water supplies are limited. The City also uses recycled water generated from its wastewater treatment facilities for irrigation purposes in commercial landscaping, public rights-of way, parks and golf courses. The use of recycled water reduces the demand for treated water for these purposes and leaving more for domestic use.

The Developer and the City indicate that the existing Development Agreement protects the Developer's ability to access water for the project through an agreed upon water allocation. Further, the City indicates it has adequate surface water and groundwater supplies to meet the allocation for

all three phases of development notwithstanding existing limitations as part of the City's drought management programs. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within the District may be delayed or even stopped. The Development Agreement provides that should the City need to restrict development it must do so City-wide and cannot single out the Westbrook property in restricting development activity. In turn, the anticipated diversity of land ownership within the District could also be reduced, making the owners of the Bonds more dependent upon the Developer's or other owners of undeveloped land timely payment of the Special Taxes levied on undeveloped property. Furthermore, such an increased period of concentrated ownership of undeveloped land increases the potential negative impact of any bankruptcy or other financial difficulties experienced by the Developer or successor owners. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within the District following a delinquency in the payment of Special Taxes.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in the District may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within the District would affect the marketability and the value of some or all of the property in the District. In that event, the owners and operators of a parcel within the District may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within the District and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within the District by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within the District has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them. A "Phase I" environmental site assessment was prepared for the property in the District (not including the specific plan Phase 3 property) in June 2014, which did not indicate the presence of any hazardous substance or other environmental concerns within the District.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within the District resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified.

Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within the District that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Developer believes that no federally listed endangered or threatened species would be affected by the proposed development within the District, other than any that are permitted by the entitlements already received, the discovery of an endangered plant or animal could delay development of vacant property in the District or reduce the value of undeveloped property.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the maximum annual Special Tax rate authorized in the Rate and Method. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the Bonds.

In addition to the maximum annual Special Tax rate limitation in the Rate and Method, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax formula set forth in the Rate and Method is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the

Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See "– Tax Delinquencies" below. For a summary of recent Special Tax collection and delinquency rates in the District, see "THE DISTRICT – Special Tax Collection and Delinquency Rates."

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See "– FDIC/Federal Government Interests in Properties" below.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not

being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds. To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund established for the Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the Bond Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the Bond Reserve Fund for transfer to the Bonds Redemption Account to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the Bonds on a timely basis.

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Property in the District is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in the District is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Westbrook Community Facilities District No. 2 (Public Services) and the City's Community Facilities District No. 3 (Municipal Services). The property is not subject to any other special tax or assessment liens (other than the lien of the Special Tax). See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT – Estimated Tax Burden on Single Family Home."

In general, as long as the Special Tax is collected on the County tax roll, the Special Tax and all other taxes, assessments and charges also collected on the tax roll are on a parity, that is, are of equal priority. Questions of priority become significant when collection of one or more of the taxes, assessments or charges is sought by some other procedure, such as foreclosure and sale. In the event of proceedings to foreclose for delinquency of Special Taxes securing the Bonds, the Special Tax will be subordinate only to existing prior governmental liens, if any. Otherwise, in the event of such foreclosure proceedings, the Special Taxes will generally be on a parity with the other taxes, assessments and charges, and will share the proceeds of such foreclosure proceedings on a pro-rata basis. Although the Special Taxes will generally have priority over non-governmental liens on a Taxable Parcel, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "– Bankruptcy and Foreclosure Delays" above.

There can be no assurance that property owners within the District will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within the District, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in the District. Such loans would increase amounts owed by the

owner of such parcel with respect to development of its property in the District. However, the lien of such loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within the District on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the Reserve Fund, if available, may be used to pay principal of and interest on the Bonds. If funds in the Reserve Fund for the Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within the District at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Special Tax Methodology - Limitation on Increases of Special Tax Levy" for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a Bond holder is given the right for the equal benefit and protection of all Bond holders similarly situated to pursue certain remedies. So long as the Bonds are in book-entry form, DTC will be the sole Bond holder and will be entitled to exercise all rights and remedies of Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State's constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of the District. See "Property Values and Property Development – Land Development" above. See also "Proposition 218" below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the District. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the Special Tax Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIII C and XIII D to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act". Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes ("special taxes") require a two-thirds vote.

The Special Taxes and the Bonds were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Recent Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the "CCFD") established by the City of San Diego. The CCFD is a financing district established under the City's charter (the "Charter") and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City's Charter and with applicable provisions of the California Constitution -- specifically Article XIII A, section 4 ("Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district....") and Article XIII C, section 2(d) ("No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.") -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District, there were no registered voters within the District at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court's holding does not apply to the special tax election in the District.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters....²

53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act]

² Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: "Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax...."

... shall be commenced within 30 days after the voters approve the issuance of the bonds or the special tax ...

Landowner voters approved the Special Taxes and the issuance of bonds for the District in compliance with all applicable requirements of the Mello-Roos Act on April 16, 2014. Therefore, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired.

Because the *San Diego* Court expressly stated that it did not consider the facts presented by the District and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIII A of the California Constitution, commonly known as "**Proposition 13**," provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIII A limits the maximum *ad valorem* tax on real property to 1% of "full cash value," which is defined as the County Assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIII A exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIII A requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIII A of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within the District.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIII B of the State Constitution. Article XIII B prohibits government agencies and the State from spending "appropriations subject to limitation" in excess of the appropriations limits imposed. "Appropriations subject to limitation" are authorizations to spend "proceeds of taxes," which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not "proceeds of taxes" such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the District by not later than nine months after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2017-18 fiscal year (due April 1, 2019) and to provide notices of the occurrence of certain enumerated events.

The Developer has also covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the property it or its affiliates owns in the District by not later than April 1st and October 1st of each year (reflecting reported information as of December 31st of the prior year) beginning with the report due October 1, 2018 (the "**Developer Periodic Reports**") and to provide notices of the occurrence of certain enumerated events. The obligation of the Developer to provide such information is in effect only so long as the Developer and its affiliates, or their successors, are collectively responsible for 20% of the Special Taxes, as described in the Developer Periodic Reports and the Developer's undertaking includes a provision that if a portion of the Developer's property which is responsible for such 20% is sold, the reporting obligation may be assumed by the new owner and the Developer's obligations with respect to such property will be terminated, or if not so assumed, the Developer is to report such required information, as applicable to the transferee.

The City Annual Report and the Developer Annual Report and notices of material events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of material events by the City and the Developer is summarized in "APPENDIX E — FORM OF CONTINUING DISCLOSURE UNDERTAKINGS."

The City believes it currently is in material compliance with all of its continuing disclosure undertakings. Notwithstanding the foregoing: [**To be reviewed/updated**]

(1) The Annual Reports for Fiscal Years 2012 and 2013 for certain of the City's then-outstanding obligations were filed between [[1 and 950] days after the dates required for such filings.

(2) The Audited Financial Statements of the City for Fiscal Years 2012 and 2013 for certain of the City's then-outstanding obligations were filed between [[1 and 1,663]] days after the dates required for such filings.

(3) In the last five years, the City may not have in a timely manner filed all significant event notices of changes in the ratings of certain then-outstanding obligations resulting from changes in ratings to the bond insurers who insured such obligations or the underlying rates for such obligations. However, the City has submitted all previously undisclosed significant event notices of changes in ratings on all currently outstanding obligations.

During the past five years, the Developer has been in material compliance with its continuing disclosure undertakings under the Rule. [confirm]

UNDERWRITING

The Bonds were purchased through negotiation by Piper Jaffray & Co. (the "**Underwriter**"). The Underwriter agreed to purchase the Bonds at a price of \$_____ (which is equal to the par amount of the Bonds, plus/less an original issue premium/discount of \$_____ and less the Underwriter's discount of \$_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

The City has retained Hilltop Securities Inc., Encino, California, as registered municipal advisor (the "**Municipal Advisor**") in connection with the issuance of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Municipal Advisor is an independent financial advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

LEGAL OPINION

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Jones Hall, a Professional Law Corporation, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in Appendix D to this Official Statement, and the final opinion will be made available to registered owners of the Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax, although, in the case of tax years beginning prior to January 1, 2018, for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest earned by a corporation prior to the end of its tax year in 2018 is taken into account in determining certain income and earnings.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors

regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council on behalf of the District.

CITY OF ROSEVILLE

By: _____
Chief Financial Officer

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B
THE APPRAISAL

APPENDIX C

THE CITY OF ROSEVILLE AND PLACER COUNTY

The Districts are located in the City of Roseville (the "City"), which is located in southwestern Placer County (the "County"), California (the "State"). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the Authority secured solely by the Revenues and other amounts pledged under the Indenture, all as described in more detail in this Official Statement.

General

The City is located in the County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and industrial center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 2017 was approximately 135,868.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the "Fountains at Roseville," a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golf and SunSplash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The City's population has increased 1% to 2% per year over the past four years. The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES City, County and State 2013 through 2017

<u>Year</u>	<u>City of Roseville</u>	<u>Placer County</u>	<u>State of California</u>
2013	127,438	362,417	38,239,207
2014	129,822	367,176	38,567,459
2015	131,443	370,238	38,907,642
2016	134,073	373,793	39,255,883
2017	135,868	382,837	39,523,613

Source: California State Department of Finance.

Effective Buying Income

Effective buying income ("EBI") is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

The total effective buying income for the City has increased 20.4% since 2012. The table on the following page summarizes the total effective buying income for the City, County, State and the United States for the period 2012 through 2016. Effective buying income data is not yet available for calendar year 2017.

EFFECTIVE BUYING INCOME (EBI)
City, County, State and United States
As of January 1, 2012 through 2016

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2012	City of Roseville	\$3,308,060	\$55,367
	Placer County	9,955,120	55,173
	California	864,088,828	47,307
	United States	6,737,867,730	41,358
2013	City of Roseville	\$3,327,535	\$56,270
	Placer County	9,811,843	56,393
	California	858,676,636	48,340
	United States	6,982,757,379	43,715
2014	City of Roseville	\$3,507,655	\$59,074
	Placer County	10,287,888	58,583
	California	901,189,699	50,072
	United States	7,357,153,421	45,448
2015	City of Roseville	\$3,959,073	\$64,615
	Placer County	11,729,490	64,480
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2016	City of Roseville	\$4,126,395	\$66,668
	Placer County	12,122,101	65,269
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043

Source: The Nielsen Company (US), Inc.

Employment and Industry

The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 4.2 percent in February 2018, unchanged from a revised 4.2 percent in January 2018, and below the year-ago estimate of 5.3 percent. This compares with an unadjusted unemployment rate of 4.5 percent for California and 4.4 percent for the nation during the same period. The unemployment rate was 4.1 percent in El Dorado County, 3.5 percent in Placer County, 4.2 percent in Sacramento County, and 5.2 percent in Yolo County.

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry, in the Sacramento--Arden-Arcade--Roseville MSA for the years 2013 through 2017. Annual figures are not yet available for 2018.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento Arden Arcade Roseville Metropolitan Statistical Area
(El Dorado, Placer, Sacramento, and Yolo Counties)
Civilian Labor Force, Employment and Unemployment
Annual Averages

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Civilian Labor Force ⁽¹⁾	1,046,800	1,049,200	1,060,200	1,070,900	1,080,900
Employment	956,100	974,100	998,100	1,014,300	1,031,700
Unemployment	90,800	75,100	62,100	56,000	49,200
Unemployment Rate	8.7%	7.2%	5.9%	5.3%	4.6%
Wage and Salary Employment ⁽²⁾					
Agriculture	8,900	9,200	9,300	9,700	9,200
Mining and Logging	500	500	600	400	500
Construction	43,300	45,400	49,900	54,900	58,600
Manufacturing	34,100	35,400	36,300	36,200	35,500
Wholesale Trade	25,000	24,500	24,600	25,700	26,600
Retail Trade	93,800	95,300	97,500	100,400	101,800
Transportation, Warehousing and Utilities	22,900	23,600	24,600	26,000	26,000
Information	14,800	13,900	14,200	13,800	12,500
Finance and Insurance	36,300	35,500	37,100	37,200	37,100
Real Estate and Rental and Leasing	13,100	13,400	13,900	14,500	15,100
Professional and Business Services	114,600	118,200	119,700	128,000	130,500
Educational and Health Services	130,700	134,300	140,300	145,600	152,200
Leisure and Hospitality	88,700	91,800	94,900	99,800	103,400
Other Services	29,000	30,200	30,800	31,700	32,300
Federal Government	13,500	13,600	13,700	14,000	14,200
State Government	109,900	113,400	115,400	116,600	118,600
Local Government	99,200	100,800	102,900	104,000	103,900
Total, All Industries ⁽³⁾	878,200	898,800	925,400	958,700	977,700

⁽¹⁾ Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

⁽²⁾ Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

⁽³⁾ Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers

The following table lists the major employers within the County as of April 2018, in alphabetical order.

MAJOR EMPLOYERS Placer County (In Alphabetical Order) As of April 2018

<u>Employer</u>	<u>Location</u>	<u>Industry</u>
Adventist Health	Roseville	Health Services
Alpine Meadows	Alpine Meadows	Resorts
At&t	Auburn	Telephone Companies
Backyard Bar & BBQ	Truckee	Restaurants
Consolidated Communications	Roseville	Communications
County Jail	Tahoe City	Government Offices-County
Golfland Sunsplash	Roseville	Water Parks
Hewlett-Packard	Roseville	Computer & Equipment Dealers
Kw Commercial	Roseville	Real Estate
Northstar California	Truckee	Resorts
Oracle	Rocklin	Computer Software-Manufacturers
Placer County Food Stamps	Auburn	County Government-Social/Human Resources
Placer County Office of Edu	Auburn	Schools
Placer County Sheriff	Auburn	Government Offices-County
Pride Industries	Roseville	Employment Agencies & Opportunities
Resort At Squaw Creek	Alpine Meadows	Resorts
Ritz-Carlton Lake Tahoe	Truckee	Hotels & Motels
Sheriff's Training	Auburn	Government Offices-County
Sugar Bowl Resort	Norden	Hotels & Motels
Sugar Bowl Ski Area Group Sls	Norden	Skiing Centers & Resorts
Sutter Auburn Faith Hospital	Auburn	Hospitals
Sutter Roseville Medical Ctr	Roseville	Hospitals
Tasq Technology	Roseville	Importers (Whls)
Thunder Valley Casino Resort	Lincoln	Casinos
Unfi Western Region Div	Rocklin	Food Products (Whls)

Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2018 1st Edition.

Principal Employers

The following table shows the principal employers in the City, as shown in the City's Comprehensive Annual Financial Report for fiscal year ending June 30, 2017.

PRINCIPAL EMPLOYERS City of Roseville As of June 2017

<u>Employer</u>	<u>Number of Employees</u>
The Permanente Medical Group & Foundation Group	4,988
Hewlett Packard	2,300
Sutter Roseville Medical Group	2,100
Union Pacific Railroad Company	1,150
City of Roseville	1,149
Roseville Joint Union High School	1,090
Roseville City School District	1,034
PRIDE Industries	838
Adventist Health System West	801
Consolidated Communications	440
Total Employment	15,890

Source: City of Roseville-City Manager's Office, Comprehensive Annual Financial Report, Fiscal Year Ending June 30, 2017.

Construction Permits

In March 2017, the City issued 41 residential single-family building permits and 2 commercial building permits. The City maintains building permit data, which can be viewed on its website.

The following table shows valuations of residential and non-residential building permits issued for calendar years 2012 through 2016. Annual figures are not yet available for 2017.

BUILDING PERMIT VALUATION City of Roseville (Valuation in Thousands of Dollars)

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
<u>Permit Valuation</u>					
New Single-family	\$249,559.2	\$118,547.9	\$154,499.7	\$262,769.4	\$242,272.7
New Multi-family	0.0	6,632.0	15,360.4	0.0	5,900.3
Res. Alterations/Additions	<u>3,082.0</u>	<u>3,395.0</u>	<u>4,967.8</u>	<u>9,039.9</u>	<u>7,518.4</u>
Total Residential	\$252,641.2	\$128,575.0	\$174,827.9	\$271,809.3	\$255,691.4
 New Commercial	 \$16,280.4	 \$26,058.9	 \$19,546.6	 \$36,704.0	 \$27,783.7
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	0.0	2,627.4	10,935.1	9,340.5	18,126.2
Com. Alterations/Additions	<u>31,868.5</u>	<u>45,489.0</u>	<u>62,138.9</u>	<u>42,754.7</u>	<u>32,621.0</u>
Total Nonresidential	\$48,148.9	\$74,175.4	\$92,620.6	\$88,799.2	\$78,530.9
 <u>New Dwelling Units</u>					
Single-Family	663	528	644	927	862
Multiple Family	<u>0</u>	<u>224</u>	<u>0</u>	<u>0</u>	<u>58</u>
Total New Dwelling Units	663	752	644	927	920

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2016-17 assessment roll totaled \$66.8 billion as compared to the prior year's assessment roll of \$63.4 billion, which reflected a 5.38% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2012 through 2016. Annual figures are not yet available for 2017.

BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)

	2012	2013	2014	2015	2016
<u>Permit Valuation</u>					
New Single-family	\$431,611.6	\$378,286.0	\$523,638.2	\$683,806.3	\$776,410.8
New Multi-family	11,368.0	7,078.5	48,645.5	21,702.2	42,395.7
Res. Alterations/Additions	<u>35,481.3</u>	<u>50,358.2</u>	<u>59,428.5</u>	<u>82,577.5</u>	<u>79,543.6</u>
Total Residential	\$478,460.9	\$435,722.7	\$631,712.2	\$788,086.0	\$898,350.1
 New Commercial	 \$ 44,303.0	 \$70,876.0	 \$38,343.5	 \$72,506.2	 \$84,953.2
New Industrial	164.0	1,092.0	199.8	1,339.6	535.1
New Other	414.5	25,673.5	44,159.8	72,602.9	90,958.7
Com. Alterations/Additions	<u>55,512.0</u>	<u>73,037.0</u>	<u>101,977.7</u>	<u>80,457.5</u>	<u>64,524.2</u>
Total Nonresidential	\$100,393.5	\$170,678.5	\$184,680.8	\$226,906.2	\$240,971.2
 <u>New Dwelling Units</u>					
Single-Family	1,209	1,249	1,620	1,994	2,102
Multiple Family	<u>111</u>	<u>227</u>	<u>376</u>	<u>240</u>	<u>322</u>
Total New Dwelling Units	1,320	1,476	1,996	2,234	2,424

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

The total taxable sales during calendar year 2016 in the City were reported to be \$4.43 billion, a 0.4% decrease from the total taxable sales reported during calendar year 2014. Annual figures for 2017 are not yet available.

TAXABLE TRANSACTIONS City of Roseville Calendar Years 2011 through 2016 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2011	3,405	3,024,189	4,476	3,499,616
2012	3,765	3,332,827	4,861	3,772,583
2013	3,757	3,558,765	4,819	4,171,738
2014	3,699	3,607,127	4,743	4,227,788
2015	3,828	3,684,238	5,334	4,446,457
2016	3,761	3,749,782	5,293	4,425,939

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

The total taxable sales during calendar year 2016 in the County were reported to be \$8.92 billion, a 2.83% increase over the total taxable sales of \$8.68 billion reported during calendar year 2014. Annual figures for 2017 are not yet available.

TAXABLE TRANSACTIONS Placer County Calendar Years 2011 through 2016 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2011	7,803	5,112,781	11,120	6,568,195
2012	8,272	5,613,981	11,621	7,065,597
2013	8,487	6,050,198	11,713	7,724,406
2014	8,520	6,296,076	11,749	8,100,167
2015	8,678	6,594,126	13,124	8,675,315
2016	8,671	6,814,515	13,227	8,920,892

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

Transportation

The County's transportation network is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through

the County, connecting San Francisco to New York. Highway 65 runs north from I-80 to Lincoln and Marysville. Interstate 5, which is west of the County, runs north to Seattle and south to Los Angeles. In the City, the major highways in the area are Interstate 80 and Interstate 5, and State Highways 65, 50, and 99.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the County, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

APPENDIX D
FORM OF OPINION OF BOND COUNSEL

_____, 2018

City Council
City of Roseville
311 Vernon Street
Roseville, California 95678

OPINION: \$_____ City of Roseville Westbrook Community Facilities District No. 1
(Public Facilities) Special Tax Bonds Series 2018

Members of the City Council:

We have acted as bond counsel in connection with the issuance by the City of Roseville (the "City") of \$_____ City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2018 (the "Bonds"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act") and a Fiscal Agent Agreement dated as of December 1, 2014, as supplemented by the Supplemental Agreement No 1. to Fiscal Agent Agreement, dated as of _____ 1, 2018 (collectively, the "Fiscal Agent Agreement") by and between the City on behalf of the City of Roseville Westbrook Community Facilities District No. 1 and The Bank of New York Mellon Trust Company, N.A. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2018, to perform the agreements on its part contained therein and in the Fiscal Agent Agreement, and to issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax, although, in the case of tax years beginning prior to January 1, 2018, for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest earned by a corporation prior to the end of its tax year in 2018 is taken into account in determining certain income and earnings. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE (City)

This CONTINUING DISCLOSURE CERTIFICATE (this "Disclosure Certificate") dated as of _____, 2018, is executed and delivered by the CITY OF ROSEVILLE (the "City") in connection with the execution and delivery of its City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2018 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of December 1, 2014, as supplemented by the Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2018 (collectively, the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Annual Report Date" means the date that is nine months after the end of the City's fiscal year (currently April 1 based on the City's fiscal year end of June 30).

"Dissemination Agent" means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2019, with the report for the 2017-18 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A to this Disclosure Certificate.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information:

- (i) Principal amount of all outstanding bonds of the District.
- (ii) Balance in the improvement fund or construction account.
- (iii) Balance in debt service reserve fund, and statement of the reserve fund requirement. Statement of projected reserve fund draw, if any.
- (iv) Balance in other funds and accounts held by Issuer or fiscal agent related to the Bonds.
- (v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within the District.
- (vi) The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years.
- (vii) Notwithstanding the June 30th reporting date for the Annual Report, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of June 30th. Identity of each delinquent taxpayer responsible for 5 percent or more of total special tax/assessment levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.
- (viii) Most recently available total assessed value of all parcels subject to the special tax or assessment.
- (ix) List of landowners and assessor's parcel number of parcels subject to 20 percent or more of the Special Tax levy including the following information: development status to the extent shown in City records, land use classification, assessed value (land and improvements).

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given

under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), and (a)(14) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of
City of Roseville Westbrook Community
Facilities District No. 1 (Public Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent

By: _____
Name:
Title:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: \$_____ City of Roseville Westbrook Community Facilities
District No. 1 (Public Facilities) Special Tax Bonds Series 2018

Date of Issuance: _____, 2018

NOTICE IS HEREBY GIVEN that the City of Roseville (the "City") on behalf of City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) has not provided an Annual Report with respect to the above-named Bonds as required by the Fiscal Agent Agreement dated as of December 1, 2014, as supplemented by the Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of _____ 1, 2018 (collectively, the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent, on behalf of City of
Roseville Westbrook Community Facilities
District No. 1 (Public Facilities)

By: _____
Name:
Title:

cc: City of Roseville

**FORM OF CONTINUING DISCLOSURE CERTIFICATE
(Developer)**

THIS CONTINUING DISCLOSURE AGREEMENT (the "Disclosure Certificate") dated as of _____, 2018, is executed by Westpark Communities dba Westpark S.V. 400, LLC (the "Developer") in connection with the execution and delivery of the City of Roseville of its City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2018 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of December 1, 2014, as supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2018 (collectively, the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

The Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Developer for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Affiliate" of another Person means (a) a Person directly or indirectly owning, controlling, or holding with power to vote, 5% or more of the outstanding voting securities of such other Person, (b) any Person, 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such other Person, and (c) any Person directly or indirectly controlling, controlled by, or under common control with, such other Person. For purposes hereof, control means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person.

"Assumption Agreement" means an undertaking of a Major Owner, or an Affiliate thereof, for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner's development and financing plans with respect to the District), whereby such Major Owner or Affiliate agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the property in the District owned by such Major Owner and its Affiliates and, at the option of the Developer or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof.

"Dissemination Agent" means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the Developer, and which has filed with the Developer, the City and the Trustee a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"Major Owner" means, as of any Report Date, an owner of land in the District that is responsible in the aggregate for 20% or more of the Special Taxes in the District anticipated to be levied at any time during the then-current fiscal year.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" means Piper Jaffray & Co., the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Periodic Report" means any Periodic Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Property" means the property owned by the Developer in the District.

"Report Date" means April 1 and October 1 of any fiscal year.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Special Taxes" means the special taxes of the District levied on taxable property within the District.

Section 3. Provision of Periodic Reports.

(a) The Developer shall, or, upon written direction of the Developer the Dissemination Agent shall, not later than the Report Date, commencing October 1, 2018, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Trustee (if different from the Dissemination Agent), the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Developer shall provide the Periodic Report to the Dissemination Agent (if different from the Developer). The Developer shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Developer), the Trustee (if different from the Dissemination Agent), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent, the Trustee, the Participating Underwriter and the City may conclusively rely upon such certification of the Developer and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Developer that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Developer to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Developer does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice to the MSRB in substantially the form attached hereto as Exhibit A, with a copy to the Trustee (if other than the Dissemination Agent), the City and the Participating Underwriter.

(c) With respect to the Periodic Report, the Dissemination Agent shall, to the extent the Periodic Report has been furnished to it, file the Periodic Report with the MSRB and file a report with the Developer (if the Dissemination Agent is other than the Developer), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to and filed with the MSRB.

Section 4. Content of Periodic Reports. The Developer's Periodic Report shall contain or incorporate by reference the information set forth in Exhibit B relating to the Developer, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Developer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Developer shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit B, the Developer's Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) The Developer shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Developer and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Developer that is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date;

(iii) filing of a lawsuit of which the Developer is aware against the Developer or an Affiliate seeking damages, which is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Developer on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Developer shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the Trustee, the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Developer's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds, or

(ii) at such time as property owned by the Developer is no longer responsible for payment of 20% or more of the Special Taxes, or

(iii) the date on which the Developer prepays in full all of the Special Taxes attributable to the Property, or

(iv) the date on which (A) the Developer has completed construction of all buildings to be constructed within property it owns in the District and (B) each such building constructed by the Developer and intended for lease by the Developer has been, since completion of construction, at least 80% occupied at one time or another.

The Developer shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property owned by the Developer, or any Affiliate of the Developer, is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Developer hereunder with respect to the property in the District owned by such Major Owner and its Affiliates may be assumed by such Major Owner or by an Affiliate thereof, and if so assumed the Developer's obligations hereunder with respect to such portion of the Property will be terminated. In order to effect such an assumption, such Major Owner or Affiliate shall enter into an Assumption Agreement in form and substance reasonably satisfactory to the City and the Participating Underwriter. If not so assumed, the Developer shall report the information, as applicable to the transferee, required herein so long as the transferee is a Major Owner.

Section 7. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent to assist the Developer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Developer. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Developer and the Trustee.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Trust Agreement, with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Developer to comply with any provision of this Disclosure Certificate, the Trustee shall (upon written direction and only to the extent indemnified to its satisfaction from any liability, cost or expense, including fees and expenses of its attorneys), and the Participating Underwriter and any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Trust Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Developer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an "Indemnified Party"), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding loss, liabilities, costs and expenses due to

an Indemnified Party's negligence or willful misconduct or failure to perform its duties hereunder. The Dissemination Agent shall be paid compensation for its services provided hereunder in accordance with its schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Developer, the Trustee, the Bond owners, or any other party. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given as follows:

To the Developer	Westpark Communities dba Westpark S.V. 400, LLC Attn: John Tallman and Ryan O'Keefe 1420 Rocky Ridge Drive, Suite 265 Roseville, CA 95661
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To the Dissemination Agent:	Willdan Financial Services 27368 Via Industria, Suite 200 Temecula, CA 92590
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To the Issuer/City:	City of Roseville 311 Vernon Street Roseville, CA 95678 Attn: CFD Administrator
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Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Developer (its successors and assigns), the Trustee, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Developer hereunder shall be assumed by any legal successor to the obligations of the Developer as a result of a sale, merger, consolidation or other reorganization.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Developer has executed this Disclosure Certificate as of the date first above written.

Westpark S.V. 400, LLC, a California limited liability company

By: _____
Name:
Title:

ACCEPTED by DISSEMINATION AGENT:

Willdan Financial Services,
as Dissemination Agent

By: _____
Name:
Title:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE PERIODIC REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: \$_____ City of Roseville, Westbrook Community Facilities
District No. 1 (Public Facilities), Special Tax Bonds, Series 2017

Date of Issuance: _____, 2018

NOTICE IS HEREBY GIVEN that Westpark S.V. 400, LLC (the "Major Owner") has not provided a Periodic Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate of the Developer dated as of the date of issuance of such Bonds. The Developer anticipates that the Periodic Report will be filed by _____.

Dated: _____

_____,
Dissemination Agent

By: _____

Its: _____

cc: Developer

EXHIBIT B

PERIODIC REPORT

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (the "Disclosure Certificate") dated _____, 2018 executed by the undersigned (the "Developer") in connection with the issuance of the above-captioned bonds by the City of Roseville (the "City") with respect to its City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities), City of Roseville, County of Placer, State of California (the "District").

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the date of this Periodic Report).

A. Property currently owned by the Developer in the District (the "Property"):

Development name: _____

Number of lots (acreage): _____

B. Status of land development or construction activities:

C. Status of building permits and any significant amendments to land use or development entitlements:

D. Aggregate property sold, optioned or leased by the Developer to end users or merchant builders:

Since the Date of Issuance of the Bonds		Since the Last Periodic Report	
Acres*	_____	Acres*	_____
Lots	_____	Lots	_____
Bldg. Sq. Ft.	_____	Bldg. Sq. Ft.	_____

* For bulk land sales only (excluding sales of finished lots or completed buildings).

E. Status of any land purchase contracts with regard to the Property, whether acquisition of land in the District by the Developer or sales of land in the District to other property

owners, distinguishing between (i) end users (e.g., condominiums), (ii) developers and (iii) merchant builders.

F. With respect to occupied buildings owned and leased by Developer, (i) occupancy percentage and (ii) a rent roll consisting solely of (A) term of lease and (B) number of square feet subject to the lease.

II. Legal and Financial Status of Developer

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any change in the legal structure of the Developer or the financial condition and financing plan of the Developer that would materially and adversely interfere with its ability to complete its development plan described in the Official Statement.

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan described in the Official Statement.

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Developer or the Property contained in the Official Statement under the heading "PROPERTY OWNERSHIP AND PROPOSED DEVELOPMENT" that would materially and adversely interfere with the Developer's ability to develop and sell the Property as described in the Official Statement.

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Certification

The undersigned Developer hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Developer under the Disclosure Certificate.

ANY STATEMENTS REGARDING THE DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE DEVELOPER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE DEVELOPER. THE DEVELOPER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE DEVELOPER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: _____

Westpark S.V. 400 LLC

By: _____

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the fiscal agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

§ _____
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2018

BOND PURCHASE AGREEMENT

_____, 2018

City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
311 Vernon Street
Roseville, California 95678

Ladies and Gentlemen:

The undersigned, Piper Jaffray & Co., as underwriter (the “Underwriter”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with the City of Roseville (the “City”) for its Westbrook Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”), which upon acceptance will be binding upon the Underwriter and the City. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the City satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City’s acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2018 which supplements a Fiscal Agent Agreement, dated as of December 1, 2014 (together, the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

1. Purchase, Sale and Delivery of the Bonds.

A. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein: the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter all (but not less than all) of the \$_____ aggregate principal amount of the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2018 (the “Bonds”), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Appendix A hereto. The purchase price for the Bonds shall be \$_____ (being 100% of the aggregate principal amount thereof, [plus/less] [net] original issue [premium/discount] of \$_____, less an Underwriter’s discount of \$_____).

The Underwriter agrees to make a bona fide initial public offering of all of the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering prices (or yields) set forth in Appendix A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the offering of the Bonds, without any

requirement of prior notice, provided that the Underwriter shall not change the interest rates set forth in Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Special Taxes and certain other amounts as provided in the Fiscal Agent Agreement, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Community Facilities District Act” or the “Act”). The issuance of the Bonds has been duly authorized by the City pursuant to a resolution (the “Resolution”), adopted by its City Council (the “City Council”) on behalf of the Community Facilities District, on _____, 2018. The proceeds of the Bonds shall be used to (i) construct and acquire certain public facilities of benefit to the Community Facilities District, (ii) increase the amount in a parity debt service reserve fund for the Bonds, (iii) provide capitalized interest to and including [September 1, 2018], and (iv) pay costs of issuance of the Bonds.

B. The City hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the City on behalf of itself and on behalf of the Community Facilities District herein, and the City shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the City, on behalf of itself or on behalf of the Community Facilities District, herein is incorrect in any material respect.

C. The City acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities for resale to investors in an arm’s-length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City and the Community Facilities District; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the City, the Community Facilities District, or any other person or entity and has not assumed any advisory or fiduciary responsibility to the City or the Community Facilities District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Community Facilities District on other matters); (iii) the only obligations the Underwriter has to the City or the Community Facilities District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the “MSRB”); and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The City acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB and acknowledges that it has engaged Hilltop Securities Inc. (the “Municipal Advisor”), as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1) and will rely solely on the Municipal Advisor for financial advice with respect to the Bonds.

D. Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement dated _____, 2018, relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the “Preliminary Official Statement.” By its acceptance of this Purchase Agreement, the City hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official

Statement, and the City agrees to execute a final official statement relating to the Bonds (the "Official Statement") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Jones Hall, a Professional Corporation, Bond Counsel and Disclosure Counsel (herein called "Bond Counsel"), and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 2(S) hereof. The City hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the City or the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement. The Preliminary Official Statement and/or the Official Statement may be delivered and printed in a "designated electronic format" as defined in the MSRB's Rule G-32 and as may be agreed to by the City and the Underwriter. The City confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent by first class mail or electronically (or other equally prompt means) not later than the first business day following the day upon which each such request is received.

E. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), the City will undertake pursuant to the City Continuing Disclosure Certificate, in the form attached as an appendix to the Official Statement (the "City Continuing Disclosure Certificate"), to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

F. Except as the Underwriter and the City may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned; and the City will deliver to the Underwriter through The Depository Trust Company's ("DTC") FAST delivery system, the Bonds, in definitive form (all Bonds bearing CUSIP® numbers printed thereon), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Community Facilities District Act at 8:00 a.m. California time, on _____, 2018 (the "Closing Date"), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (A) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds, and the specimen Bonds will be made available for checking by the Underwriter not less than 5 days prior to the Closing.

G. Except as the City and the Underwriter may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned on the Closing Date.

2. Representations, Warranties and Covenants of the Community Facilities District. The City represents, warrants and covenants to the Underwriter, on behalf of itself and the Communities Facilities District, as the case may be, that:

A. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California (the “State”), and has duly authorized the formation of the Community Facilities District pursuant to resolutions duly adopted by the City Council (the “Community Facilities District Formation Resolution” and, together with the Resolution, the “Community Facilities District Resolutions”) and the Act. The City Council, as the legislative body of the Community Facilities District, has duly adopted the Community Facilities District Formation Resolution, has duly adopted a Resolution and Ordinance levying the Special Taxes (for all purposes herein, as such are defined in the Fiscal Agent Agreement) within the Community Facilities District (the “Ordinance”), and has caused to be recorded in the real property records of Placer County, a notice of special tax lien and an amendment thereto (collectively, the “Notice of Special Tax Lien”) (the Community Facilities District Formation Resolution, the Ordinance, and the Notice of Special Tax Lien being collectively referred to herein as the “Formation Documents”), and the City Council has duly adopted the Resolution. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The Community Facilities District is duly organized and validly existing as a community facilities district under the laws of the State. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement and the Fiscal Agent Agreement and to carry out all transactions contemplated by each of such agreements; (ii) to enter into the City Continuing Disclosure Certificate; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Fiscal Agent Agreement, this Purchase Agreement and the Official Statement.

This Purchase Agreement, the Fiscal Agent Agreement, and the City Continuing Disclosure Certificate are collectively referred to herein as the “City Documents.”

B. By all necessary official action of the City, the City has duly authorized and approved the execution and delivery by the City of, and the performance by City of, the obligations on its part contained in, the City Documents and has approved the use and distribution by the Underwriter of the Preliminary Official Statement and the execution, use and distribution by the Underwriter of the Official Statement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the parties thereto, the City Documents will constitute the legally valid and binding obligations of the City, on its own behalf and on behalf of the Communities Facilities District, enforceable upon the City and the Community Facilities District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally. To the best of the City’s knowledge, the City has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the City, and the Community Facilities District has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the Community Facilities District.

C. The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Current and Anticipated Development in the District,” as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Current and Anticipated Development in the District,” as to which no view is expressed) as of its date is, true and correct in all material respects

and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or material omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period." If in the opinion of the Underwriter any such event or proceedings requires the preparation and distribution of a supplement or amendment to the Official Statement, the City shall prepare and furnish to the Underwriter, at the City's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of the MSRB's Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the City and the Underwriter as the Underwriter may reasonably request. If such amendment or supplement to the Official Statement shall be made subsequent to the Closing Date, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

E. As of the time of acceptance hereof and as of the Closing Date, the City and the Community Facilities District, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the City Documents, and any immaterial noncompliance by the City or the Community Facilities District, if any, will not impair the ability of the City or the Community Facilities District, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of its Bonds, the City will continue to comply with the covenants of the City contained in the City Documents and it shall cause the Community Facilities District to continue to comply with the covenants of the Community Facilities District contained in the City Documents.

F. Except as described in the Preliminary Official Statement, neither the City nor the Community Facilities District is, and as of the Closing Date, neither will be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound; and, to the City's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would

constitute a default or event of default under any such instrument which breach, default or event could have an adverse effect on the City's ability or the Community Facilities District's ability to perform their respective obligations under the City Documents; and as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the City Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District of their respective obligations under the City Documents or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement. The City has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Community Facilities District of the Special Taxes (as defined in the Fiscal Agent Agreement) and other moneys pledged to the payment of the principal of and interest on the Bonds under the Fiscal Agent Agreement.

G. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City or the Community Facilities District of their respective obligations under the City Documents, and the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

H. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending (notice of which has been served on the City or the Community Facilities District) or to the best knowledge of the City or the Community Facilities District threatened, in which any such Action: (i) in any way questions the powers of the City Council or the existence of the Community Facilities District or the titles of the officers of the City and/or the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Taxes or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City or the Community Facilities District contemplated thereby; (iii) contests the exclusion of interest on the Bonds from federal or State income taxation or contests the powers of the City or the Community Facilities District which may result in any material adverse change relating to the financial condition of the City or the Community Facilities District; (iv) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the City or the Community Facilities District or would result in any material adverse change in the ability of the City to pledge or apply the Special Taxes (as defined in the Fiscal Agent Agreement) or to pay debt service on the Bonds; or (v) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were

made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no known basis for any Action of the nature described in clauses (i) through (v) of this sentence.

I. The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter and at the expense of the Underwriter as the Underwriter may reasonably request in order: (i) to qualify the Bonds for offer and sale under the “blue sky” or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds, provided; however, that the City will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

J. The City Documents conform as to form and tenor to the descriptions thereof contained in the Preliminary Official Statement. The City represents that the Bonds, when issued, executed and delivered in accordance with the Fiscal Agent Agreement and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City, entitled to the benefits of the Fiscal Agent Agreement. The City and the Community Facilities District will each comply with the covenant in the Fiscal Agent Agreement to cause the Special Taxes to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes. The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Taxes, and in the moneys in the Special Tax Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement. The Fiscal Agent Agreement creates a valid pledge of the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

K. Except as disclosed in the Preliminary Official Statement, there are, to the best of the City’s knowledge, no entities with outstanding assessment liens against any of the properties within the Community Facilities District which are senior to or on a parity with the Special Taxes.

L. The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

M. The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from State of California personal income tax, of the interest on the Bonds. The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certifications may not be relied upon.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the City authorized to do so and delivered to the Underwriter in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the Community Facilities District to the Underwriter as to the statements made therein.

O. The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement.

P. At or prior to the Closing, the City will have duly authorized, executed and delivered the City Continuing Disclosure Certificate. Based on a review of previous undertakings, the Preliminary Official Statement and the Official Statement describe the instances in which the City has failed to comply with any previous undertakings with regard to the Rule to provide annual reports or notices of enumerated events in the last five years.

Q. Between the date of this Purchase Agreement and the date of Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter and the City shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Special Taxes or other assets, properties, funds or interests that will be pledged as security for the Bonds pursuant to the City Documents.

R. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the City will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Fiscal Agent Agreement.

S. The Preliminary Official Statement was deemed final by a duly authorized officer of the City prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final electronic and/or printed form of the Official Statement as set forth in Section 1 above to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

T. The City hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel and the Underwriter from time to time prior to the Closing Date.

U. The City hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and all other documents, certificates and written statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the City shall constitute a representation by the City to the Underwriter that the representations and warranties contained in this Section 2 with respect to the City and the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the City and the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City and the Community Facilities District of

their obligations to be performed hereunder at or prior to the Closing Date and, to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions, the Formation Documents, and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as was described in the Preliminary Official Statement, neither the City nor the Community Facilities District shall be, in any respect material to the Bonds, the City Documents or the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, and the performance by the City or the Community Facilities District, respectively, of its obligations under the Bonds, the City Documents, the Community Facilities District Resolutions, this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America or of any department, division, agency or instrumentality of either thereof or under any applicable court or administrative decree or order or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District, respectively, of its obligations under the City Documents, the Bonds or the Community Facilities District Resolutions.

C. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

D. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the City if, between the date of this Purchase Agreement and the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

1. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

a. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or the legislature of the State or recommended to the

Congress by the President of the United States of America or a member of the President's Cabinet, the Department of the Treasury, the Internal Revenue Service or any member of Congress or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other federal or State authority with appropriate jurisdiction, with the purpose or effect, directly or indirectly, of imposing federal or State income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

b. Legislation introduced in or enacted (or resolution passed) by the Congress, or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States of America or a member of the President's Cabinet, or an order, decree, injunction or decision issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, the Resolution or the City Documents, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Fiscal Agent Agreement Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities laws as amended and then in effect;

c. A general suspension of trading in securities on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

d. There shall have occurred, (1) any material outbreak or escalation of hostilities or the declaration by the United States of America of a national emergency or war, (2) any other calamity or crisis in the financial markets of the United States of America or elsewhere, (3) the sovereign debt rating of the United States of America is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (4) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States of America or any city, county or other political subdivision located in the United States of America having a population of over 500,000;

e. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or the Community Facilities District shall have occurred;

2. The introduction, proposal or enactment of any amendment to the federal or California Constitution or any action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the

Community Facilities District, their property, income, securities (or interest thereon), the validity or enforceability of Special Taxes;

3. Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

4. A general banking moratorium shall have been declared by federal, State of New York or State of California officials authorized to do so or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

5. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation in interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Comptroller of the Currency, the Securities and Exchange Commission or any other federal or State agency or the Congress of the United States of America, or by Executive Order;

6. A decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Fiscal Agent Agreement Act of 1939;

7. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City or the Community Facilities District.

8. The commencement of an Action described in Section 2(H).

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the City, the Community Facilities District, and the Underwriter under this Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in Section 6 below.

E. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. Official Statement. The Official Statement and each supplement or amendment, if any thereto, executed by an authorized officer of the City;

2. Fiscal Agent Agreement. The Fiscal Agent Agreement, duly executed and delivered by the City and the Fiscal Agent;

3. Resolutions. Certifications by the City Clerk with respect to each resolution and ordinance of the City Council, for the City or as the legislative body of the Community Facilities District, relating to the City Documents, the transactions contemplated thereby, formation of the Community Facilities District and issuance of the Bonds;

4. City Continuing Disclosure Certificate. The City Continuing Disclosure Certificate executed and delivered by the City;

5. Bond Counsel Opinion. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the City and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State, in substantially the form included as Appendix D to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

6. Supplemental Opinion. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(i) this Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding agreement of the City and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the information contained in the Official Statement on the cover and under the captions "THE BONDS" (other than by reference Appendix G – THE BOOK ENTRY SYSTEM), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "LEGAL OPINION," "TAX MATTERS" and in Appendices D and F to the Official Statement (excluding any financial, statistical and economic data, forecasts, numbers, charts, graphs, estimates, projections, and assumptions and any information regarding The Depository Trust Company and the book-entry system as to which Bond Counsel need express no opinion or view, and further, excluding any material that may be treated as included under such captions by cross-reference), are accurate insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, Bond Counsel's final approving opinion and the Community Facilities District Act; and

(iv) the Community Facilities District has been duly formed, and the Special Taxes have been duly and validly levied in accordance with the provisions of the Act and, except to the extent prohibited by moratorium, bankruptcy, reorganization, fraudulent conveyance or transfer, insolvency or other similar laws affecting creditors' rights generally, a lien to secure payment of the Special Taxes has been imposed on taxable property in the Community Facilities District;

7. City Attorney Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney to the City and counsel to the Community Facilities District, substantially in the form of Appendix B hereto;

8. Closing Certificate of the City. A certificate, dated the Closing Date, and signed by an authorized officer of the City substantially in the form of Appendix C hereto, together with such additional certifications as Bond Counsel may require;

9. Bank Incumbency Certificate. Certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent, which resolution authorizes the execution of the Fiscal Agent Agreement and the authentication of the Bonds;

10. Fiscal Agent's Certificate. A certificate of the Fiscal Agent, dated the Closing Date, in form and substance acceptable to the Underwriter and its counsel, substantially in the form of Appendix D hereto;

11. Fiscal Agent's Counsel Opinion. An opinion of counsel to the Fiscal Agent, dated the Closing Date, addressed to the Underwriter and the City, substantially in the form of Appendix E hereto;

12. Disclosure Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter and to the City, of Jones Hall, a Professional Corporation, as disclosure counsel ("Disclosure Counsel"), in form and substance acceptable to the Underwriter;

13. Opinion of Underwriter's Counsel. An opinion of counsel to the Underwriter, dated the date of the Closing, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

14. Special Tax Consultant Certificate. A certificate, dated the Closing Date from Willdan Financial Services substantially in the form attached as Appendix F hereto;

15. Transcript. A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Fiscal Agent Agreement and all resolutions of the City and the Community Facilities District relating thereto;

16. Nonarbitrage Certificate. A certificate of the City, dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

17. Specimen Bonds. Copies of the Specimen Bonds;

18. Issue Price Certificate. An issue price certificate of the Underwriter in the form attached as Appendix K hereto;

19. Certificate of Underwriter. A certificate from the Underwriter to the City, in form satisfactory to the City and signed by an authorized officer of the Underwriter, accepting delivery of the Bonds to the Underwriter and receipt of all documents required by the Underwriter, and the satisfaction or waiver of all conditions and terms of this Purchase Agreement by the City, and confirming to the City that as of the Closing Date, all of the representations of the

Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects;

20. Form 8038-G. An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the City, together with evidence that such Form 8038-G has been mailed;

21. CDIAC Statements. Copies of filings with the California Debt and Investment Advisory Commission relating to the issuance of the Bonds;

22. Letter of Representations. A copy of the Blanket Letter of Representations to DTC relating to the Bonds signed by the City;

23. Certificate Regarding Preliminary Official Statement. Prior to and in connection with printing and distribution of the Preliminary Official Statement, (i) an executed certificate of the City, and (ii) an executed certificate of Westpark S.V. 400, LLC and WP Development Company, LLC (collectively, “Westpark” or the “Property Owner”) in the form under Appendix G hereto.

24. Property Owner Continuing Disclosure Certificate. An executed copy of the Property Owner Continuing Disclosure Certificate from Westpark in the form included as an appendix to the Official Statement.

25. Property Owner Bring-Down Certificate. An executed bring-down certificate from Westpark, dated as of the Closing Date, in forms and substance as set forth in Appendix H hereto.

26. Property Owner Counsel Opinion. The opinion of counsel to Westpark in the form attached under Appendix I hereto, addressed to the City and the Underwriter.

27. Appraiser Closing Certificate. A certificate in form and substance as set forth in Appendix J hereto of Integra Realty Resources, the appraiser of the property within the Community Facilities District, dated as of the Closing Date.

28. Additional Bonds Certificate. A certificate in form and substance acceptable to Bond Counsel and Underwriter of Willdan Financial Services, Inc., dated as of the Closing Date, showing that the requirements of subsection (vi) of Section 5.17(a) of the Fiscal Agent Agreement are satisfied.

29. Additional Bonds Opinion. An opinion or opinions, dated the Closing Date and addressed to the City, Trustee and Underwriter, of Bond Counsel, meeting the requirements set forth in Section 5.17(b)(v) and Section 8.08 of the Fiscal Agent Agreement.

30. Additional Documents. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the Community Facilities District in

connection with the transactions contemplated hereby and by the Fiscal Agent Agreement and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the City nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the City set forth in Section 6 hereof shall continue in full force and effect.

4. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the City that, as of the date hereof and as of the date of the Closing:

A. The Underwriter is duly authorized to execute and deliver this Purchase Agreement and to take any action under the Purchase Agreement required to be taken by it.

B. The Underwriter is in compliance with MSRB Rule G-37 with respect to the City and the Community Facilities District, and is not prohibited thereby from acting as underwriter with respect to securities of the City and the Community Facilities District. The Underwriter is in compliance with MSRB Rule G-17 with respect to the City and the Community Facilities District.

C. The Underwriter has, and has had, no financial advisory relationship with the City or the Community Facilities District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship, within the meaning of California Government Code Section 53590, or otherwise.

D. The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm or person (including, but not limited to, the City's financial consultants, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

E. The Underwriter has reasonably determined that the City's undertaking in the City Continuing Disclosure Certificate to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with the Rule.

5. Establishment of Issue Price.

A. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix K, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. Except as otherwise set forth in Appendix A attached hereto, the City will treat the first (meaning single) price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity,

each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- a. the close of the fifth (5th) business day after the sale date; or
- b. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

D. The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires

E. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

a. “public” means any person other than an underwriter or a related party;

b. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);

c. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. “sale date” means the date of execution of this Purchase Agreement by all parties.

6. Expenses.

A. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the City shall pay out of the proceeds of the Bonds or any other legally available funds of the City, all expenses incidental to the performance of the City’s obligations hereunder, including but not limited to the cost of printing and delivering the Bonds to the Underwriter; the costs of printing and shipping the Preliminary Official Statement and the Official Statement; the fees and disbursements of the City, the Community Facilities District, the Fiscal Agent, Bond Counsel, Disclosure Counsel, accountants and any other experts or consultants retained by the City or the Community Facilities District in connection with the issuance and sale of the Bonds; and any other expenses not specifically enumerated in paragraph (B) of this Section incurred in connection with the issuance and sale of the Bonds.

B. Whether or not the Bonds are delivered to the Underwriter as set forth herein, the City shall be under no obligation to pay, and the Underwriter shall be responsible for and pay, CUSIP® and CDIAC fees and expenses to qualify the Bonds for sale under any “blue sky” laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (A) of this Section, including the fees and disbursements of its counsel.

7. Undertakings of the City. The City agrees: (a) to inform the Underwriter, from time to time, upon the reasonable request of the Underwriter, of the amount then on deposit in the Reserve

Fund and all accounts thereunder; and (b) to make available to the Underwriter, upon reasonable request of the Underwriter, at the expense of the City, sufficient copies of its audited financial statements, if any, and any resolutions of its legislative body with respect to the Community Facilities District Resolutions, the Bonds, the Fiscal Agent Agreement, the Official Statement, any amendments or supplements thereto, and other documents relating to the Bonds and pertaining to the City or the Community Facilities District adopted or executed, as the case may be, after the Closing Date, to the extent that such documents are publicly available.

8. Notices. Any notice of other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Roseville, 311 Vernon Street, Roseville, California 95678, Attention: Finance Director; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Jaffray & Co., 2321 Rosecrans Ave., Suite 3200, El Segundo, California 90245 Attention: Public Finance. All such notices, requests or other communications may be made by telephone, personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender. The City and the Underwriter may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

9. Parties In Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The City and the Underwriter may not assign this Agreement. The term "successor" shall not include any holder of any Bonds merely by virtue of such holding.

10. Survival of Representations and Warranties. The representations and warranties of the City under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City or the Community Facilities District and regardless of delivery of and payment for the Bonds.

11. Severability. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

12. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

14. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding between the parties hereto in relation to the sale of the Bonds by the City.

15. Governing Law. This Purchase Agreement shall be governed by the laws of the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

16. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,
PIPER JAFFRAY & CO.

By: _____
Its: Authorized Officer

The foregoing is hereby agreed to and
accepted as of the date first above written:

CITY OF ROSEVILLE

By: _____
Authorized Representative

Time of Execution: _____ p.m. California time

**[EXECUTION PAGE OF BOND PURCHASE AGREEMENT – CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)]**

APPENDIX A

**\$ _____
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2018**

MATURITY SCHEDULE

<u>Maturity (September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Test Satisfied*</u>	<u>10% Test Not Satisfied</u>	<u>Subject to Hold-The- Offering- Price Rule</u>
	\$	%	%	%			

^(T) Term Bond.

^(C) Priced to optional call at [par] on September 1, 20__.

* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

REDEMPTION TERMS

Optional Redemption. The Bonds may be redeemed prior to maturity at the option of the City from any source of available funds, as a whole or in part, on any date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption from Prepayments. The Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 2018 through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Term Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each _____ 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

Term Bonds Maturing September 1, 20__

Mandatory Redemption Date (<u>Sept. 1</u>)	Sinking Fund <u>Payment</u>
--	--------------------------------

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

APPENDIX B

OPINION OF CITY ATTORNEY

_____, 2018

Piper Jaffray & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245
Attention: Public Finance

City of Roseville
Westbrook Community Facilities District No. 1
(Public Facilities)
311 Vernon Street
Roseville, California 95678

Re: City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2018

Ladies and Gentlemen:

We have acted as City Attorney for the City of Roseville (the “City”) and counsel for the Westbrook Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”), in connection with the purchase and sale of the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2018 (the “Bonds”). As such Counsel, we have reviewed the Bond Purchase Agreement, dated _____, 2018 (the “Purchase Agreement”), by and between Piper Jaffray & Co. (the “Underwriter”) and the City, the Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2018 which supplements a Fiscal Agent Agreement, dated as of December 1, 2014 (together, the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”), the City Continuing Disclosure Certificate, dated _____, 2018, by and between the Fiscal Agent and the City (the “City Continuing Disclosure Certificate”), the Preliminary Official Statement, dated _____, 2018, relating to the Bonds (the “Preliminary Official Statement”), the Official Statement, dated _____, 2018, relating to the Bonds (the “Official Statement”), Resolution No. _____ adopted by the City Council of the City on _____, 2018 (“Bond Resolution”), and such other documents, certificates, records and papers as we have deemed necessary to render the below opinions.

The Bonds, Fiscal Agent Agreement, Purchase Agreement, and the City Continuing Disclosure Certificate, are collectively referred to herein as the “Bond Documents.” Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.

With your permission we have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures (other than those of the City and the Community Facilities District); (b) the conformity to the originals of all documents submitted to us as copies; (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in these documents, certificates, records and papers we have reviewed; and (d) compliance with all covenants and agreements contained in such documents.

Based on the foregoing, and in reliance thereon, as of the date hereof, we are of the following

opinions:

1. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California;

2. The Community Facilities District is duly organized and validly existing as a community facilities district under the Constitution and laws of the State;

3. The Bond Resolution was duly adopted at a meeting of the City Council, which meeting was duly called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

4. The preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly approved by the City Council, acting for itself or as the Legislative Body of the Community Facilities District;

5. The execution and delivery by the City of the Bond Documents, and the Bonds and the performance of its obligations thereunder have been duly authorized by all requisite action of the City Council, acting for itself or as the Legislative Body of the Community Facilities District, and the Bonds and the Bond Documents have been duly executed and delivered by the Community Facilities District, and constitute legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District, in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

6. To the best of our knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or to the best of such counsel's knowledge, threatened in any way affecting the existence of the City or the Community Facilities District or the titles of the officers of each to their respective offices, or seeking to restrain or to enjoin the execution and delivery of the Bond Documents, or the issuance, sale or delivery of the Bonds or the application of the proceeds thereof or the collection or application of the Special Taxes, or the exclusion from gross income for State personal income taxes of interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Documents or any action of the City or the Community Facilities District contemplated by any of said documents or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the City or its authority with respect to the Purchase Agreement or any other applicable agreement, or any action on the part of the City or the Community Facilities District contemplated by any of said documents;

7. To the best of our knowledge, the City and the Community Facilities District are not in breach of or in default under any court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District is a party or is otherwise subject or bound, including the Bond Documents, a consequence of which could be to materially and adversely affect the ability of the City or the Community Facilities District to perform their obligations under the Bonds, the Bond Documents or which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder; and;

8. To the best of our knowledge, the adoption of the Bond Resolution and the execution and delivery of the Bonds and the Bond Documents, did not and will not conflict with or constitute a breach of or default under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of City or the Community Facilities District to perform their obligations under the Bonds or any Bond Documents.

The opinions set forth above are subject to the following additional qualifications:

General principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and limitations imposed by bankruptcy, insolvency, fraudulent conveyance, receivership, conservatorship, reorganization, arrangement, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general heretofore or hereafter enacted, as such laws may be applied in the event of bankruptcy, insolvency, reorganization, arrangement, receivership, conservatorship, liquidation, readjustment of debt or other similar proceedings of, or moratorium or similar occurrence affecting municipal corporations in the State.

We express no opinion as to matters governing by laws other than the laws of the State and the federal laws of the United States of America, or the enforceability of any choice of law provision in the documents described herein.

This opinion is solely for your benefit in connection with the transactions covered by the first paragraph of this letter and may not be relied upon or used by, circulated, quoted or referred to, nor may copies hereof be delivered to, any other person or for any other purpose without our prior written approval; provided, however, copies of this opinion may be included in the closing transcripts for the transactions connected with the issuance of the Bonds. We disclaim any obligation to update this opinion letter for events occurring or coming to our attention after the date hereof.

Respectfully submitted,

APPENDIX C

§ _____
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2018

CLOSING CERTIFICATE OF THE CITY

I, the undersigned, hereby certify that I am the _____ of the City of Roseville (the “City”), the City Council (the “City Council”) of which is the Legislative Body for Westbrook Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”), a community facilities district duly organized and existing under the laws of the State of California (the “State”) and I am authorized to execute this Certificate on behalf of the City in connection with the issuance of the above-captioned bonds (the “Bonds”). All capitalized terms herein not otherwise defined shall have the meanings given such terms in the Bond Purchase Agreement (the “Bond Purchase Agreement”), dated _____, 2018, by and between the City and Piper Jaffray & Co.

I further certify on behalf of the City that:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Agreement, made on behalf of the City and the Community Facilities District, are true and correct in all material respects on and as of the date hereof as if made on the date hereof;

(ii) The Community Facilities District Resolutions, Formation Documents and the City Documents are in full force and effect and have not been amended, modified or supplemented;

(iii) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or by any court or regulatory agency, public board or body pending, with respect to which the City or the Community Facilities District has been served with process, or to the best knowledge of the City or the Community Facilities District, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of their officers to their respective offices, (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Special Taxes or any other moneys or property pledged or to be pledged under the Fiscal Agent Agreement, or the pledge thereof, (c) in any way question or affect any of the rights, powers, duties or obligations of the City or the Community Facilities District with respect to the Special Taxes or moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds, (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds, or (e) in any way question or affect the Bond Purchase Agreement or the transactions contemplated thereby, the Official Statement or the City Documents;

(iv) The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Current and Anticipated Development in the District,” as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Current and Anticipated Development in the

District,” as to which no view is expressed) as of its date was and as of the date hereof is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(v) The City has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Bond Purchase Agreement and under the Community Facilities District Resolutions, the Formation Documents, the City Documents and the Official Statement at or prior to the date hereof;

(vi) No event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date hereof any statement or information contained in the Preliminary Official Statement or the Official Statement (other than statements pertaining to the book-entry system and under the headings “THE DISTRICT – Current and Anticipated Development in the District,” as to which no view is expressed) or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(vii) The use of and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds is hereby ratified; and

(viii) The City and the Community Facilities District are each in compliance with all covenants set forth in the Fiscal Agent Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: _____, 2018

CITY OF ROSEVILLE

By: _____

Its: _____

APPENDIX D

FISCAL AGENT'S CERTIFICATE

The undersigned is an authorized officer of The Bank of New York Mellon Trust Company, N.A. (the "Bank"), and as such, is familiar with the facts herein certified and is authorized and qualified to state and certify the following:

(i) The Bank is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to accept and perform its duties under the Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2018 which supplements a Fiscal Agent Agreement, dated as of December 1, 2014 (together, the "Fiscal Agent Agreement"), by and between the City and the Bank, as Fiscal Agent. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Bond Purchase Agreement, dated _____, 2018, by and between the City and Piper Jaffray & Co.;

(ii) Pursuant to the Fiscal Agent Agreement, the Bank will apply the proceeds from the Bonds to the purposes specified in the Fiscal Agent Agreement;

(iii) The Bank is duly authorized to accept the obligations created by the Fiscal Agent Agreement and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement;

(iv) The Fiscal Agent Agreement has been duly authorized, executed and delivered by the Bank and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and binding agreement of the Bank enforceable against the Bank in accordance with its terms;

(v) The Bonds have been validly authenticated and delivered by the Bank pursuant to the Fiscal Agent Agreement;

(vi) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Bank of the other transactions contemplated to be performed by the Bank in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement;

(vii) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body that has been served on the Bank or, to the best of its knowledge, threatened in any way affecting the existence of the Bank, or seeking to restrain or to enjoin the execution and delivery of the Fiscal Agent Agreement or the authentication of the Bonds, by the Bank, or in any way contesting or affecting the validity or enforceability, as against the Bank, of the Fiscal Agent Agreement or any action of the Bank contemplated by any of said documents, or in which an adverse outcome would materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement;

(viii) The Bank is not in breach of or in default under any applicable law or administrative rule or regulation of the State of California (the “State”) or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement (*provided, however*, that the Bank does not certify as to compliance with State or federal securities laws); and

(ix) The authentication of the Bonds, and the execution and delivery of the Fiscal Agent Agreement by the Bank, and compliance with the provisions of each, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, Fiscal Agent Agreement, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement.

Dated: _____, 2018

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Fiscal Agent

By: _____
Authorized Officer

APPENDIX E

FISCAL AGENT'S COUNSEL OPINION

_____, 2018

City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Roseville, California 95678

Piper Jaffray & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245

**Re: \$_____ City of Roseville Westbrook Community Facilities District
No. 1 (Public Facilities) Special Tax Bonds, Series 2018**

Ladies and Gentlemen:

We have acted as counsel for The Bank of New York Mellon Trust Company, N.A., a national banking association (the "Bank") in connection with the execution by the Bank of the Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2018 which supplements a Fiscal Agent Agreement, dated as of December 1, 2014 (together, the "Fiscal Agent Agreement"), by and between the City and the Bank, as Fiscal Agent. We are generally familiar with the Articles of Association and the Bylaws of the Bank and are also familiar with the corporate proceedings of the Bank with regard to its authorization, execution and delivery of the Fiscal Agent Agreement. Capitalized terms used herein shall have the respective meanings ascribed to them in the Fiscal Agent Agreement, except as otherwise defined herein.

We have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of this opinion. In such review, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with originals of all documents submitted to us as copies. Where questions of fact material to our opinions expressed below were not established independently, we have relied upon statements of officers of the Bank as contained in their certificates.

Based upon the foregoing, we are of the opinion that:

1. The Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America.
2. The Bank has all requisite corporate power, authority and legal right to execute and deliver the Fiscal Agent Agreement and to perform its duties and obligations under the Fiscal Agent Agreement, and has taken all necessary corporate action to authorize the execution and delivery thereof and the performance of its obligations thereunder, including the authentication and delivery of the Bonds in its capacity as Fiscal Agent under the Fiscal Agent Agreement.

3. The Bank has duly authorized, executed and delivered the Fiscal Agent Agreement. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Fiscal Agent Agreement is a legal, valid and binding agreement of the Bank, enforceable in accordance with its terms against the Bank.

4. To our knowledge, no authorization, approval, consent, or order of any governmental agency or regulatory authority having jurisdiction over the Bank that has not been obtained by the Bank is required for the authorization, execution and delivery by the Bank of the Fiscal Agent Agreement or the authentication and delivery of the Bonds by the Bank under the Fiscal Agent Agreement.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) the opinions are subject to the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application affecting creditors' rights; and

(b) the opinions are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

Our opinions expressed above are limited to the laws of the State of California and the federal laws of the United States of America.

The foregoing opinions are being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Very truly yours,

APPENDIX F

§ _____
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2018

CERTIFICATE OF SPECIAL TAX CONSULTANT

The undersigned hereby states and certifies:

1. That he is an authorized officer of Willdan Financial Services, Inc. (the “Special Tax Consultant”) and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Consultant has prepared the Rate and Method of Apportionment of Special Tax (the “Rate and Method”) as set forth in Appendix A to the Official Statement dated _____, 2018, for the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”) Special Tax Bonds, Series 2018 (the “Bonds”). Capitalized terms not otherwise defined herein shall be defined as provided in the Rate and Method or the Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2018 which supplements a Fiscal Agent Agreement, dated as of December 1, 2014 (together, the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

3. That the Special Taxes, if levied in accordance with the Rate and Method and collected will annually yield sufficient revenue to make timely payments of the annual debt service on the Bonds and the 2014 Bonds, and annual Administrative Expenses related to the levy and collection of the Special Taxes and the expenses of the Fiscal Agent for the Bonds and the 2014 Bonds (no representation is made as to the actual amounts that will be collected in future years).

4. That the Annual Special Tax, if collected in the maximum amounts permitted pursuant to the Rate and Method on the Closing Date, would generate at least 110% of the Annual Debt Service payable with respect to the Bonds and 2014 Bonds payable from such Special Taxes plus estimated Administrative Expenses equal to a maximum of \$_____ for Fiscal Year 2018-19 (subject to inflation at 2.00% for each subsequent Fiscal Year beginning with Fiscal Year 2019-20), assuming the debt service schedule shown in the Official Statement is true and correct.

5. That all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct, as of the date of the Official Statement and as of the date hereof.

6. That, as of the dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, the information contained in those portions of the Official Statement entitled “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Taxes, - Special Tax Methodology and – Levy of Annual Special Tax; Maximum Special Tax,” “VALUE OF PROPERTY WITHIN THE DISTRICT,” “APPENDIX A,” including the tables sourced to the Special Tax Consultant, and the other data provided by the Special Tax Consultant and included in the Official Statement, do not, to our knowledge, contain any untrue statement of a material fact or

omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

7. The Community Facilities District, the City, the Underwriter, Piper Jaffray & Co., and all the professionals involved in the financing are entitled to rely on this Certificate.

Dated: _____, 2018

WILLDAN FINANCIAL SERVICES

By: _____

Title: _____

APPENDIX G
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2018

CERTIFICATE OF PROPERTY OWNER

_____, 2018

The undersigned party certifies and represents that he or she is duly authorized on behalf of WESTPARK S.V. 400, LLC, a California limited liability company, and WP DEVELOPMENT COMPANY, LLC, a California limited liability company (collectively, “Westpark” or the “Property Owner”), to execute and deliver this certificate (this “Certificate”) in connection with the issuance, sale and delivery by City of Roseville of the Bonds captioned above (the “Bonds”).

Capitalized terms used but not defined in this Certificate have the same meaning as is set forth in the Bond Purchase Agreement with respect to the Bonds between Piper Jaffray & Co., as underwriter (the “Underwriter”), and the City.

As used in this Certificate, the term “Actual Knowledge of the Undersigned” means the knowledge that the undersigned currently has as of the date of this Certificate or has obtained through (i) interviews with such current officers and responsible employees of the Property Owner as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate, and/or (ii) review of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to obtain knowledge of the matters set forth in this Certificate. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Property Owner’s current business and operations.

As used in this Certificate, the term “Relevant Entity” of the Property Owner means any person presently directly or indirectly through one or more intermediaries controlling, controlled by or under common control with the Property Owner, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to the Property Owner’s proposed development of the Property (defined herein), or to the Property Owner’s ability to pay the Special Taxes due with respect to the Property prior to delinquency).

As used in this Certificate, the term “Property” means the real property currently owned by the Property Owner within the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”), as further described in the Preliminary Official Statement.

The undersigned certifies that he or she is familiar with the facts set forth in this Certificate, and further hereby certifies to the Actual Knowledge of the Undersigned as follows, as an authorized officer or representative of the Property Owner:

(1) The Property Owner has been duly organized and validly exists in good standing under the laws of the State of California and has or will have prior to the Closing, as required, all requisite limited partnership right, power and authority:

(i) to execute and deliver this Certificate;

(ii) to own, develop and sell the Property, as described in the Preliminary Official Statement;

(iii) to execute and deliver the Property Owner Continuing Disclosure Agreement at Closing;

(iv) to perform its obligations under the Property Owner Continuing Disclosure Agreement; and

(v) to carry on its business as described in the Preliminary Official Statement.

(2) The Property Owner agrees to execute at Closing the Property Owner Continuing Disclosure Agreement substantially in the form attached as an appendix to the Preliminary Official Statement, with such additional changes as may be agreed upon by the Underwriter, Bond Counsel and the Property Owner.

(3) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, neither Property Owner is aware of any material failures by it or any entity under managerial control of such Property Owner to comply in all material respects with previous continuing disclosure undertakings in a written certificate or agreement executed by it or its Relevant Entities to provide periodic continuing disclosure reports or notices of material events respecting securities offerings in California within the past five years.

(4) To the Actual Knowledge of the Undersigned, execution and delivery of the Property Owner Continuing Disclosure Agreement, and the performance by the Property Owner of its obligations under the Property Owner Continuing Disclosure Agreement, will not conflict with or constitute a breach of or default under any loans, lines of credit, agreements, or other contractual or financial obligations of the Property Owner or any applicable law, regulation, judgment or decree.

(5) To the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in material default on any loans, lines of credit, credit agreements, or other material contractual or financial obligations, or in breach of any applicable law, regulation, judgment or decree, and no event has occurred and is continuing that would constitute such a default or breach, the result of which could reasonably be expected to materially and adversely affect the ability of the Property Owner:

(i) to own, develop and sell the Property, as described in the Preliminary Official Statement;

(ii) to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) to carry on its business as described in the Preliminary Official Statement; and

(iv) to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(6) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Property Owner, the Property Owner has not assumed any obligations under any loans, lines of credit, credit agreements, or other material contractual or financial obligations, or any applicable judgment or decree, which could reasonably be expected to materially and adversely affect the ability of the Property Owner:

(i) to own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency, or

(iii) to carry on its business as described in the Preliminary Official Statement.

(7) Except as described in the Preliminary Official Statement, the Property Owner has no loans outstanding and unpaid and no lines of credit that are secured by the Property.

(8) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in default in, or, in the last five years, has ever defaulted to any material extent in, the payment of special taxes or assessments in connection with the Community Facilities District or any other community facilities districts or assessment districts in California that was not cured prior to the institution of any enforcement action with a court of law.

(9) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there is no litigation, inquiry, investigation or administrative proceeding of any nature pending against the Property Owner (with service of process to the Property Owner having been accomplished), or to the Actual Knowledge of the Undersigned, overtly threatened in writing against the Property Owner, or to the Actual Knowledge of the Undersigned, pending or overtly threatened in writing against any Relevant Entity of the Property Owner, in each case which, if successful, could reasonably be expected to:

(i) materially and adversely affect the ability of the Property Owner to own, develop and sell the Property, as described in the Preliminary Official Statement;

(ii) materially and adversely affect the ability of the Property Owner to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) materially and adversely affect the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement;

(iv) materially adversely affect the ability of the Property Owner to perform its obligations under the Property Owner Continuing Disclosure Agreement;

(v) challenge, question the validity or enforceability of, or restrain or enjoin the performance of, the Special Taxes, the Bonds, the Resolution, the Fiscal Agent Agreement, the Property Owner Continuing Disclosure Agreement or the Bond Purchase Agreement; or

(vi) restrain or enjoin collection of Special Taxes or other sums to be pledged to pay the principal of and interest on the Bonds.

(10) Except as disclosed in the Preliminary Official Statement or in this Certificate:

(i) the Property Owner and, to the Actual Knowledge of the Undersigned, its Relevant Entities, are solvent;

(ii) to the Actual Knowledge of the Undersigned, there are no proceedings pending (with service of process to the Property Owner having been accomplished) or overtly threatened in writing in which the Property Owner or any of its Relevant Entities may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from any or all of its respective debts or obligations, be granted an extension of time to pay its respective debts or obligations, or be granted a reorganization or readjustment of its respective debts or obligations; and

(iii) Neither the Property Owner nor, to the Actual Knowledge of the Undersigned, any of its Relevant Entities, has filed for bankruptcy or been declared bankrupt in the last 10 years.

(11) As of the date hereof, the information in the sections of the Preliminary Official Statement entitled "THE DISTRICT," "THE IMPROVEMENTS," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "CONTINUING DISCLOSURE" and "SPECIAL RISK FACTORS" concerning the Property Owner and its Relevant Entities, the Property, the Property Owner's development and financing plans, and the Property Owner's contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner) is true and correct in all material respects, and contains no untrue statement of a material fact and does not omit any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(12) Except as disclosed in the Preliminary Official Statement, the Property Owner has not submitted an application for, nor received actual notice of,

(i) the formation or authorization of any other assessment district or community facilities district that would include any portion of the Property, or

(ii) the authorization or issuance of any debt secured by an assessment or another special tax to be levied on any portion of the Property, other than the Special Tax.

(13) Except as set forth in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there are no claims, disputes, lawsuits, actions or contingent liabilities of or against the Property Owner or its Relevant Entities, or among, by or between the Property Owner and any contractors working on the development of the Property, which could reasonably be expected to materially and adversely affect:

(i) the ability of the Property Owner to own, develop and sell the Property, as described in the Preliminary Official Statement;

(ii) the ability of the Property Owner to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency;

(iii) the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement; or

(iv) the ability of the Property Owner to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(14) To the Actual Knowledge of the Undersigned, all information submitted by, or on behalf of, the Property Owner to (i) the Appraiser, as such information is set forth in the Appraisal, was, at the time of submission, and, except as modified by later information submitted by such Property Owner, is, as of the date of this Certificate, true and correct in all material respects, and (ii) the City, the Community Facilities District, Bond Counsel, Disclosure Counsel, or the Underwriter in connection with the issuance of the Bonds was, at the time of submission and, except as modified by later information submitted by such Property Owner, is as of the date of this Certificate, true and correct in all material respects.

(15) The Property Owner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Property Owner will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way:

(i) seeks to challenge or overturn the formation of the Community Facilities District;

(ii) seeks to challenge the adoption of the ordinance levying Special Taxes within the Community Facilities District;

(iii) seeks to invalidate the Community Facilities District or any of the Bonds or any refunding obligations; or

(iv) seeks to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notices of special tax lien relating thereto.

The foregoing covenant shall not prevent the Property Owner in any way from bringing any other action, suit, proceeding, inquiry or investigation at law or in equity relating to the following:

(a) a claim that the Special Tax has not been levied in accordance with the Rate and Method;

(b) the application or use of the Special Taxes levied and collected; or

(c) the enforcement of the obligations of the City or the Community Facilities District under the Fiscal Agent Agreement or any agreements between the Property Owner and the City or the Community Facilities District or under which the Property Owner is a beneficiary.

(16) The Property Owner has received a copy of the Rate and Method containing the prepayment formula. The Property Owner acknowledges that any prepayment of the Special Taxes may only be made in accordance with the Rate and Method.

(17) The Property Owner shall comply with the provision of the Mello-Roos Community Facilities Act of 1982, as amended, relating to the Notice of Special Tax described in California Government Code Section 53341.5 in connection with the sale of the Property.

(18) Based upon its current development plans, including, without limitation, its current budget and subject to economic conditions and risks generally inherent in the development of real property, the Property Owner anticipates that it will have sufficient funds to (i) carry on its business as described in the Preliminary Official Statement, (ii) own, develop and sell the Property as described in the Preliminary Official Statement, and (iii) pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency.

However, no assurance can be given that sources of financing available to the Property Owner will be sufficient to complete the property development and home construction as currently anticipated and as described in the Preliminary Official Statement. While the Property Owner has made such internal financing available in the past, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Property Owner nor any of its Relevant Entities has any legal obligation of any kind to make any such funds available or to obtain loans. Other than pointing out the willingness of the Property Owner to provide internal financing in the past, the Property Owner has not represented in any way that it will do so in the future. If and to the extent that internal financing and home sales revenues are inadequate to pay the costs to complete the Property Owner's planned development in the Community Facilities District and other financing by the Property Owner is not put into place, there could be a shortfall in the funds required to complete the proposed development by the Property Owner and portions of the Property may not be developed.

(19) The Property Owner consents to the issuance of the Bonds. The Property Owner acknowledges and agrees that the proceeds of such Bonds will be used for the acquisition and construction of the improvements described in the Preliminary Official Statement. The Property Owner acknowledges that the costs to acquire and construct such improvements are estimates, and that any increase in costs in excess of the estimated costs relating to improvements will reduce the improvements which may be financed by the City,

and neither the City, nor the Community Facilities District has any obligation to provide moneys to pay for any such costs.

(20) During the period between the date of this Certificate and the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the ownership, development or sale of the Property which could cause the information under the captions of the Preliminary Official Statement indicated in Section 11 of this Certificate (and subject to the limitations and exclusions contained in Section 11 of this Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Property Owner shall notify the City and the Underwriter and if, in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Property Owner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

(21) As a condition to the issuance of the Bonds, the Property Owner agrees to deliver a bring-down certificate, dated the Closing Date, in substantially the form attached as Appendix H to the Bond Purchase Agreement, to affirm and restate the Property Owner's certifications, representations and covenants made in this Certificate. If any event related to or affecting the Property Owner, its Relevant Entities or the ownership, development or sale of the Property occurs, as a result of which it is necessary to modify the bring-down certificate, the Property Owner agrees to deliver a new bring-down certificate revised to reflect such event.

(22) The Property Owner acknowledges and agrees that:

(i) in connection with the purchase and sale of the Bonds under the Bond Purchase Agreement, and with the discussions, undertakings and procedures leading up to the consummation of the purchase and sale of the Bonds under the Bond Purchase Agreement, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of the Property Owner;

(iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Property Owner with respect to (a) the offering of the Bonds contemplated hereby or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Property Owner on other matters), or (b) any other obligation to the Property Owner with respect to the offering contemplated by the Bond Purchase Agreement; and

(iii) the Property Owner has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering contemplated by the Bond Purchase Agreement.

On behalf of the Property Owner, I have reviewed the contents of this Certificate and the Property Owner has consulted with counsel regarding the meaning of its contents. The Property Owner acknowledges and understands that a variety of state and federal laws, including but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended, may apply to the Property Owner, and that under some circumstances certification as to the matters set forth in this Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Property Owner under such laws.

WESTPARK S.V. 400, LLC,
a California limited liability company,

WP DEVELOPMENT COMPANY, LLC,
a California limited liability company

By: _____
[Name, title]

APPENDIX H

§ _____
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2018

BRING-DOWN CERTIFICATE OF PROPERTY OWNER

The undersigned party certifies and represents that he or she is duly authorized on behalf of WESTPARK S.V. 400, LLC, a California limited liability company, and WP DEVELOPMENT COMPANY, LLC, a California limited liability company (collectively, “Westpark” or the “Property Owner”), to execute and deliver this certificate (this “Certificate”) in connection with the issuance, sale and delivery by City of Roseville of the Bonds captioned above (the “Bonds”)

This Bring-Down Certificate is delivered pursuant to the Bond Purchase Agreement with respect to the Bonds dated _____, 2018, between Piper Jaffray & Co., as underwriter, and the City (the “Purchase Agreement”).

In connection with the distribution of the Preliminary Official Statement relating to the Bonds, the Property Owner executed a Certificate of Property Owner dated _____, 2018 (the “Certificate”).

Capitalized terms used but not defined in this Bring-Down Certificate have the same meanings as set forth in the Purchase Agreement and the Certificate.

The undersigned, on behalf of the Property Owner, further certifies as follows:

(1) The undersigned is familiar with the facts certified in the Certificate and this Bring-Down Certificate, and is authorized and qualified to certify the same as an authorized officer or representative of the Property Owner.

(2) The undersigned has received the final Official Statement relating to the Bonds dated _____, 2018 (the “Final Official Statement”).

(3) Each statement made in the Certificate is affirmed and restated as if made on the date hereof; provided that each statement made in the Certificate referring to the Preliminary Official Statement is affirmed as it relates to the Final Official Statement.

(4) To the Actual Knowledge of the Undersigned (as defined in the Certificate), no event has occurred since the date of the Preliminary Official Statement that has, in any material way, adversely affected the statements and information described in Paragraph 8 of the Certificate (and subject to the limitations and exclusions contained in Paragraph 8 of the Certificate) relating to the Property Owner and its Relevant Entities, the Property, the Property Owner's development and financing plans, and the Property Owner's contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner), which should be disclosed in the Final Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Final Official Statement not misleading in any material respect.

(5) For a period of 90 days after the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the ownership development or sale of the Property which could cause the information under the captions of the Final Official Statement indicated in Section 11 of this Certificate (and subject to the limitations and exclusions contained in Section 11 of this Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Property Owner shall notify the City and the Underwriter and if, in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Final Official Statement, the Property Owner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Final Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

(6) The Property Owner has duly executed and delivered the Property Owner Continuing Disclosure Agreement, and the Property Owner Continuing Disclosure Agreement constitutes the legal, valid and binding obligation of the Property Owner, enforceable against the Property Owner in accordance with its terms, except as such enforcement is limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, and other similar laws relating to or affecting the rights of creditors and certain equitable, legal, or statutory principles affecting the enforcement of contractual rights generally, regardless of whether such enforcement is considered in a proceeding in equity or at law.

WESTPARK S.V. 400, LLC,
a California limited liability company,

WP DEVELOPMENT COMPANY, LLC,
a California limited liability company

By: _____
[Name, title]

APPENDIX I

**\$ _____
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2018**

FORM OF PROPERTY OWNER'S COUNSEL OPINION

_____, 2018

City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
311 Vernon Street
Roseville, California 95678

Piper Jaffray & Co.
2321 Rosecrans Ave., Suite 3200
El Segundo, California 90245

**Re: \$ _____ City of Roseville Westbrook Community Facilities District No. 1
(Public Facilities) Special Tax Bonds Series 2018**

Ladies and Gentlemen:

We have acted as counsel to Westpark S.V. 400, LLC and WP Development Company, LLC (collectively, "Westpark" or the "Property Owner") in connection with the issuance and sale by City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the "District") of \$ _____ City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2018 (the "Bonds"). This opinion is rendered pursuant to the Bond Purchase Agreement dated _____, 2018 (the "Bond Purchase Agreement"), entered into in connection therewith. Capitalized terms used herein without definition shall have the meanings set forth in the Bond Purchase Agreement.

In rendering the opinions set forth herein, we have reviewed and examined such documents as we have determined to be appropriate, including the following documents:

- A. The Bond Purchase Agreement;
- B. The Preliminary Official Statement dated _____, 2018 and the Official Statement dated _____, 2018 (collectively, the "Official Statement") for the offer and sale of the Bonds;
- C. The Development Agreement dated June 20, 2012, including the Amendments thereto, between Property Owner and the City related to development in the Sierra Vista Specific Plan area (collectively, the "Development Agreement");

D. A litigation search of Property Owner, conducted _____, 2018 by _____, (the "Litigation Search"), but without warranty as to the completeness and accuracy thereof due to the potential for errors or inaccuracies in the data and files made available to us from the applicable courts.

E. The Property Owner Continuing Disclosure Certificate, dated _____, 2018, (the "Property Owner Continuing Disclosure Certificate") by the Property Owner and Willdan Financial Services, as dissemination agent.

F. The Funding, Construction and Acquisition Agreement dated as of December 1, 2014, including the Amendments thereto, between Property Owner and the City (together, the "Acquisition Agreement" and together with the Development Agreement and the Property Owner Continuing Disclosure Certificate, the "Property Owner Agreements");

G. The Articles of Organization of Westpark S.V. 400, LLC, dated as of _____, certified by the Secretary of State of the State of California on _____;

H. The Articles of Organization of WP Development Company, LLC, dated as of _____, certified by the Secretary of State of the State of California on _____;

I. The Operating Agreement of Westpark S.V. 400, LLC, certified by the Secretary of Property Owner to be the operating agreement in effect on the date hereof;

J. The Operating Agreement of WP Development Company, LLC, certified by the Secretary of Property Owner to be the operating agreement in effect on the date hereof;

K. Certificate of Good Standing for Westpark S.V. 400, LLC, issued by the Secretary of State of the State of California on _____;

L. Certificate of Good Standing for WP Development Company, LLC, issued by the Secretary of State of the State of California on _____; and

M. The Property Owner Closing Certificate provided by Property Owner to the City and Underwriter pursuant to Section 3 of the Bond Purchase Agreement.

With respect to factual matters underlying our opinions herein, we have made no independent investigation or inquiry and have relied solely upon the Property Owner Closing Certificate. We advise you that the phrase "to our knowledge," as used herein, means that no facts have come to our attention, based upon an inquiry of attorneys in this firm who devote substantive legal attention to Property Owner, or as a result of our examination of the Property Owner Closing Certificate, that indicate to us anything contrary to the statement to which the phrase relates. Except as expressly set forth above, the phrase does not mean that we have conducted any investigation or inquiry or performed any other examination, or review. We have no reason to believe that any factual matters or assumptions relied upon by us are not true, correct and complete.

Our opinions herein are limited to the internal laws of the State of California and the federal laws of the United States of America. We express no opinion whatsoever with respect to the laws of

any other jurisdiction and assume no responsibility for the applicability of such laws. In rendering our opinions herein, we have assumed the following, with your approval:

(i) The genuineness and authenticity of all signatures on original documents submitted to us (other than any signatures on behalf of Property Owner); the authenticity and completeness of all documents submitted to us as originals; the conformity to originals of all documents submitted to us as copies; where any signature, other than any signature on behalf of Property Owner purports to have been made in a corporate, governmental, fiduciary or other capacity, the person who affixed such signature had the full power and authority to do so;

(ii) The due authorization, execution and delivery of the applicable agreements by the parties thereto, other than the Property Owner, and the legality, validity, binding effect and enforceability against such parties of their respective obligations under such agreements;

(iii) The truth, accuracy and completeness of all factual representations and warranties of all parties under the documents described in paragraphs A through J, above; and

(iv) The constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision in the State of California has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity.

Based upon the foregoing and in reliance thereon, and based on our examination of such questions of law as we have deemed appropriate under the circumstances, and subject to any further assumptions, comments, exceptions, qualifications and limitations set forth below, as of the date hereof, it is our opinion that:

1. Each entity of the Property Owner is a limited liability company duly incorporated and validly existing in the State of California and in good standing under the laws of the State of California. Each entity of the Property Owner is qualified to do business in the State of California.

2. The Property Owner Agreements have been duly authorized, executed and delivered by Property Owner, and constitute legal, valid and binding obligations of the Property Owner, enforceable against the Property Owner in accordance with their respective terms.

3. The execution and delivery by Property Owner of the Property Owner Agreements and the performance of its obligations thereunder will not conflict with or result in a violation of, or breach of or a default under, as applicable (a) the Articles of Incorporation or Bylaws of Property Owner, (b) to our knowledge, any indenture, mortgage, deed of trust, lease, note, commitment, agreement or other instrument to which Property Owner is a party, or by which Property Owner or its property is bound or (c) to our knowledge, of any order, rule or regulation of any court or other governmental body having jurisdiction over Property Owner, the conflict, violation or breach of which, in the case of clauses (b) or (c) would have a material adverse effect on Property Owner or the

development, use, occupancy or operation of the Development or any material portion thereof.

4. To our knowledge, and otherwise based solely upon a review of the Litigation Search, there are no actions, suits or proceedings pending or threatened against Property Owner which, if determined adversely, would have a material adverse effect (a) on the ability of Property Owner to perform its obligations under the Property Owner Agreements or (b) on the development, construction, use, occupancy or operation of the Development or a material portion thereof.

5. To our knowledge, the environmental review pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) for the Sierra Vista Specific Plan for the property within the District and the Property Owner Agreements have been completed and the Notices of Determination with respect to such approvals (except for amendments to the Development Agreement and the Acquisition Agreement) have been filed and posted by the City in accordance with the requirements of the California Environmental Quality Act.

6. Without having undertaken to independently determine the accuracy, completeness or fairness of the discussion contained in the Official Statement under the captions "THE DISTRICT," "THE IMPROVEMENTS," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "CONTINUING DISCLOSURE," and "SPECIAL RISK FACTORS" nothing has come to our attention which would lead us to believe that such discussion contains any untrue statements of a material fact or omits to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

In addition, all of our opinions expressed hereinabove are specifically subject to and limited by the following:

(a) The effect of laws or court decisions relating to bankruptcy, insolvency, fraudulent conveyance, equitable subordination, reorganization, arrangement, moratorium or other laws or court decisions relating to or affecting creditors' rights generally.

(b) Limitations imposed by California or federal law or equitable principles upon the availability of the remedy of specific performance of any of the remedies, covenants or other provisions of any document or agreement and upon the availability of injunctive relief or other equitable remedies.

In addition, we express no opinion as to the title of the property within the District or any entitlements, permits, approvals or other assets relating to the Development.

This letter is intended solely for your use in accordance with the Bond Purchase Agreement and may not be reproduced or filed publicly or relied upon for any other purpose by you or for any purpose whatsoever by any other party without the express written consent of the undersigned except that this Opinion may be copied and distributed as part of a closing book of the bond transaction documents, provided that such distribution shall not expand in any way the permitted uses of this letter. We assume no responsibility for the effect of any fact or circumstance occurring subsequent to the date of this letter, including without limitation, legislative or other changes in the law. Further,

we assume no responsibility to advise you of any facts or circumstances of which we become aware after the date hereof, regardless of whether or not they may affect our opinions herein. This opinion is given as of the date hereof and we assume no obligation to update our opinions herein after the date hereof.

Very truly yours,

APPENDIX J

**§ _____
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2018**

CERTIFICATE OF APPRAISER

Integra Realty Resources (the “Appraiser”), Sacramento, California prepared an appraisal of the properties within the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the “Community Facilities District”) dated _____, 2018 (the “Appraisal”). The Appraisal is described and summarized in the Preliminary Official Statement dated _____, 2018 (the “Preliminary Official Statement”) and the Official Statement dated _____, 2018 (the “Official Statement”), including as Appendix B thereto, relating to the bonds captioned above.

The Appraiser hereby certifies that, to the best of his knowledge and belief, all information with respect to the Appraisal in the Preliminary Official Statement and in the Official Statement was true and correct as of the date of the Appraisal and that the Appraiser is aware that acts and events may have occurred since the date of the Appraisal which could result in both positive and negative effects on market value; however, an updated Appraisal has not been completed as of this date.

The Appraiser hereby consents to the use of the Appraisal in connection with the distribution and use of the Preliminary Official Statement and Official Statement.

Dated: _____, 2018

INTEGRA REALTY RESOURCES

By: _____

APPENDIX K

§ _____
CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2018

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Jaffray & Co. (“Piper”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the Bonds.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) *Issuer* means the City of Roseville.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: _____, 2018

PIPER JAFFRAY & CO.

By: _____

SCHEDULE A
SALE PRICES

(Attached)



COUNCIL COMMUNICATION

CC #: 9216
File #: 1006-01

Title: 316 Vernon Street - Retail Lease Agreement
Contact: Mike Isom 916-774-5527 misom@roseville.ca.us

Meeting Date: 5/23/2018
Item #: 8.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the Council adopt a resolution approving the lease agreement with Goose Port, Inc. and authorize the Acting City Manager to execute said agreement. The lease agreement sets forth the terms and conditions under which the restaurant doing business as "Goose Port Sports Restaurant & Bar" will occupy $\pm 2,641$ square feet of the retail space in the 316 Vernon Street building.

BACKGROUND

The 316 Vernon Street Office Building is a City-owned facility that houses several City departments (IT, Fire, Parks Recreation & Libraries, Housing, and Alternative Transportation) and a $\pm 21,000$ s.f. Sierra College satellite campus. The building was completed in December 2016. Consistent with the Downtown Specific Plan and Downtown Code, the $\pm 82,000$ s.f. building was designed with approximately 6,400 s.f. of retail space on the ground floor fronting Vernon Street and the Post Office.

In August 2017, the City retained the commercial broker CBRE, Inc. to market and lease the $\pm 5,200$ s.f. retail space directly fronting Vernon Street (known as "Retail 1") on the City's behalf. The remaining retail space facing the Post Office was planned at the time for an expansion of the City's passport office and was excluded from the listing agreement. CBRE has since presented the City with a prospective restaurant tenant doing business as "Goose Port Sports Restaurant and Bar" to occupy approximately 2,641 s.f. of Retail 1.

Goose Port is a restaurant concept conceived by local resident Al Santos. Goose Port is a sports-themed restaurant and bar intended to appeal to families and sports fans. The menu would provide lunch, dinner, and Sunday brunch service, with early-morning coffee service and "grab and go" food offerings. Typical menu items would include appetizers, burgers, chicken sandwiches and farm-fresh salads. Mr. Santos's experience includes more than 10 years in the restaurant industry and 18 years as a medical device manufacturing executive. Mr. Santos's most recent restaurant experience includes opening and managing the Embarcadero location of Gordon Biersch, with over \$6 million in annual sales.

City staff and Mr. Santos staff have negotiated a mutually acceptable lease agreement, which is hereby presented for Council approval.

Key Lease Agreement Terms

The lease agreement is provided as Exhibit A and summarized below:

Landlord: City of Roseville

Tenant: Goose Port, Inc.

Lease Premises: Approximately 2,641 square feet, plus outdoor patio space

Lease Type: Modified net lease. Tenant pays all expenses, including: possessory interest/business personal property tax, garbage compactor fees, organic refuse charge, electric, gas, water, wastewater charges. Tenant provides applicable general liability, worker's compensation, and property insurance attributable to loss of tenant improvements or betterments.

Commencement Date: Upon lease execution.

Initial Term: One hundred twenty six (126) months, with two optional sixty (60) month extensions. Term begins upon Landlord's completion of warm shell improvements described below.

Price: Six months free rent, consistent with market. Thereafter, starting at \$2.25 / s.f. monthly (\$71,307 annually), increased every 12 months by approximately \$0.05 per s.f. following stabilization at month 31. See section 2.1 (page 4) of lease for rent schedule.

TI Allowance: None.

Security Deposit: Equivalent to first month's rent of \$5,942, plus last month's rent of \$6,999, payable at commencement of lease.

Warm Shell Improvements by City

To avoid the potential of expensive mistakes, staff purposefully left the retail spaces in a "cold dark shell" condition and held off on final mechanical and electrical improvements until a commercial broker was under contract and future tenant requirements were better understood. Staff now has a better understanding of mechanical and electrical design requirements and intends to proceed with design and installation of equipment necessary to bring the retail spaces closer to the "warm shell" condition expected by the commercial leasing market, including heating, ventilation and cooling, and high voltage electrical improvements (lighting excluded). Section 3.1.e (page 8) of the proposed lease outlines the improvements to be installed by the City (as Landlord) prior to occupancy of the premises by the Tenant.

Funds for this purpose were budgeted and set aside in the 316 Vernon capital improvement project budget, and therefore, no general fund money is required. Facilities Maintenance staff intends to bring applicable design and/or construction contracts forward for Council approval within the next month or two. The proposed lease term would begin at the point the City certifies in writing to the Tenant that the improvements specified in section 3.1.e have been completed. In consideration of the City's costs in completing the improvements, the proposed lease does not provide any form of tenant improvement allowance.

FISCAL IMPACT

Execution of the lease agreement would result in year one unrestricted revenue of \$35,654 (inclusive of six months free rent), growing to \$83,984 annually by the end of the initial term. The total projected revenue from the initial 126-month term is \$770,115.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of the lease agreement and subsequent business operations are expected to result in unquantified job creation and direct, indirect and induced economic output. Using the City's *Construction Project Economic Impact Tool*, construction of tenant improvements is expected to result in the following economic impacts:

- 12.9 total jobs associated with construction: 8.3 direct and 4.6 through indirect and induced activities;
- \$1,579,810 in total economic output: \$1,000,000 in direct output and another \$579,810 through indirect and induced activities.

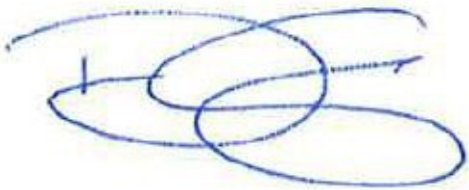
Execution of the lease agreement will also have tangible and intangible benefits of increased foot traffic on Vernon Street.

ENVIRONMENTAL REVIEW

The proposed project involves the leasing of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301).

Respectfully Submitted,

Mike Isom, Acting Development Services Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-159

Agreement

RESOLUTION NO. 18-159

APPROVING A LEASE AGREEMENT BETWEEN
THE CITY OF ROSEVILLE AND GOOSE PORT, INC. AND AUTHORIZING THE ACTING
CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Lease Agreement regarding approximately 2,641 square feet of retail space in the 316 Vernon Street Office Building, between the City of Roseville and Goose Port, Inc., has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**LEASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND GOOSE PORT, INC.**

(Concerning approximately 2,641 square feet of retail space in the 316 Vernon Street Office Building)

THIS LEASE AGREEMENT ("Agreement" or "Lease") is made and entered into this _____ day of _____, 2018 ("Commencement Date"), by and between the City of Roseville, a municipal corporation ("LANDLORD"), and Goose Port, Inc., a California corporation ("TENANT"). LANDLORD and TENANT may be referred to herein collectively as the "Parties," or each individually as a "Party."

WITNESSETH

WHEREAS, LANDLORD has developed a mixed-use retail and office building on City-owned real property located at 316 Vernon Street, Roseville, California, Placer County, Assessor's Parcel Number 013-091-010-000 ("Building"); and

WHEREAS, LANDLORD and TENANT have previously entered into negotiation and developed a mutually acceptable preliminary lease term sheet, dated March 6, 2018; and

WHEREAS, the Parties desire that TENANT lease from LANDLORD approximately 2,641 square feet on the first floor of the Building plus outdoor patio space, as shown in the restaurant floor plan, attached hereto and incorporated herein as Exhibit A ("Premises"). The Premises shall be subject to final measurement per Building Owners and Managers Association ("BOMA") standards prior to possession by TENANT, and this measurement shall become the Premises size by which base rent shall be calculated.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I: LEASE OF PREMISES

1.1. Lease. LANDLORD hereby grants to TENANT the exclusive right to utilize the Premises, subject to the terms and conditions of this Lease. LANDLORD further grants TENANT the exclusive right to fence or otherwise demarcate an outdoor patio space, including use of pots or planters up to forty-four inches (44") in height, subject to LANDLORD's design approval and applicable City of Roseville design review requirements and as long as TENANT obtains an encroachment permit from LANDLORD for any portion of the outdoor patio space which encroaches onto the public sidewalk. TENANT shall have the exclusive right to use said patio space. In addition to TENANT's rights to use and occupy the Premises as hereinafter specified, TENANT shall have non-exclusive rights to any utility raceways or conduits of the Building contained within the Premises, but shall not have any rights to the interior building common areas or exterior walls of the Building, except to install building-mounted signage as specified in Section 7.8.

1.2. Initial Term. The initial term of this Lease shall be one hundred and twenty-six (126) months, and shall commence upon LANDLORD's certification to TENANT that the improvements specified in Section 3.1.e have been completed by LANDLORD and shall terminate at the end of one hundred and twenty-six (126) months thereafter ("Initial Term" or "Term").

1.3. Option to Extend. TENANT shall, provided the Lease is in full force and effect and TENANT is not in default under any of the terms and conditions of the Lease at the time of notification or commencement, have two (2) options to extend this Lease for two (2) additional consecutive terms of sixty (60) months ("Extension") for any and all space under lease at the time said options are executed. Such Extensions shall be executed on the same terms and conditions set

forth in this Lease, except as modified by the terms, covenants, and conditions as set forth in subsections (a) – (d) below:

a. Prior to the expiration of the Term TENANT shall provide LANDLORD with a minimum of six (6) months advance written notice of TENANT's election to extend this Lease. In the event TENANT fails to timely provide such notice, TENANT shall have no further or additional right to extend or renew the term of the Lease.

b. In the event TENANT elects to extend the Term the annual rent applicable to the Extension shall be adjusted to reflect the then current fair market rental for comparable space in Roseville, but in no event will the annual rent for the Extension be less than the last month's rent. LANDLORD shall advise TENANT of the new annual rent for the Premises no later than thirty (30) calendar days following receipt of TENANT's written notice under subsection (a) above. TENANT shall have thirty (30) calendar days following receipt of the new annual rent amount to notify LANDLORD of any disagreement that the new annual rent is not accurately based on market rates. The Parties shall thereafter have thirty (30) calendar days to negotiate and agree on the fair market rental. The Parties shall conduct such negotiations in good faith. If the Parties agree on the fair market rental payable during each year of the Extension term, the Parties shall promptly execute an amendment to this Lease stating the agreed-upon new annual rent. In the event the Parties are unable to agree on a mutually acceptable rental rate not later than two (2) months prior to the expiration of the term, then LANDLORD and TENANT shall each appoint a qualified Member Appraisal Institute ("MAI") appraiser doing business in the area with not less than five (5) years of experience, and in turn those two independent MAI appraisers shall appoint a third MAI appraiser and the majority shall decide upon the fair market rental for the Premises as of the

expiration of the Term, and the Parties shall promptly execute an amendment to this Lease stating the rental rate. LANDLORD and TENANT shall equally share in the expense of this appraisal.

c. This option to extend this Lease is not transferable to any third party. The Parties hereto acknowledge and agree that they intend that the aforesaid option to extend this Lease shall be “personal” to TENANT as set forth above and that in no event will any assignee or sublessee have any rights to exercise the aforesaid option to extend.

d. TENANT shall have no further right to extend the term of this Lease beyond the Extension.

**ARTICLE II: RENT, SECURITY DEPOSIT, TENANT IMPROVEMENTS,
PERSONAL GUARANTEE**

2.1. Rent. TENANT shall pay rent based on the following schedule (“Rent Schedule”) based upon an estimated 2,641 square feet, which square footage represents a portion of the first floor of the Building:

<u>Months</u>	<u>Rent Amount Per Square Foot</u>
1-6	\$0.00
7-18	\$2.25
19-30	\$2.25
31-42	\$2.30
43-54	\$2.35
55-66	\$2.40
67-78	\$2.45
79-90	\$2.50
91-102	\$2.55

103-114	\$2.60
115-126	\$2.65

In addition to paying this base rent, TENANT, as part of the rental payment, shall pay to LANDLORD its pro-rata share of solid waste (garbage compactor) charges in the amount of \$155 per month, beginning immediately upon the Commencement Date. TENANT's pro-rata share of this charge shall be adjusted annually with corresponding utility rate increases or an increase in TENANT's solid waste output that results in additional compactor tipping fees.

The annual rent shall be payable monthly, in advance and on the first day of each calendar month thereafter to LANDLORD, at the following address: 311 Vernon Street, Roseville, CA 95678 Attn: Finance. Corresponding base rent shall be adjusted, if necessary, based upon the BOMA measurement referenced in the third paragraph of the Recitals on page 1 of this Lease. If the Commencement Date is on a date other than the first of the month, rent shall be prorated for the number of days remaining in the month. If any rent payment is not received by CITY on or before the tenth (10th) day of the month, it shall be deemed delinquent. Delinquent amounts shall be subject to a monthly late charge at the rate of five percent (5%) of the total delinquent amount, and without limitation to LANDLORD's other rights and remedies under this Lease. Monthly rent shall be increased on the first day of the calendar month as specified in the Rent Schedule throughout the Term and Extension.

2.2. Security Deposit. By the Commencement Date, TENANT shall pay to LANDLORD the first month's rent in the amount of \$5,942 and a security deposit in the amount of the last month's rent in the amount of \$6,999. The security deposit shall be held by LANDLORD as security for the faithful performance by TENANT of all the terms, covenants, and conditions of this Lease to be kept and performed by TENANT during the term hereof. If TENANT defaults

with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, LANDLORD may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which LANDLORD may spend or become obligated to spend by reason of TENANT's default, or to compensate LANDLORD for any other loss or damage which LANDLORD may suffer by reason of TENANT's default. If any portion of said deposit is used or applied, TENANT shall, within five (5) calendar days after written demand therefore, deposit cash with LANDLORD in an amount sufficient to restore the security deposit to its original amount and TENANT's failure to do so shall be a default under this Lease. LANDLORD shall not be required to keep this security deposit separate from its general funds, and TENANT shall not be entitled to interest on such deposit. If TENANT shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to TENANT (or, at LANDLORD's option, to the last assignee of TENANT's interest hereunder) within thirty (30) calendar days following the expiration of the Lease term.

2.3. Tenant Improvements. TENANT shall cause to be completed design, permitting, and construction of its tenant improvements at its sole expense. TENANT shall not demand of LANDLORD, and LANDLORD shall not provide to TENANT, a tenant improvement allowance. TENANT shall provide proof of final inspection and certificate of occupancy to LANDLORD.

2.4. Personal Guarantee. To guarantee LANDLORD recoups its commissions paid to brokers as outlined in Exhibit D attached hereto and incorporated herein by reference, TENANT's managing partner, Allen Robert Santos and his spouse, Kathleen Mary Santos, shall personally guarantee the obligations of the TENANT hereunder for a period of twenty-four (24) months. By the Commencement Date, TENANT shall provide LANDLORD with an original of the Unsecured Limited Guaranty Agreement attached hereto as Exhibit B fully executed by Allen Robert Santos

and his spouse, Kathleen Mary Santos.

ARTICLE III: OBLIGATIONS OF PARTIES

3.1. Landlord's Obligations. Prior to commencement of lease terms and down payment. LANDLORD agrees to provide TENANT the following and makes the following disclosures to TENANT:

a. LANDLORD warrants that to the best of its knowledge the improvements on the Premises comply with the applicable building codes, laws, covenants, or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. LANDLORD agrees to be responsible for continuing to ensure compliance with Applicable Requirements and for remediating any health hazards in the Building, except for those conditions caused (directly or indirectly) as a result of TENANT's activities, or failure to act where TENANT had a duty to act, in which case TENANT shall be responsible for all costs associated with compliance or remediation. LANDLORD discloses that the Building is newly constructed and the Premises have not been previously occupied and will be delivered in an "As Is" condition. Any warranty provided in this section does not apply to the use to which TENANT will put in the Premises, modifications which may be required by the Americans with Disabilities Act ("ADA") or any similar laws as a result of TENANT's use made or to be made by TENANT. TENANT is responsible for determining whether or not Applicable Requirements, and especially the zoning are appropriate for TENANT's intended use.

b. Nonexclusive use of available public surface lots and/or public parking structures, provided such use relates to uses approved under Article VII. TENANT shall not be

granted reserved, dedicated, or exclusive rights to said public parking owned or controlled by LANDLORD.

c. LANDLORD shall consider in good faith any request by TENANT to expand the Premises, however this Lease does not provide TENANT any guarantees that such requests will be granted.

d. LANDLORD agrees to be responsible for ensuring compliance with the ADA within the Common Areas (as defined in Article VII) of the Building. Furthermore, LANDLORD agrees to make any modifications to the Common Areas of the Building as required to achieve compliance with the ADA prior to TENANT's possession, at LANDLORD's sole cost and expense.

e. LANDLORD agrees to deliver Premises complete with the following improvements:

1. 8 ton 8000 BTU heat pump on roof with corresponding heat and cool air handler in Premises.

2. 3000 CFM Grease utility fan unit on roof (for hood).

3. Corresponding tempered water-sourced make-up air unit on roof.

4. All electrical and plumbing required for items 1-3 above.

5. Metered 400 amp high voltage switch gear in the main electrical room.

TENANT agrees to install required 200 amp subpanel within Premises at its expense.

LANDLORD agrees to provide an electrical conduit pathway and access to main electrical room with a minimum notice of twenty-four (24) hours.

f. LANDLORD warrants that applicable development impact fees (i.e., traffic, water, local & regional sewer, etc.) necessary for TENANT's intended use of the Premises as a full service restaurant were previously paid by LANDLORD at time of construction of Premises; provided, however, that TENANT shall be responsible for all charges and fees associated with plan review, permit issuance and inspection associated with TENANT's improvements and occupancy of Premises.

g. LANDLORD shall be responsible for preventative maintenance and life-cycle replacement of the equipment specified in Section 3.1.e. Damage to the equipment specified in Section 3.1.e caused by TENANT shall be repaired by LANDLORD at TENANT's expense.

3.2. Tenant's Obligations. TENANT's obligations are as follows:

a. TENANT shall, at its own expense, maintain in good condition any portions of the Premises which are its responsibility to maintain under this Lease. In addition, TENANT shall be responsible, at its own expense, for arranging for the cleaning of the grease trap located in the Vernon Street public right-of-way in front of the Premises.

b. TENANT shall be liable for any damage to the Building or Premises resulting from the acts or omissions of TENANT, its authorized representatives, sublessees or any of their invitees. Any damage to LANDLORD's Building or Premises caused by TENANT, its employees, invitees, and/or agents shall be promptly repaired at the sole cost and expense of TENANT. If TENANT fails to begin to make any such required repairs to the Building or Premises within sixty (60) calendar days upon notice by LANDLORD, LANDLORD may, at its

option, cause such repairs to be made and demand reimbursement from TENANT, which TENANT shall pay within thirty (30) calendar days of the statement. Any maintenance or repair work to the Building or Premises shall first be coordinated with LANDLORD prior to commencement and shall be permitted only upon written approval of LANDLORD. Maintenance of unexposed HVAC, electrical, plumbing, and sewage systems which requires entry into bearing or exterior walls, or remodeling of the Premises which requires entry into or moving of bearing walls, shall be at TENANT's sole expense and only after receipt of LANDLORD's written consent.

c. TENANT shall be responsible for ensuring compliance with the ADA within the Premises.

d. TENANT acknowledges that the Building contains another tenant which operates a college and that such tenant is entitled to peaceably and quietly enjoy their leased premises. Accordingly, TENANT shall not engage in any activities which shall impair the other tenant's rights to peaceably and quietly enjoy their leased premises. Sound levels measured from the second floor college classrooms and offices shall not exceed the City's noise ordinance standards applicable to sensitive receptors for amplified music and/or speech, as may be amended from time to time. TENANT shall take reasonable design measures to prevent noise transmission to the second floor, such as carpets, curtains, ceiling tiles, acoustically treated furniture, or other acoustic measures deemed appropriate by TENANT.

ARTICLE IV: ALTERATIONS

4.1. Alterations. TENANT shall not make any alterations or modifications to the Building or Premises without LANDLORD's written consent, which consent shall not be unreasonably withheld or delayed. Any such approved alterations made shall remain on and be surrendered with the Premises on expiration or termination of the Lease. LANDLORD shall

have the right to require TENANT to remove any and all alterations that TENANT has made to the Premises other than those made with LANDLORD's written consent.

4.2. Commencement of Approved Alterations. If TENANT makes any alterations to the Premises as provided in this Article, such alterations shall not be commenced until five (5) calendar days after LANDLORD has received notice from TENANT stating the date the installation of the alterations is to commence so that LANDLORD can post and record an appropriate notice of non-responsibility.

ARTICLE V: MECHANICS' LIENS

5.1. Mechanics' Liens. TENANT shall keep the Premises free and clear of all mechanics' liens (including stop payment notices) resulting from construction done by TENANT or any person or entity authorized by TENANT.

5.2. Right to Contest. TENANT shall have the right to contest the correctness or the validity of any such lien if, immediately on demand by LANDLORD, TENANT procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half times the amount of the claim of lien. The bond shall meet the requirements of Civil Code § 8424 and shall provide for the payment of any sum that the claimant may recover on the claim (together with costs of suit, if it recovers in the action).

ARTICLE VI: RELOCATION ASSISTANCE

6.1. Waiver of Relocation Assistance. TENANT hereby acknowledges that TENANT is not entitled to, and hereby waives, any relocation assistance under Government Code Section 7260, *et seq.*, 25 Cal Code Regs Section 6000, *et seq.*, 42 USC Section 4601, *et seq.*, and 49 CFR pt 24, upon expiration or termination of this Lease, including any Extension thereof.

ARTICLE VII: USE OF PREMISES AND COMMON AREAS

7.1. Use of Premises. TENANT shall use the Premises solely for the purpose of an eating and drinking establishment. No other uses are permitted under this Lease.

7.2. Common Areas. TENANT shall have the right of access and egress to the Premises through the portions of the exterior Common Areas.

a. As used in this Lease, "Common Areas" shall mean all areas around the Building which are not leased or held for the exclusive use of TENANT or other tenants, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas, additional parking facilities (including parking structures) in the Common Areas, and includes any increases or decreases to Common Area land and/or facilities. TENANT acknowledges that activities occurring in Common Areas may result in inconvenience to TENANT. Such activities and changes to the Common Areas are permitted if they do not materially affect TENANT's use of the Premises.

b. TENANT shall have the nonexclusive right (in common with other tenants and all others to whom LANDLORD has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time, such rules and regulations to be provided to TENANT by commencement of the Lease, provided the same do not materially restrict or interfere with TENANT's permitted use and such rules and regulations are uniformly applied to all tenants. TENANT shall abide by such rules and regulations and shall use its commercially reasonable efforts to cause others who use the Common Areas with TENANT's express or implied permission to abide by LANDLORD's rules and regulations.

c. LANDLORD shall pay all charges associated with maintenance of the Common Areas.

7.3. Security Regulations. TENANT shall comply with all applicable LANDLORD security regulations regarding access to the Premises.

7.4. Installation within Common Areas. TENANT may not install any equipment or fixtures on the Premises or within Common Areas without the prior written consent of LANDLORD. Any approved installation of equipment or fixtures must be removed within thirty (30) calendar days after the expiration or termination of this Lease.

7.5. Satellite Dish. TENANT shall have the right to cause installation of a small consumer-grade satellite television dish (Dish Network, Direct TV or equivalent) on the roof, subject to LANDLORD's approval, which shall not be unreasonably withheld.

7.6. Waste. TENANT shall not use the Premises or Common Areas in any manner that will constitute waste, nuisance, or unreasonable annoyance to the public or owners or occupants of adjacent properties.

7.7. Damage to Property. TENANT shall not do anything on the Premises and Common Areas that will cause material damage to such property. TENANT shall be liable for material damage pursuant to Section 3.2(b).

7.8. Signage. TENANT may, at its sole expense, cause to be installed wall signage in the place and manner specified in LANDLORD's signage criteria on the building elevations fronting Vernon Street and Washington Boulevard. Additional wall and/or window signage may be installed, at LANDLORD's sole discretion and subject to LANDLORD's approved signage criteria. All signage, including window signs, shall be subject to review and approval by LANDLORD, and shall comply with the applicable provisions of the City of Roseville Municipal Code, as may be amended from time to time. Upon expiration/termination of the Lease, such signage shall be removed and the Building returned to original condition, subject to specific requirements outlined in LANDLORD's signage criteria, excepting ordinary wear and tear.

ARTICLE VIII: LANDLORD'S ENTRY ON PREMISES

8.1. Right of Entry. LANDLORD and its authorized representatives shall have the right to enter the Premises and Common Areas at all reasonable times for any of the following purposes:

- a. To determine whether the Premises is in good condition and whether TENANT is complying with its obligations under this Lease;
- b. To do any necessary maintenance and to make any restoration or repair to the Premises that LANDLORD has the right or obligation to perform;
- c. To serve, post, or keep posted any notices required or allowed under the provisions of this Lease.

8.2. No Liability. LANDLORD shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of LANDLORD's entry on the Premises as provided in this Article, except damage resulting from the acts or omissions of its authorized representatives.

8.3. No Rent Abatement. TENANT shall not be entitled to an abatement or reduction of rent if CITY exercises any rights reserved in this Article.

ARTICLE IX: TAXES, ASSESSMENTS AND UTILITIES

9.1. Payment of Real Property Taxes. TENANT shall pay all real property taxes attributable to the Premises and business operations including, but not limited to, possessory interest tax, business personal property tax, assessments, general or special taxes levied and assessed against the Premises, that may become payable during the Term. TENANT understands that its interest created by this Lease may be subject to a possessory interest tax pursuant to

California Revenue and Taxation Code Sections 107 and 107.6 that impose an ad valorem property tax on possessory interests created in tax exempt property. TENANT understands that any such tax payment shall not reduce any sum due LANDLORD hereunder, and that any such tax shall be the sole liability and responsibility of TENANT. Any taxes due shall be in amounts determined by taxing agencies and will be billed directly to TENANT.

9.2. Payment for Utilities. TENANT shall be responsible for the payment of all utilities associated with the Premises, including but not limited to electricity, water, sewer, solid waste, telephone, internet connection, and/or cable/satellite television service. Such charges will be billed directly to TENANT. Additionally, TENANT shall pay an organic refuse charge in the amount of \$80 per month, beginning immediately upon the Commencement Date, which charged shall be added to TENANT's monthly utility bill. This charge may be adjusted annually with corresponding utility rate increases or an increase in TENANT's organic waste output. Finally, TENANT shall be responsible for all charges associated with cleaning out the grease trap located in the Vernon Street public right-of-way in front of the Premises.

9.3. Interruption in Utility Services. LANDLORD shall not be liable to TENANT for any losses or damages of any kind or character that result from outages, interruptions or fluctuations in utility services provided to TENANT.

ARTICLE X: INDEMNIFICATION

10.1. Indemnification. LANDLORD shall not be liable to TENANT for any damage to third persons, TENANT or TENANT's property from any cause. TENANT waives all claims against LANDLORD for damage to persons or property arising for any reason, except that LANDLORD shall be liable to TENANT for damage to TENANT resulting from the intentional acts or active negligence of LANDLORD or its authorized representatives.

To the fullest extent allowed by law, TENANT shall defend, indemnify, and save and hold harmless LANDLORD, 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 TENANT's, including but not limited to, its contractors, agents, staff, and invitees, willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Lease, except those matters arising from LANDLORD's active negligence or intentional misconduct. The parties intend that this provision shall be broadly construed.

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

ARTICLE XI: INSURANCE

11.1. Tenant's Insurance Requirements. TENANT at its cost shall maintain the following insurance policies: (a) commercial general liability insurance with limits of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate, with such endorsements as LANDLORD may reasonably require. All general liability insurance shall insure performance by TENANT of the indemnity provisions of Article X; (b) Workers' Compensation with statutory limits; (c) hired and non-owned automobile coverage with a combined single limit of One Million Dollars (\$1,000,000) for property damage and bodily injury; and (d) liquor liability insurance with the limits of not less than One Million Dollars (\$1,000,000) each common cause and Two Million Dollars (\$2,000,000) aggregate at all times during the Initial Term and any renewals thereof. If liquor liability insurance is written on a

separate policy from the commercial general liability policy, such policy shall be endorsed to name LANDLORD (and any of its affiliates, subsidiaries, successors and assigns designated by LANDLORD) as an additional insured.

11.2. Additional Insureds. TENANT shall also provide a separate endorsement form or section of the policy showing LANDLORD, 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 TENANT. The additional insured coverage under TENANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from TENANT'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: (a) the minimum coverage and limits specified in this Lease; or (b) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

11.3. Annual Review. On an annual basis, LANDLORD shall have the right to review all insurance coverage required by this Lease. If, in the opinion of LANDLORD's Risk Manager the amount of general liability, property damage and any other applicable insurance coverage at that time is not adequate, TENANT shall increase the insurance coverage as reasonably required by LANDLORD's Risk Manager.

11.4. Personal Property. TENANT, at its cost, shall maintain on all its personal property, TENANT's improvements installed or constructed by TENANT, and alterations made by TENANT, in, on, or about the Premises, a policy of standard fire and extended coverage

insurance, to the extent of at least one hundred percent (100%) of the actual cash value of such property. The proceeds from any such policy shall be used by TENANT for the replacement of personal property and the restoration of TENANT installed or constructed improvements or alterations.

11.5. Additional Requirements. All the insurance required under this Lease shall:

- a. Be issued as a primary policy.
- b. Contain an endorsement requiring ten (10) calendar days' written notice from the insurance company to LANDLORD before cancellation or change in the coverage, scope, or amount of any policy.
- c. Be evidenced by a certificate of insurance in a form consistent with the requirements of this Article.
- d. The limits of insurance required in this Lease may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of LANDLORD (if agreed to in a written contract) before LANDLORD's own insurance shall be called upon to protect it as a named insured.
- e. TENANT agrees to include in its contracts with all contractors the same requirements and provisions of this Lease, including the indemnity and insurance requirements, to the extent they apply to the scope of the contractor's work. Furthermore, TENANT shall require its contractors to agree to be bound to TENANT and LANDLORD in the same manner and to the same extent as TENANT is bound to LANDLORD under this Lease. Additionally, TENANT shall

obligate its contractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of LANDLORD's indemnity and insurance provisions will be furnished to the contractor upon request. The term "contractor" additionally includes subcontractors of any tier.

f. All self-insured retentions ("SIR") must be disclosed to the City of Roseville's Risk Manager 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 LANDLORD. LANDLORD 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. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve TENANT of liability in excess of such coverage, nor shall it preclude LANDLORD from taking such other actions as are available to it under any other provisions of this Lease or law.

11.6. Landlord's Insurance Requirements. LANDLORD shall maintain a policy of insurance covering the replacement cost of the Building and Premises during the term of the Lease. During the Lease Term, LANDLORD shall maintain a policy of contractual liability coverage and commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring LANDLORD against liability for bodily injury, property damage and personal injury arising out of LANDLORD's ownership, operation, use or occupancy of the Building. The amount of such insurance shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence.

ARTICLE XII: HAZARDOUS MATERIALS

12.1. Handling of Hazardous Materials. TENANT agrees that any and all handling, transportation, storage, treatment, disposal, or use of hazardous materials by TENANT in or about the Premises shall strictly comply with all applicable local, state and federal environmental laws and regulations. TENANT will not use or allow the use of the Premises in a manner that may cause hazardous materials to be released or to become present on, under, or about the Premises or other properties in the vicinity of the Premises. If the presence of hazardous materials on the Premises caused or permitted by TENANT results in the contamination or deterioration of the Premises or any water or soil beneath the Premises, TENANT shall promptly take all action necessary to investigate and remedy that contamination. However, unless an emergency situation exists that requires immediate action, LANDLORD's written approval of these actions shall first be obtained, and such approval will not be unreasonably withheld.

12.2. Environmental Indemnification. TENANT shall defend, indemnify, and save and hold harmless LANDLORD, its officers, agents, employees and volunteers and each of their respective successors and assigns (individually and collectively) from all claims, judgments, causes of action, damages, penalties, fines, taxes, costs, liabilities, losses, and expense arising (directly or indirectly) as a result of or in connection with TENANT's breach of any prohibition or provisions of this Lease, or the presence of any hazardous materials that migrate from the Premises to other properties, as a result (directly or indirectly) of TENANT's activities, or failure to act where TENANT had a duty to act, on or in connection with the Premises.

This obligation by TENANT to defend, indemnify, and save and hold harmless LANDLORD includes, without limitation, costs and expenses incurred for or in connection with any investigation, clean up, remediation, monitoring, removal, restoration, or closure work required because of any hazardous materials present on, under or about the Premises; the costs and expenses

or restoring, replacing, or acquiring the equivalent of damaged natural resources if required under any local, state or federal environmental law or regulation; all foreseeable consequential damages; all reasonable damages for the loss or restriction on use of rentable or usable space of any amenity of the premises; all reasonable sums paid in settlement of claims; reasonable attorney's fees; litigation, arbitration, and administrative proceeding costs; and reasonable expert, consultant, and laboratory fees. Neither the written consent of LANDLORD to the presence of hazardous materials on or under the Premises, nor the strict compliance by TENANT of all environmental laws and regulations, will excuse TENANT from the indemnification obligation. This indemnity will survive the expiration or termination of this Lease.

12.3. Hazardous Materials Defined. As used in this Article, the term "hazardous materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism, or combination that is or may be hazardous to human health or to the safety of the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms, or combinations that are now or become in the future listed, defined, or regulated in any manner by any local, state or federal environmental law or regulation based upon, directly or indirectly, their properties or effects.

ARTICLE XIII: CONDEMNATION

13.1. Termination due to Condemnation. If the Premises is taken in entirety by condemnation by LANDLORD, this Lease shall terminate as of the date of taking.

13.2. Condemnation of Portion of Premises. If a portion of the Premises is taken by condemnation by LANDLORD, this Lease shall remain in effect, except that TENANT may

elect to terminate this Lease if twenty-five (25 %) percent or more of the total square feet in the Premises is taken. Furthermore, the amount of rent shall be reduced by the loss of the portion of the Premises resulting from condemnation.

ARTICLE XIV: ASSIGNMENT OR SUBLEASE

14.1. Consent for Assignments and Subleases. TENANT shall not assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises without LANDLORD'S prior written consent, which consent shall not be unreasonably withheld or delayed. Any assignment, encumbrance, or sublease without LANDLORD's written consent shall be voidable and, at LANDLORD's election, shall constitute an event of default of this Lease. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of any provision of this Lease. Notwithstanding the provisions of the above, TENANT may assign this Lease or sublet the Premises or any portion thereof, without LANDLORD's consent, to any entity which controls, is controlled by or is under common control with TENANT, or to any entity resulting from a merger or consolidation with TENANT, or to any person or entity which acquires all the assets of TENANT's business as a going concern, provided that: (a) the assignee or sublessee assumes, in full, the obligations of TENANT under this Lease; (b) TENANT remains fully liable under this Lease; and (c) TENANT gives written notice to LANDLORD of such assignment or sublease.

14.2. No Assignments by Operation of Law. No interest of TENANT in this Lease shall be assignable by operation of law (including, without limitation, the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an assignment unauthorized by LANDLORD:

a. If TENANT is or becomes bankrupt or insolvent, makes or attempts to make an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which TENANT is the bankrupt party;

b. If a writ of attachment or execution is levied on this Lease;

c. If, in any proceeding or action to which TENANT is a party, a receiver is appointed with authority to take possession of the Premises.

14.3. Unauthorized Assignments. An unauthorized assignment shall constitute a default by TENANT and LANDLORD shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of TENANT.

ARTICLE XV: WAIVER

15.1. No General Waivers. No delay or omission in the exercise of any right or remedy of LANDLORD on any default by TENANT shall impair such a right or remedy or be construed as a waiver.

15.2. Acceptance of Delinquent Rent not Waiver. The receipt and acceptance by LANDLORD of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

15.3. No Acceptance of Surrender of Premises. No act or conduct of LANDLORD, including, without limitation, the acceptance, of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by TENANT before the expiration of the term. Only a notice from LANDLORD to TENANT shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease, subject to damages for breach of contract.

15.4. Consent not Waiver. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent act by TENANT.

15.5. Waiver in Writing. Any waiver by LANDLORD of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

ARTICLE XVI: RECORDATION

16.1. Recordation of Lease. This Lease or Memorandum of Lease, subject to the discretion of the City Clerk and City Attorney, shall be recorded against the Premises prior to TENANT taking physical possession of the Premises. A form Memorandum of Lease is set forth in Exhibit C, attached hereto and incorporated herein.

ARTICLE XVII: SURRENDER OF PREMISES; HOLDING OVER

17.1. Surrender at Termination. On expiration or not later than ten (10) calendar days after termination of the term, TENANT shall return the Premises to its original condition, normal wear and tear excepted, and surrender to LANDLORD the Premises and all TENANT's improvements and alterations in good condition, except for ordinary wear and tear and except for alterations that TENANT has the right to remove or is obligated to remove under the provisions of this Lease. TENANT shall remove all its personal property within the above stated time. TENANT shall perform all restoration made necessary by the removal of any alterations or TENANT's personal property within the time periods stated in this paragraph.

All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Building and acquired by or for the account of TENANT, without expense to LANDLORD, which can be removed without structural

damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by TENANT and located in the Premises (collectively "TENANT's Property") shall be and shall remain the property of TENANT and may be removed by TENANT at any time during the Term; provided that if any of TENANT's Property is removed, TENANT shall promptly repair any damage to the Premises or to the Building resulting from such removal.

17.2. Disposition of Personal Property. LANDLORD can elect to retain or dispose of in any manner any alterations or TENANT's personal property that TENANT does not remove from the Premises upon expiration or termination of the Term as allowed or required by this Lease by giving at least ten (10) calendar days' notice to TENANT. Title to any such alterations or TENANT's personal property that LANDLORD elects to retain or dispose of upon expiration of the ten (10) calendar day period shall be deemed vested in LANDLORD. TENANT waives all claims against LANDLORD for any damage to TENANT resulting from LANDLORD's retention or disposition of any such alterations or TENANT's personal property. TENANT shall be liable to LANDLORD for LANDLORD's costs for storing, removing, and disposing of any alterations or TENANT's personal property.

17.3. Hold Harmless. If TENANT fails to surrender the Premises to LANDLORD on expiration or termination of the term as required by this Article, TENANT shall hold LANDLORD harmless from all damages resulting from TENANT's failure to surrender the Premises, including, without limitation, claims made by a succeeding TENANT resulting from TENANT's failure to surrender the Premises.

17.4. Holdover Rights. TENANT shall have the right to holdover for up to three (3) months after expiration or termination of the Initial Term or an Extension. Such holdover shall be upon the same terms and conditions as this Lease except that rent shall be one-hundred and

twenty-five percent (125%) of the last month's rental amount at the end of the Term or Extension. In order to exercise this right, TENANT shall give LANDLORD four (4) months prior written notice of its exercise of this right.

ARTICLE XVIII: NOTICE

18.1. Notice. Any consent, approval, or communication that either party desires or is required to give the other party shall be in writing and may be delivered personally or by deposit in the U.S. mail, first class postage prepaid, addressed as follows:

LANDLORD

TENANT

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

Goose Port, Inc.
1061 Caragh Street
Roseville, CA 95747
Attn: Al Santos

With a copy to:

City of Roseville
City Attorney
311 Vernon Street
Roseville, CA 95678

18.2. Change of Address. Either party may change its address by giving notice of the change of address to the other party. Notice shall be deemed received forty-eight (48) hours after the time of mailing, if mailed as provided in this section.

ARTICLE XIX: TERMINATION

19.1. Material Default. Any of the following events shall constitute a material default (or event of default) and breach of this Lease by TENANT:

a. Abandonment or vacation of the Premises or any substantial portion thereof (failure to occupy and operate the Premises for ten (10) consecutive calendar days without LANDLORD's consent shall be deemed an abandonment and vacation).

b. The making by TENANT of any general assignment or general arrangement for the benefit of creditors; or the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against TENANT, the same is dismissed within thirty (30) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this Lease, where possession is not restored to TENANT within thirty (30) calendar days; or the attachment, execution or other judicial seizure of substantially all of TENANT's interest in this Lease, where such seizure is not discharged in thirty (30) calendar days.

c. If TENANT has not complied in good faith with the terms and conditions of this Lease, LANDLORD may declare a default of this Lease. LANDLORD shall give TENANT a written notice of the default, after which TENANT shall cure the default within thirty (30) calendar days. If TENANT does not cure the default within thirty (30) calendar days, LANDLORD may terminate this Lease immediately.

d. If TENANT fails to pay rent, and/or any other amount due and payable hereunder upon the date when such payment is due, such failure continuing for a period of ten (10) business days following written notice from LANDLORD specifying the alleged default ("Payment Cure Period"), LANDLORD may terminate the Lease. In the event that LANDLORD does not receive payment during the Payment Cure Period, this Lease shall, at the option of LANDLORD, immediately terminate.

e. If TENANT violates any applicable law, rule, statute, ordinance, order, or regulation applicable to TENANT's use of the Premises and does not cure such violation within

thirty (30) calendar days of the date of the notice from the LANDLORD to TENANT, LANDLORD may immediately terminate this Lease.

19.2. Landlord's Rights and Remedies. In addition to the remedies identified herein, upon the occurrence of a default (or event of default) by TENANT to perform or observe any material obligation of this Lease (after the expiration of all applicable notice and cure periods), LANDLORD shall be entitled to the following rights and remedies in addition to all other available rights and remedies:

a. Subject to expiration of all applicable notices and cure periods, LANDLORD shall have the right to terminate this Lease, and at any time thereafter recover possession of the Premises and expel therefrom TENANT and repossess the Premises without prejudice to any other available remedies by reason of TENANT's default.

b. This Lease shall continue in effect for so long as LANDLORD does not terminate TENANT's right to possession, and LANDLORD may enforce all of its rights and remedies under this Lease, including without limitation the right to recover the rent as it becomes due without terminating this Lease.

c. Notwithstanding anything to the contrary, in the event that TENANT cannot reasonably cure the default within the cure period, but TENANT has commenced to cure the default within the cure period, then LANDLORD shall have no right to terminate the Lease, so long as the default is eventually cured within a reasonable period of time.

19.3. Landlord's Default. If LANDLORD fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) calendar days after receipt of written notice from TENANT specifying such default, or if such default cannot reasonably be cured within thirty (30) calendar days and LANDLORD fails to commence to cure within that thirty (30) calendar day

period, then LANDLORD shall be liable to TENANT for any actual damages sustained by TENANT as a result of LANDLORD's breach. If, after notice to LANDLORD of default, LANDLORD (or any first mortgagee or first deed of trust beneficiary of LANDLORD) fails to cure the default as provided herein, then TENANT shall have the right to cure that default at LANDLORD's expense. TENANT, at TENANT's election, shall have the right to withhold, reduce or offset any amount against any payments of rent or any other charges due and payable under this Lease.

ARTICLE XX: MISCELLANEOUS PROVISIONS

20.1. No Partnership or Joint Venture. LANDLORD shall not become or be deemed a partner or a joint venture with TENANT by reason of any provisions of this Lease.

20.2. Access to Records. Duly authorized representatives of LANDLORD shall have right of access during normal business hours to TENANT's files and records relating to the use of the Premises, and may review the files and records at appropriate stages during TENANT's use of the Premises.

20.3. Modifications. This Lease and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the Parties.

20.4. Compliance with Laws. TENANT will comply with all federal, state and local laws, ordinances and policies as may be applicable to TENANT's use of the Premises under this Lease.

20.5. Attorneys' Fees; Venue; Governing Law. If either Party commences any legal action against the other party arising out of this Lease or the performance hereof, the prevailing Party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action

arising out of this Lease shall be brought in Placer County, California, regardless of where else venue may lie. This Lease shall be governed by and construed in accordance with the laws of the State of California.

20.6. Force Majeure. If the performance under this Lease is prevented, restricted or interfered with by reason of lightning, earthquake or other act of God, embargoes, government ordinances or requirements, civil or military authorities, power outages or brownouts, or mechanical, electronic or communications failures, or other causes beyond the reasonable control of the Party whose performance is affected (excluding financial condition, labor shortage, negligence or willful misconduct), then the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-for-day basis and the other party will similarly be excused from related performance; provided that the Party so affected shall use reasonable efforts to avoid or remove such causes of non-performance and both Parties shall proceed to perform their obligations with dispatch whenever such causes are removed or cease.

20.7. Integration. This is an integrated Lease, and contains all of the terms, considerations, understanding and promises of the Parties. It shall be read as a whole.

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

20.9. Quiet Enjoyment. TENANT, upon paying the rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate; provided, however, that TENANT acknowledges that the Premises is in the direct vicinity of the City of Roseville's Vernon Street Town Square park ("VSTS") and that public and/or private events may frequently occur (during any hour of any day and/or night) at the VSTS which may

include, but is not limited to, live amplified music and crowd noise. TENANT also acknowledges that Vernon Street road closures may occur from time to time due to special events.

20.10. Governing Agreement. In the event of any conflict between this Lease and its exhibits, the provisions of this Lease shall govern.

20.11. CBRE Disclosures. Provided with a copy of this Lease are the Sale/Lease Disclosure form and Natural Hazard Disclosure Abstract, which LANDLORD's real estate broker of record for this transaction, CBRE, Inc., has an obligation to include in order to inform the parties in any transaction regarding Special Studies and Flood Zones; Hazardous Substances; Broker Investigations, and Compliance with Laws Notice. The Broker Relationship Disclosure and Representation Confirmation have been included per state law. TENANT is encouraged to read them carefully and to contact legal counsel for additional clarification. TENANT is required to execute and return these disclosures along with this executed Lease.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Lease 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 _____, 2018, and TENANT has caused this Lease to be executed.

LANDLORD:

CITY OF ROSEVILLE, a
municipal corporation:

BY: _____
DOMINICK CASEY
Acting City Manager

TENANT:

GOOSE PORT, INC., a
California corporation

BY:  _____
Print name: Al Santos
Title: CEO/Secretary

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: Kathleen Mary Santos
Print name: Kathleen Mary Santos
Title: V.P.

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
MIKE ISOM
Acting Development Services Director

EXHIBIT LIST:

- A. Map of Leased Premises
- B. Unsecured Limited Guaranty Agreement
- C. Memorandum of Lease

EXHIBIT A

Map of Leased Premises

EXHIBIT A
316 VERNON STREET
LEASED PREMISES

ATLANTIC STREET

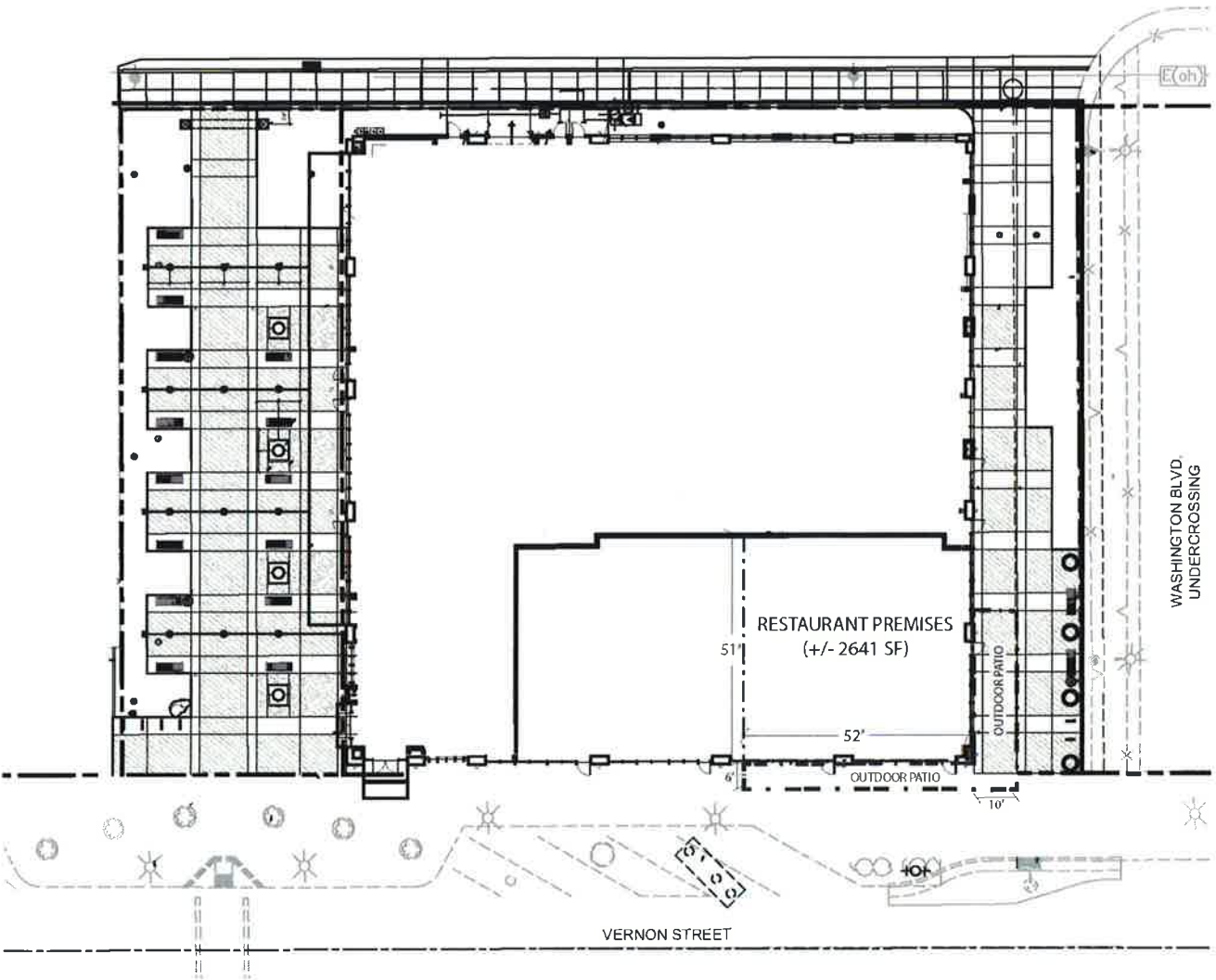


EXHIBIT B

Unsecured Limited Guaranty Agreement

UNSECURED LIMITED GUARANTY AGREEMENT

For value received, the undersigned ALLEN ROBERT SANTOS and KATHLEEN MARY SANTOS (hereinafter the "Guarantors") do hereby absolutely and unconditionally guarantee the performance by GOOSE PORT, INC., a California corporation, of all obligations of that certain Lease Agreement dated _____, 2018 (the "Lease"), executed by GOOSE PORT, INC., a California corporation, as "TENANT", and the CITY OF ROSEVILLE, a municipal corporation, as "LANDLORD", a copy of which Lease is attached hereto. The Guarantors possess an ownership interest in TENANT, either directly or indirectly, but are separate and distinct from TENANT. Guarantors will receive a direct and substantial financial benefit from the making of the Lease with TENANT by LANDLORD.

1. Guarantors agree that: (i) the obligations under this Guaranty are independent of and in addition to the undertakings of TENANT pursuant to the Lease and any other obligations of Guarantors to LANDLORD; and (ii) a separate action may be brought to enforce the provisions of this Guaranty whether TENANT is a party in any action or not.

2. Guarantors waive:

(i) Presentment, demand, protest, notice of acceptance, notice of dishonor, notice of nonperformance, and any other notice with respect to any of the obligations and this Guaranty, and promptness in commencing suit against any party, or in giving any notice to or making any claim or demand on Guarantors;

(ii) Any right to require LANDLORD to proceed against TENANT, proceed against or exhaust any security held from TENANT, or to pursue any remedy in LANDLORD's power;

(iii) Any defense based on any legal disability or other defense of TENANT, any other guarantor, or other person or by reason of the cessation or limitation of the liability of TENANT from any cause other than full performance of all obligations of TENANT under the Lease;

(iv) Any defense based on any lack of authority of the officers, directors, managers, members, or agents purporting to act on behalf of TENANT or any principal of TENANT or any defect in the formation of TENANT or any principal of TENANT;

(v) To the fullest extent permitted by law, all rights and benefits under Civil Code Section 2809 purporting to reduce a guarantor's obligations in proportion to the principal obligation;

(vi) Any defense Guarantors may acquire by reason of LANDLORD's election of any remedy against Guarantors or TENANT or both, and the consequent loss by Guarantors of the right to recover any deficiency from TENANT;

(vii) Any defense based on LANDLORD's failure to disclose to Guarantors any information concerning TENANT's financial condition or any other circumstances bearing on TENANT's ability to pay all sums payable under the Lease and perform all of TENANT's obligations under the Lease;

(viii) Any defense based on any statute or rule of law that provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal;

(ix) Any defense based on LANDLORD's election, in any proceeding instituted

under the Federal Bankruptcy Code, of the application of Section 1111(b)(2) of the Federal Bankruptcy Code or any successor statute;

(x) Any defense based on any borrowing or any grant of a security interest under Section 364 of the Federal Bankruptcy Code;

(xi) Any right of subrogation, contribution, or reimbursement against TENANT, any right to enforce any remedy that LANDLORD has or may in the future have against TENANT, any other right that LANDLORD may now or later acquire against TENANT that arises from the existence or performance of Guarantors' obligations under this Guaranty or would arise with respect to the Lease, and any benefit of, and any right to participate in, any security for the Lease now or in the future held by LANDLORD;

(xii) To the fullest extent permitted by law, all rights and benefits under Code of Civil Procedure Section 580a, purporting to limit the amount of any deficiency judgment that might be recoverable following the occurrence of a trustee's sale under a deed of trust; Code of Civil Procedure Section 580b, stating that no deficiency may be recovered on a real property purchase money obligation; and Code of Civil Procedure Section 580d, stating that no deficiency may be recovered on a note secured by a deed of trust on real property in case the real property is sold under the power of sale contained in the deed of trust, if those statutory sections have any application; and

(xiii) The benefit of any statute of limitations affecting the liability of Guarantors or the enforcement of the Guaranty, including, without limitation, any rights arising under Code of Civil Procedure Section 359.5.

3. Guarantors agree that the payment of all sums payable and the performance of TENANT's obligations under the Lease or any other act that tolls any statute of limitations applicable to the Lease will similarly operate to toll the statute of limitations applicable to Guarantors' liability. Without limiting the generality of the foregoing or any other provision of this Guaranty, Guarantors expressly waive all benefits that might otherwise be available to Guarantors under Civil Code Sections 2809, 2810, 2839, 2845, 2849, 2850, 2899, and 3433 and Code of Civil Procedure Sections 580a, 580b, 580d and 727, or similar sections.

4. Guarantors waive all rights and defenses arising out of an election of remedies by the creditor, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed the Guarantors' rights of subrogation and reimbursement against the principal by the operation of Section 580d of the Code of Civil Procedure or otherwise. Furthermore, Guarantors understand and acknowledge that if LANDLORD forecloses judicially or nonjudicially against any real property security for the Lease, that foreclosure could impair or destroy any ability that Guarantors may have to seek reimbursement, contribution, or indemnification from TENANT or others based on any right Guarantors may have of subrogation, reimbursement, contribution, or indemnification for any amounts paid by Guarantors under this Guaranty. Guarantors further understand and acknowledge that in the absence of this provision, the potential impairment or destruction of Guarantors' rights, if any, may entitle Guarantors to assert a defense to this Guaranty based on Code of Civil

Procedure Section 580d, as interpreted in Union Bank v. Gradsky (1968, 2nd Dist) 265 Cal.App.2d 40, 71 Cal.Rptr. 64. By executing this Guaranty, Guarantors freely, irrevocably, and unconditionally:

- (i) waive and relinquish that defense, and agree that Guarantors will be fully liable under this Guaranty even though LANDLORD may foreclose judicially or nonjudicially against any real property security for the Lease;
- (ii) agree that Guarantors will not assert that defense in any action or proceeding that LANDLORD may commence to enforce this Guaranty;
- (iii) acknowledge and agree that the rights and defenses waived by Guarantors under this Guaranty include any right or defense the Guarantors may have or be entitled to assert based upon or arising out of any one or more of Code of Civil Procedure Sections 580a, 580b, 580d or 726, of Civil Code Section 2848; and
- (iv) acknowledge and agree that LANDLORD is relying on this waiver in making and accepting the Lease from TENANT, and that this waiver is a material part of the consideration that LANDLORD is receiving for entering into the Lease with TENANT for the rental of the Premises at 316 Vernon Street, Roseville, California.

5. This Guaranty is a continuing guaranty and will:

- (i) remain in full force and effect for a period of twenty-four (24) months following the commencement of the Initial Term of the Lease;
- (ii) be binding on Guarantors; and
- (iii) inure to the benefit of and be enforceable by LANDLORD and its successors, transferees, and assigns.

Without limiting the generality of subsection 5.(iii), LANDLORD may assign or otherwise transfer its rights under the Lease to any other person, and that person will become vested with all the rights granted to LANDLORD.

6. Guarantors agree to pay all costs, including, without limitation, reasonable attorneys' fees and expenses, incurred by LANDLORD in enforcing the terms of this Guaranty, whether or not suit is filed. Guarantors agree to indemnify and hold LANDLORD harmless from all liability, loss, damage, or expense (including, without limitation, reasonable attorneys' fees) that it may incur under this Guaranty, the enforcement of any of LANDLORD's rights or remedies under this Guaranty, any action taken by LANDLORD under this Guaranty.

7. Time is of the essence of this Guaranty.

8. This Guaranty is not secured by any real property, personal property or any assets of the Guarantors hereunder.

9. If more than one person executes this Guaranty, the obligations of those persons under this Guaranty shall be joint and several. LANDLORD, in its discretion, may: (a) bring suit against any Guarantor or against one or more of them; (b) compromise or settle with any one or more Guarantors for such consideration as LANDLORD may deem proper; (c) release one or more Guarantors from liability; and (d) otherwise deal with any Guarantor in any

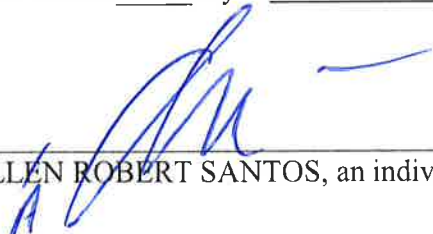
manner without impairing the rights of LANDLORD to collect from any other Guarantor under this Guaranty.

10. Any married person who signs this instrument expressly agrees that recourse may be had against his or her community property and separate property to satisfy all of his or her obligations under this Guaranty.

11. This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

12. The financial obligations of Guarantors hereunder are limited in amounts not to exceed the following sums: (a) upon commencement of the initial term the amount is \$32,944 (consisting of broker's commission as further described in Exhibit D – Broker Commission Schedule); and commencing at the end of month 12 the amount is reduced to \$16,472. At the end of month 24, this Guaranty shall terminate. These guarantee amounts are to secure TENANT's obligations at the time an event of default by TENANT occurs which gives rise to LANDLORD's ability to proceed against the Guarantors under this Guaranty. The foregoing limitation on the Guarantors' liability hereunder shall not apply to the attorneys' fees and court costs incurred by LANDLORD to enforce its rights under this Guaranty.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty to be effective the _____ day of _____, 2018.



ALLEN ROBERT SANTOS, an individual



KATHLEEN MARY SANTOS, an individual

EXHIBIT C

Memorandum of Lease

RECORDING REQUESTED BY AND

AFTER RECORDATION, MAIL TO:

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

Space Above Line For Recorder's Use

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this ____ day of _____ 2018, by and between City of Roseville, a municipal corporation ("LANDLORD"), and Goose Port, Inc., a California corporation (hereinafter "TENANT"), who agree as follows:

1. LANDLORD leases to TENANT and TENANT leases from LANDLORD retail space within an office building on real property located in the City of Roseville, County of Placer, State of California, Assessor's Parcel Number 013-091-010-000, as more particularly shown in **Exhibit A** attached hereto and incorporated by reference herein (the "Leased Premises").

2. This Memorandum of Lease is made upon all the terms and conditions of that certain unrecorded Lease Agreement relating to the leased premises between LANDLORD and TENANT dated _____, 2018 ("Lease Agreement") on file with the City Clerk, and all of said terms and conditions are incorporated by reference herein.

3. The term of the lease shall continue for a period of one hundred and twenty-six (126) months, unless extended or earlier terminated according to the terms of the Lease Agreement.

[SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, upon the day and year first hereinabove written, the respective Parties hereto have executed this Memorandum of Lease, personally or by officers or agents thereunto duly authorized.

LANDLORD:

CITY OF ROSEVILLE, a
municipal corporation:

BY: _____
DOMINICK CASEY
Acting City Manager

TENANT:

GOOSE PORT, INC., a
California corporation

BY: _____
Print name: AL Santos
Title: CEO / Secretary

and

BY: Kathleen Mary Santos
Print name: KATHLEEN Mary Santos
Title: V.P.

Exhibit A
to Memorandum of Lease
Map of Leased Premises

EXHIBIT A
316 VERNON STREET
LEASED PREMISES

ATLANTIC STREET

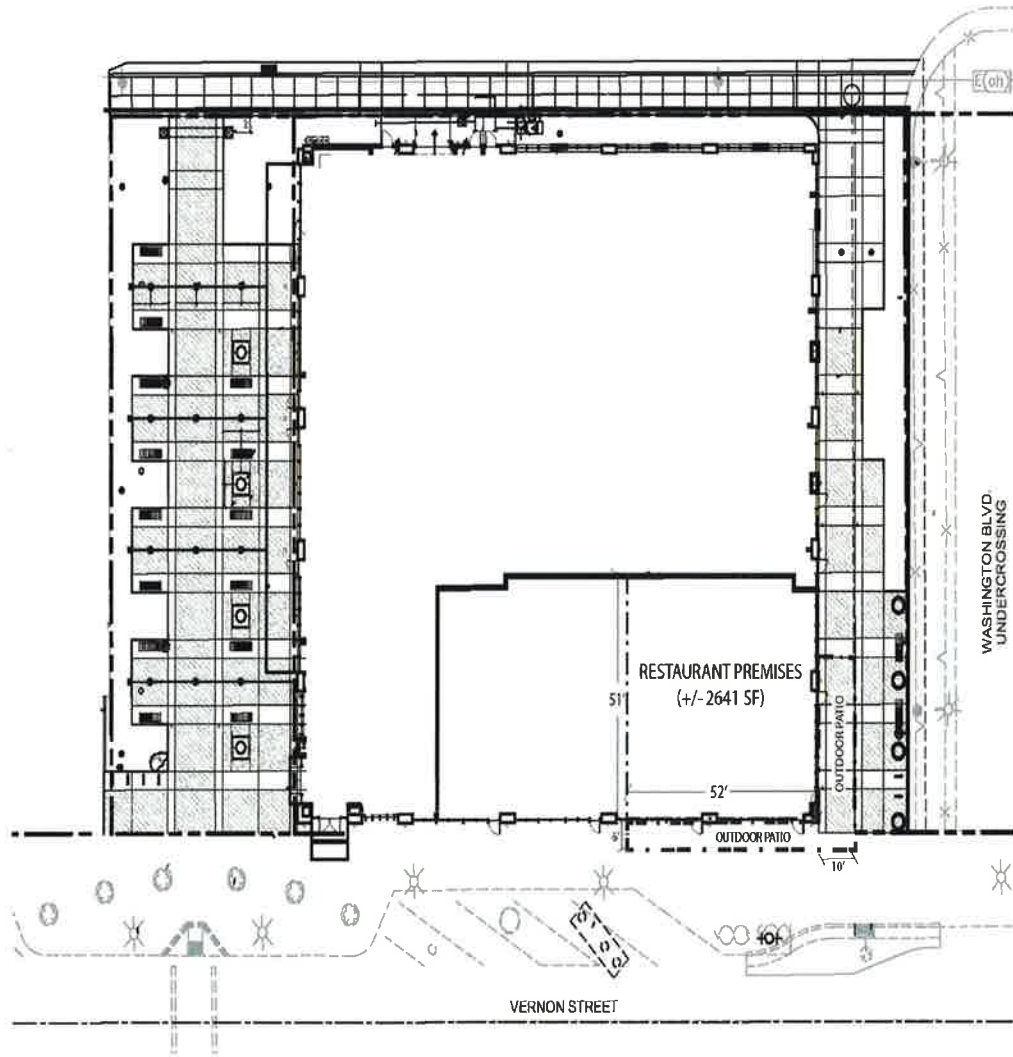


EXHIBIT D

Broker Commission Schedule

Exhibit D
Broker Commission Schedule

Months	Rent/SF Modified Gross	Annual	Months	Rent/SF Modified Gross	Annual
1-6	\$0.00	\$0.00	60-66	\$2.40	\$38,030
7-18	\$2.25	\$71,307	67-78	\$2.45	\$77,645
19-30	\$2.25	\$71,307	79-90	\$2.50	\$79,230
31-42	\$2.30	\$72,892	91-102	\$2.55	\$80,815
43-54*	\$2.35	\$74,476	103-114	\$2.60	\$82,399
55-60	\$2.40	\$38,030	115-126	\$2.65	\$83,984
Total Mo. 0-60		\$328,012	Total Mo. 60-126		\$442,103
6% Broker Commission Mo. 1-60		\$19,681	3% Broker Commission Mo. 60-126		\$13,264

Total broker commission = \$32,944*

*Subject to final verification of leased premises area (in square feet)



COUNCIL COMMUNICATION

CC #: 9244

File #: 0323

Title: License Plate Reading Camera System Purchase
Contact: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 8.4.

RECOMMENDATION TO COUNCIL

Staff requests that Council adopt a resolution to approve a sole-source service agreement No. S1804329 with Strommel, Inc. dba Lehr Automotive Electric for a license plate reading system and associated services in the amount of \$127,020 plus \$5,523.41 tax for a total amount of \$132,543.41, and authorize the Acting City Manager to sign it on behalf of the City.

BACKGROUND

The police department wants to purchase an automated license plate reading system (LPR). LPR systems include cameras that can be placed in fixed locations or mounted on patrol cars. The cameras scan the license plate numbers of passing vehicles and automatically check them against a regional database to determine if the associated vehicles are stolen, have been used in a felony crime or otherwise flagged by law enforcement. The cameras also retain images of license plates, including the time, date and location of the view. If a crime, missing person, hit and run collision or other significant incident is reported later, police staff can research the database for clues about possibly related vehicles. The requested system includes four cameras designed to be mounted in fixed locations, and six designed to be mounted on police cars, plus related software, mounting hardware, installation services, user training and three years of maintenance service.

The police department requests that Council approve a sole source service agreement to be issued to Strommel, Inc. dba Lehr Automotive Electric, the sole local authorized reseller of Vigilant Solutions automated license plate reader systems. Vigilant Solutions' LPR systems are widely used by other law enforcement agencies in the Sacramento region. Standardizing systems with those used by the rest of the region will allow the police department to share in a regional database with neighboring agencies.

FISCAL IMPACT

The agreement includes hardware, software, installation, training and three years of maintenance services, and will cost \$127,020 plus \$5,523.41 tax for a total amount of \$132,543.41. Of that

amount, \$132,000 was designated for this purchase from savings from the 2016-2017 General Fund fiscal year budget, and the remaining funds are available in the current fiscal year Police Department Administration budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this agreement.

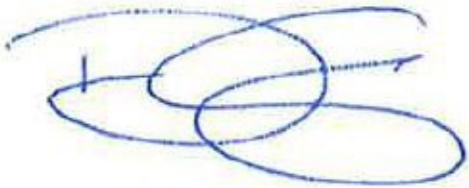
ENVIRONMENTAL REVIEW

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)). Purchase of a license plate reading system does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Dee Dee Gunther, Department Public Information Officer

James Maccoun, Police Chief

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-179

Lehr Service Agreement

RESOLUTION NO. 18-179

APPROVING A SOLE SOURCE SERVICE AGREEMENT BETWEEN CITY OF
ROSEVILLE AND STOMMEL, INC. DBA LEHR AUTO ELECTRIC, AND AUTHORIZING
THE ACTING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a sole source service agreement (Service Agreement No. S1804329) for a license plate reading system and associates services, between City of Roseville and Stommel, Inc. dba Lehr Auto Electric, 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 is approved and that the Acting 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: **S1804329**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1817140 DATE: 4/9/18

SUBMIT ALL INVOICES TO:

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

Contractor No.: V00201
Telephone No.: 916-267-5547 Fax:
Email address: steve@lehrauto.com
Contractor: STOMMEL, INC.
dba LEHR AUTO ELECTRIC
ATTN: STEVE ADAIR
4707 NORTHGATE BLVD
SACRAMENTO, CA 95834

Department: POLICE

Acct. Code: 03400-6001

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/18	Approved by Risk Mgt.	RANDY THOMPSON

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR SHALL PROVIDE AND INSTALL INTELLIGENCE LED POLICING MOBILE WITH FIXED CAMERAS IN ACCORDANCE WITH THE ATTACHED LEHR QUOTE STA-0674-05 DATED 4/19/18.

PLEASE CONTACT RANDY THOMPSON AT 916-774-5099 FOR QUESTIONS REGARDING THIS CONTRACT.

Total Cost of Service: \$ **132,543.41**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

Dominick Casey, Acting City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Consultant is given 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. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 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 sub consultants.
- 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, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this 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. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.

24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this 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.
26. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.



Quote For:

**Roseville Police Department
ILP Mobile with Fixed cameras**

Quoted By:

**Lehr
Steve Adair**

Date: 04-19-18



Be Smart. Be Safe. Be Vigilant.

		Lehr 4707 Northgate Blvd. Sacramento, California 95834 (P) 916-267-5547			
Attention:	Roseville Police Department		Date	4/19/2018	
Project Name:	ILP Mobile with Fixed cameras		Quote Number:	STA-0674-05	

PROJECT QUOTATION

We at Lehr are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(1)	VS-ILP-2M3RE	Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware - Up to 200 Sworn 3-Camera Mobile LPR system - Quantity = 2 LPR Systems - Power over Ethernet (POE) LPR cameras - Lens configuration to be confirmed by customer at time of order - CarDetector Mobile LPR Software for MDC Unit - Includes Mobile Hit Hunter Data Access Feature - LEARN Software as a Service (SaaS) including: - LEARN Data Analytic Tools - Unlimited Commercial LPR data Access - Hosting, data and system management of LPR data - LEARN-Mobile Companion SmartPhone application (Android & iPhone) - Three year Standard Service Package for hosted LPR server access - FaceSearch Hosted Facial Recognition - Image gallery of up to 20,000 images
Subtotal Price (Excluding sales tax)		\$34,495.00

Qty	Item #	Description
(2)	VS-IDP-02	Investigative Data Platform - Annual Subscription for 101 to 200 Sworn - Commercial LPR Data access - For 101 to 200 Sworn - Access to all Vigilant commercially acquired national vehicle location data - Unlimited use by authorized agency personnel to complete suite of LEARN data analytics - Includes full use of hosted/managed LPR server account via LEARN - FaceSearch with Vigilant Image Gallery Access For 101 to 200 Sworn - Access to all agency/shared images and Vigilant Image Gallery - Unlimited use by authorized agency personnel to all FaceSearch tools - Image gallery of up to 20,000 images
Subtotal Price (Excluding sales tax)		\$35,990.00

Qty	Item #	Description
(1)	VSBSVC-01	Vigilant Service package 1 - three year coverage for 10 total cameras. - Ten Cameras CLK 6 Mobile Cameras year two and three 4 Fixed cameras years one, two and three
Subtotal Price		\$4,500.00

Qty	Item #	Description
(2)	Fixed POD	Fixed Communication box • 4G modem • Nema Enclosure • Mounting hardware • power supply • POE Injector switch -Toughswitch
Subtotal Price (Excluding sales tax)		\$5,000.00

Qty	Item #	Description
(4)	Fixed Camera LPR SYS-1 VSF-XXX-H-RE	Vigilant Fixed LPR Camera with Integrated Smart Processor <u>Hardware:</u> • Integrated (Internal) solid state DSP Smart processor units - No moving parts ◦ Plug-N-PlayIP based camera with Power Over Ethernet (POE) • Includes field installed J-Box • Combination IR and Color lens config to be selected at time of order ◦ Includes RAM mounting bracket <u>Software:</u> • Direct connect to Vigilant's nationally hosted LEARN LPR data server ◦ Includes CarDetector LPR software for local server hosting • LPR vehicle license plate scanning / real time alerting ◦ Full suite of LPR tools including data analytics
Subtotal Price (Excluding sales tax)		\$33,100.00

Qty	Item #	Description
(4)	VS-FX-UNI-POLE-WALL-BRKT_REV_B	Fixed LPR Camera Bracket • Pole or Wall Mount - UPR ARM ASSY POLE & WALL MOUNT BLK REV B
Subtotal Price (Excluding sales tax)		\$1,400.00

Qty	Item #	Description
(2)	VS-LBB-02-E	LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set • LPR Camera Mounting Bracket - Rooftop under light bar • Compatible with most Whelen, Code3, TOMAR, Federal Signal, Argent S2 Light Bars • Mounts up to four (4) LPR cameras
Subtotal Price (Excluding sales tax)		\$2,190.00

Qty	Item #	Description
(6)	SSUPSYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price		\$5,250.00

Qty	Item #	Description
(1)	SSUPLN-COM	Vigilant Start Up & Configuration of Hosted/Managed LEARN Server Account • New client account setup via national LPR server • Required for all hosted/managed LEARN client accounts
Subtotal Price		\$1,275.00

Qty	Item #	Description
(2)	Installation	Installation of Mobile ALPR System three camera kit
Subtotal Price		\$1,700.00

Qty	Item #	Description
(1)	VSPTRNG	Vigilant End User Training for LPR Systems • End user training for Vigilant products ◦ Covers all client purchased applications ◦ Includes classroom and field operation training • Vigilant certified technician to visit site and perform one training class
Subtotal Price		\$1,250.00

Qty	Item #	Description
(1)	VSPTRVL-01	Vigilant Certified Partner Travel via Client Site Visit • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
Subtotal Price		\$650.00

Qty	Item #	Description
(1)	TAS-UL	Target Alert Service - LPR Alert Delivery Software - Unlimited User • Real Time LPR notification and mapping software sends LPR alerts to any in-network PC • Send Alerts over any communication protocol including LAN, WAN, internet wireless, etc. • Server Client software compatible with all Vigilant CDFS applications
Subtotal Price		\$0.00

Qty	Item #	Description
(4)	VS-SHP-02	Vigilant Shipping & Handling Charges • Applies to each fixed camera LPR System • Shipping Method is FOB Shipping
Subtotal Price		\$220.00

Qty	Item #	Description
(1)	Tax	Tax @ 7.25%
Subtotal Price (sales tax)		\$5,523.41

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.

2. Complete system to be delivered within 30 days of AOR (After Receipt of Order).
3. Start Up and Training services are exclusive of travel costs - Cost to be borne BY OTHERS.
4. Central compute resource hardware sold separately unless explicitly stated above.
5. All hardware components to have standard One (1) year hardware warranty.
6. All software to have standard three (3) year warranty for manufacturer defects.
7. This Quote does not include anything outside the above stated bill of materials.
8. Lehr is a Sole Source provider for Roseville Police Department
9. Three Year total cost

Quoted by: Steve Adair - 916-267-5547 - steve@lehrauto.com

Total Price	\$132,543.41
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COUNCIL COMMUNICATION

CC #: 9245

File #: 0102

Title: Request for Council Discretionary Funds

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

Meeting Date: 5/23/2018

Item #: 9.1.

RECOMMENDATION TO COUNCIL

The City Council has received the following requests for discretionary funding and can at this time discuss and consider each request for approval by motion:

- Adelante High School for Safe and Sober Grad Night Sponsorship
- Oakmont High School for Safe and Sober Grad Night Sponsorship
- Independence High School for Safe and Sober Grad Night Sponsorship
- Granite Bay High School Sober Grad Night Sponsorship
- Roseville High School Sober Grad Night
- Woodcreek High School for Safe and Sober Grad Night Sponsorship

The balance remaining in the Council's Discretionary Funds for FY2018 is \$24,409.62

Safe and Sober Grad Night Activities

Six of the seven local high school in the Roseville Joint Union High School District have submitted a request for the City Council to provide a sponsorship in the form of a discretionary funds donation for the Safe and Sober Grad Night events for this year's graduating seniors. The City Council has funded prior years' requests for Safe and Sober Grad night activities at \$500 per school.

All written requests have been included with this report for your review. In addition, representatives from each of the high schools have been invited to attend the meeting and may be available to answer any questions for Council.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens'

Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. In addition, the City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000.00 of the annual earnings for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

There is no fiscal impact to the City's general fund. Annually the City Treasurer allocates \$15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.04 in the Municipal Code and is included in the annual budget along with the Citizen's Benefit Funds available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for the citizens in Roseville and appropriated by the City Council.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Council discretionary funds 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,

Amy Ruiz, Management Assistant

Sonia Orozco, City Clerk



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Requests for Council Discretionary Funds

Adelante High School

Amy Lloyd
Principal
Dwight Rogers
Assistant Principal
Kim Wolfe
Counselor

April 9, 2018

RECEIVED BY

APR 09 2018

CITY MANAGER'S OFFICE

Ms. Amy Ruiz
Management Assistant
City Manager's Office
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Members of Council:

The Adelante High School class of 2018 is preparing to graduate on Thursday, May 31, 2018. On behalf of the staff and students, we would very much appreciate any help and support in being considered by the City Council Discretionary Funding in supporting Adelante High School's Safe and Sober Graduation.

In lieu of an "after graduation party," our focus is on safety and sobriety. The AHS staff treats the entire senior class to a catered Senior Luncheon. In addition to paying for their lunch, we present numerous awards and certificates. This luncheon is very special to everyone at Adelante High School. This is the one time that our staff can get together with the graduating seniors before sending them off into the world.

Finally, the reminder to "stay safe and sober-the choice for me is alcohol and drug-free" are highlighted in our graduation program. We note in a prominent place in the program that "all safe and sober graduation activities are sponsored by the City of Roseville".

As always, funding for these events is a consideration. We have enjoyed your support in years past and would sincerely appreciate any help you can give us to keep these safe and sober graduation traditions alive.

Sincerely,

Amy Lloyd

Amy Lloyd
Principal



**Oakmont Parents Club
1710 Cirby Way
Roseville, CA 95661**

Dear Roseville Community Member:

Statistically, high school graduation night is one of the most dangerous evenings of a teenager's life. Sober Grad Night 2018 is an event exclusively for Oakmont seniors; meant to keep them off the roads, and celebrating with friends in a safe environment.

I am writing on behalf of the Oakmont High Sober Grad Night 2018 Committee. This year's Sober Grad Night (SGN) will take place graduation night, Friday, June 1, 2018 at Six Flags Discovery Kingdom in Vallejo. **I am reaching out to local merchants and community stakeholders like you for assistance. Your tax deductible donations will help us offset the cost of SGN2018 for our graduates and their families.**

The Six Flags Discovery Kingdom SGN event will be a special night of celebration, rollercoasters & rides, good food, music & dancing, and quality time celebrating one of life's milestones with other graduates. Learn more about our event at ohsgradnight.com.

Sober Grad Night is funded entirely through ticket sales and donations. Generous community support has helped keep SGN accessible to most of our graduates. **Cash donations are tax deductible** and help defray the costs of Six Flags entrance fees, transportation and food. This year a Sober Grad Night ticket is \$85.00 per student, and we are hoping to send 200 Oakmont seniors.

On behalf of the graduating class of 2018, thank you in advance for your consideration of our request. If you have any questions regarding Sober Grad Night, please call me at (916) 407-6545.

Best Regards,

Thomas O'Hair
Oakmont High School Sober Grad Night 2018 Chair



Roseville Joint Union High School District

Independence High School

Debra Latteri, Principal
Deborah Landis, Counselor

125 Berry Street
Roseville, California 95678
(916) 786-0793
FAX (916) 786-3389

4/18/2018

To: Amy Ruiz, *Management Assistant*, City of Roseville

Subject: Sober Graduation Sponsorship

Hello Amy,

My name is Danny Schauburger and I am the Activities Director at Independence High School. The Independence High School Student Government class and I are seeking sponsorship for our Sober Grad activities. Independence High School is planning to have a Senior Mixer and a Senior Luncheon on the day of graduation. Our Student Government funds cannot completely support this event. Therefore, we respectfully request a \$500.00 sponsorship from the Council Discretionary Fund to help support our school efforts to promote safe and sober graduation activities.

Let me thank you in advance for any support you provide the seniors of Independence High School.

Sincerely,

Danny Schauburger
Social Science Teacher
Student Government/Yearbook Advisor
Independence High School
(916) 786-0793 x1423

RESPECT · RESPONSIBILITY · RIGHT CHOICES



SOBERgradNIGHT

granite bay high school

April 8, 2018

Dear Roseville City Council,

Another year of students from the Granite Bay High School will be participating in their Graduation ceremonies on June 2nd, and as last year, the Granite Bay High School Boosters is organizing another year of the Sober Grad Night celebration, and we would appreciate another year of your support.

As a reminder, the Sober Grad Night was set up by the California Highway Patrol many years ago, to make sure that all the new Graduates come and celebrate in a safe, substance free, and supervised environment. And our success rate of getting close to 75% attendance from the graduating class, means we've created a good alternative to having these same students out on the roads.

This year the Granite Bay Graduation is on June 2nd, and we have our Sober Grad Night planned that same evening at Golfland Sunsplash. In order to make the Sober Grad Night happen, we are again enlisting the help of over 200 parent volunteers; collecting donations from local families and businesses and requesting that each student buy a ticket costing \$130. However, there are always a handful of students that have financial difficulty and cannot afford to participate without help from others. This is where we are asking the Roseville City Council for help. If you could contribute \$500 from the Councils Discretionary Fund, similar to the amount you gave last year, the Roseville City Council would once again help 10 students go to our event that couldn't go otherwise.

Thank you very much for your consideration and support. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,


Sharon Colman-Lada
GBHS 2018 Sober Grad Night Chairperson

sjcolman@gmail.com

Cell: 916-749-2959



1 Tiger Way
Roseville, CA 95678

916/ 782-3753
916/ 786-3846 fax

April 23, 2018

City Council
311 Vernon Street
Roseville, CA 95678

David Byrd
Principal

Anna Marie Clark
Assistant Principal

Stephanie Malia
Assistant Principal

Matt Pipitone
Assistant Principal

Jason Wilson
Assistant Principal

Dear Members of the Roseville City Council:

The Sober Grad Night Committee for Roseville High School will be holding its annual event on Graduation Night, June 1, 2018 with Hornblower's, San Francisco Bay for a night cruise. As you can imagine, the cost is substantial and we are asking for donations to keep the registration costs reasonable for our graduates. I respectfully request that the City of Roseville continue its tradition of supporting our students by making a \$500 donation to the RHS Sober Graduation Committee.

Jason Bradley
Counselor

Jeff Clark
Counselor

Philomena C. Crone
Counselor

Graciela Fernandez
Counselor

Nancy Muñoz
Counselor

Robyn Pasco
Counselor

Your generosity also enables our Committee to provide the opportunity to seniors who could not otherwise afford to attend our graduation night event. Roseville High School typically scholarships between 15 and 25 students every year.

Any and all support from our community is very much appreciated.

Thank you for your consideration.

Sober Grad Night Committee
Roseville High School
1 Tiger Way
Roseville, CA 95678
916-782-3753

Roseville High School Sober Grad Incorporated is a Non-Profit Organization
503 © Tax ID Number 26-3565586



RECEIVED BY
MAR 09 2018
CITY MANAGER'S OFFICE

March 6, 2018

Dear Loyal Woodcreek High School Supporter,

We are writing to you today, to ask for help in sending our seniors to their 2018 Sober Grad Night. This year we are sending them to Disneyland to partake in a safe, alcohol free day at the park. We are offering this trip to as many of our Graduates as we can. Our students have different economic backgrounds and we would be sad to know one of our hard working students missed the opportunity, due to lack of funds.

There are several ways we are looking for help:

- Monetary donations
- Grocery store gift cards (to purchase food and drinks for our students, which frees up funds for scholarship support)

For questions or donations please contact our Woodcreek "Sober Grad Nite" fundraising coordinator, Shelli Linsenbach at 916-834-2452 or mail them to Woodcreek high school:

Woodcreek Sober Grad
2551 Woodcreek Oaks Blvd
Roseville CA 95747.

Thank you for your consideration. We appreciate any and all offers of help.

-Woodcreek "Sober Grad Nite" Committee.

Woodcreek Booster Tax ID 94-3239441



COUNCIL COMMUNICATION

CC #: 9221
File #: 0800-06

Title: Downtown Code Amendment - Regulations Related to Allowed Uses in the Dry Creek Mixed Use (D-7) District
Contact: Greg Bitter 916-774-5294 gbitter@roseville.ca.us

Meeting Date: 5/23/2018
Item #: 10.1.

RECOMMENDATION TO COUNCIL

The Planning Commission recommends the City Council introduce for first reading an Ordinance Amendment to Chapter 2, Subsection 2.3.2 (Detailed Land Use Matrix) of the Roseville Downtown Code to allow the College and University, Vocational School and Specialty School land use types as principally permitted uses within the DT-7 District.

BACKGROUND

The Roseville Downtown Specific Plan (DTSP) was approved by City Council on April 1, 2009, with the intent of providing a vision and policies for redevelopment, revitalization and intensification of the 176 acre core of Roseville (including Historic Old Town, Vernon Street, and Royer and Saugstad Parks). With that approval, the DTSP assumed that approximately 1,020 new residential units and 4.4 million square feet of development would be added in the plan area over a 20-year period. Concurrent with approval of the DTSP, the Council adopted the Downtown Code (DTC) to provide guidelines, standards and a regulatory framework to encourage public and private investment, consistent with the vision of the DTSP.

The 176 acre Specific Plan area is divided into eleven districts. These districts serve as the regulatory zones within the Specific Plan area, and the permitted land uses and development standards vary for each district. It was imperative that each district be provided with a land use pattern that emphasized the individual assets of each district. Additionally, the land use framework needed to be flexible enough to respond to market conditions.

The Dry Creek Mixed-Use (DT-7) District is located to the east of the Vernon Street corridor and directly abuts Dry Creek and Royer Park (See Figure 1 in the attached Planning Commission Staff Report). This district is unique given the location of the properties in relation to existing civic facilities and the creek. The land use plan was developed to create a relationship between uses abutting the creek and park that did not exist at the time of plan adoption and do not exist today. The Dry Creek District is intended to be a mixed-use district. The flexibility of the land use will allow for multifamily housing opportunities and residential/office over retail. This district will also allow for office uses to be oriented onto the creek frontage.

The DT-7 District allows for a number of land uses that would implement the goals and policies of the DTSP, namely creating a mixed use district that takes advantage of the creek frontage. The DT-7 District includes a large catalyst site and two opportunity sites (see Figure 1) that are owned by the City and positioned to be developed with uses that will implement the vision of the DT-7 District. The soon to be vacated Fire Station 1 building, located at 401 Oak Street has been looked at for a potential university use. With the success of Sierra College offering courses at the 316 Vernon Street building, the potential for more complementary educational uses in the downtown would help to continue the redevelopment of the entire DTSP area.

During the evaluation of the 401 Oak Street site, it was discovered that the College and University land use type was not an allowed use in the DT-7 District. At that time, staff began processing an ordinance amendment to amend the Downtown Code to allow this use in the DT-7 District. During this process, staff evaluated all of the allowed uses in the DT-7 District and determined that two additional uses would be appropriate to implement the vision of the DT-7 District; Vocational Schools and Specialty Schools. There are properties within the DT-7 District that could adequately accommodate these uses and would be complimentary to the various residential, commercial and office uses in the District. Before any of these uses could be located in the DT-7 District, they would be evaluated through the appropriate process in the Downtown Code to ensure their compliance with all of the DT-7 District standards and guidelines.

The proposed amendment to the DT-7 District to allow College and University, Vocational School and Specialty School land use types as principally permitted uses will further the vision of the DTSP. These uses will be complimentary to the currently allowed uses and promote the implementation of the DT-7 District policies.

FISCAL IMPACT

The proposed ordinance does not create a fiscal impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable

ENVIRONMENTAL REVIEW

This action is not a project subject to the California Environmental Quality Act (CEQA) because it involves only general policy and procedure making and does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines, Sections 15002(d), 15378, 15061(b)(3).).

Respectfully Submitted,

Greg Bitter, Planning Manager

Mike Isom, Acting Development Services Director

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Draft Ordinance

Attachment 1 - Planning Commission Staff Report

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
2.3.2 OF CHAPTER 2 OF THE ROSEVILLE DOWNTOWN CODE REGARDING
ALLOWED LAND USES WITHIN THE DRY CREEK MIXED-USE (DT-7) DISTRICT

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Background and Purpose. In 2009, the City Council, by Ordinance No. 4728, added Chapter 19.31 to the Roseville Municipal Code which adopted and incorporated by reference the Downtown Code. The proposed amendment of the Downtown Code would allow the College and University, Vocational School and Specialty School land use types as principally permitted uses within the Dry Creek Mixed-Use (DT-7) District, as shown in attached Exhibit A.

SECTION 2. Amendment of Downtown Code. Section 2.3.2 is hereby amended as shown in Exhibit A.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

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 Downtown Code a certificate or notation stating the time and place of said publication by posting. The Planning Manager is directed to replace pages 2-14 and 2-16 of the Downtown Code with new pages 2-14 and 2-16 as shown in Exhibit A.

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

2.0 Land Use and Zoning

	Washington Corridor	Washington Corridor (Intensified)	Old Town Bungalow Residential	Old Town Commercial	Old Town Commercial (Extension)	Vernon Street	Dry Creek Mixed-Use	Creek View Residential	Vernon Bungalow Residential	Douglas Boulevard
	DT-1	DT-2	DT-3	DT-4	DT-5	DT-6	DT-7	DT-9	DT-10	DT-11
AGRICULTURE & OPEN SPACE USE TYPES										
Resource Protection & Restoration	-	-	-	-	P	P	P	P	-	P
Resource Related Recreation	P	P	P	P	P	P	P	P	P	P
CIVIC USE TYPES	DT-1	DT-2	DT-3	DT-4	DT-5	DT-6	DT-7	DT-9	DT-10	DT-11
Community Assembly (1)	P	-	-	CUP	-	CUP	-	CUP	-	P
Community Services	P	P	P	P	P	P	P	P	P	P
Essential Services	P	P	P	P	P	P	P	P	P	P
Hospital Services										
General Hospital Services	P	-	-	-	-	-	-	-	-	P
Psychiatric Hospital Services	CUP	-	-	-	-	-	-	-	-	CUP
Libraries & Museums, Private	P	-	-	P	P	P	P	-	-	P
Public Parking Services	P	P	P	P	P	P	P	P	P	P
Schools										
College & University	P	-	-	-	-	P	<u>-P</u>	P	-	P
Elementary & Secondary	P	-	-	-	-	-	CUP	-	-	P
Private Elementary & Secondary	P	-	-	-	-	-	CUP	-	-	P
Power Generating Facilities (2)										
Emergency	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC
Supplemental/Individual Use	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Passive Power	P	P	P	P	P	P	P	P	P	P
RESIDENTIAL USE TYPES (13)	DT-1	DT-2	DT-3	DT-4	DT-5	DT-6	DT-7	DT-9	DT-10	DT-11
Live/Work (3)	P	P	P	P	-	P	P	P	P	P
Mixed Use (4)	P	P	-	P	P	P	P	P	-	P

2.0 Land Use and Zoning

	Washington Corridor	Washington Corridor (Intensified)	Old Town Bungalow Residential	Old Town Commercial	Old Town Commercial (Extension)	Vernon Street	Dry Creek Mixed-Use	Creek View Residential	Vernon Bungalow Residential	Douglas Boulevard
	DT-1	DT-2	DT-3	DT-4	DT-5	DT-6	DT-7	DT-9	DT-10	DT-11
Indoor Entertainment	CUP	CUP	-	P	P	P	P	-	-	CUP
Indoor Sports & Recreation	P	-	-	P	P	P	-	-	-	P
Outdoor Entertainment	-	-	-	-	-	-	P	-	-	-
Community Care Facility	P	-	-	-	-	P	P	P	-	P
Day Care Center	P	-	-	-	-	P	P	-	-	P
Eating & Drinking Establishments										
Convenience	P	P	-	P	P	P	P	-	-	P
Full Service	P	P	-	P	P	P	P	-	-	P
Food & Beverage Retail Sales⁽¹²⁾	P	P	-	P	-	P	P	P	-	P
Funeral & Internment Services	-	-	-	-	-	CUP	-	-	-	CUP
Lodging Services	P	-	-	P	-	P	P	-	-	P
Long Term Care Facility	CUP	-	-	-	-	-	CUP	-	-	CUP
Maintenance & Repair	P	-	-	P	P	P	-	-	-	P
Medical Services (General)	P	-	-	P	-	P	P	-	-	P
Neighborhood Commercial	P	P	-	P	P	P	P	P	-	P
Nightclubs (9)	-	-	-	ZC/CUP	CUP	CUP		-	-	-
Offices, Professional (10)	P	P	ZC	P	P	P	P	-	ZC	P
Personal Services (11)	P	P	ZC	P	CUP	P	P	-	ZC	P
Retail Sales & Services (12)	P	P	-	P	P	P	P	-	-	P
Specialized Education & Training										
Vocational Schools	P	-	-	P	-	P	-P	-	-	P
Specialty Schools	CUP	CUP	-	P	-	P	P	-	-	CUP

ITEM 6A: **DOWNTOWN CODE AMENDMENT - REGULATIONS RELATED TO ALLOWED USES IN THE DRY CREEK MIXED USE (DT-7) DISTRICT - FILE #PL18-0093**

REQUEST

The application is a request to amend Chapter 2 – Land Use and Zoning, of the Roseville Downtown Code (DTC) related to allowed uses. The proposed Ordinance will amend the Downtown Code to allow the College and University, Vocational School and Specialty School land use types as principally permitted uses within the Dry Creek Mixed Use (DT-7) District.

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

- A. Recommend that the City Council amend Chapter 2, Subsection 2.3.2 (Detailed Land Use Matrix) of the Roseville Downtown Code to allow the College and University, Vocational School and Specialty School land use types as principally permitted uses within the DT-7 District.

BACKGROUND/EVALUATION

The Roseville Downtown Specific Plan (DTSP) was approved by City Council on April 1, 2009, with the intent of providing a vision and policies for redevelopment, revitalization and intensification of the 176 acre core of Roseville (including Historic Old Town, Vernon Street, and Royer and Saugstad Parks). With that approval, the DTSP assumed that approximately 1,020 new residential units and 4.4 million square feet of development would be added in the plan area over a 20-year period. Concurrent with approval of the DTSP, the Council adopted the Downtown Code (DTC) to provide guidelines, standards and a regulatory framework to encourage public and private investment, consistent with the vision of the DTSP.

The 176 acre Specific Plan area is divided into eleven districts. These districts serve as the regulatory zones within the Specific Plan area, and the permitted land uses and development standards vary for each district. The Specific Plan includes an overall goal for the development of these eleven districts:

LU Goal 4.6 - Reinforce the land use pattern through character districts and encourage land uses that are responsive to market opportunities.

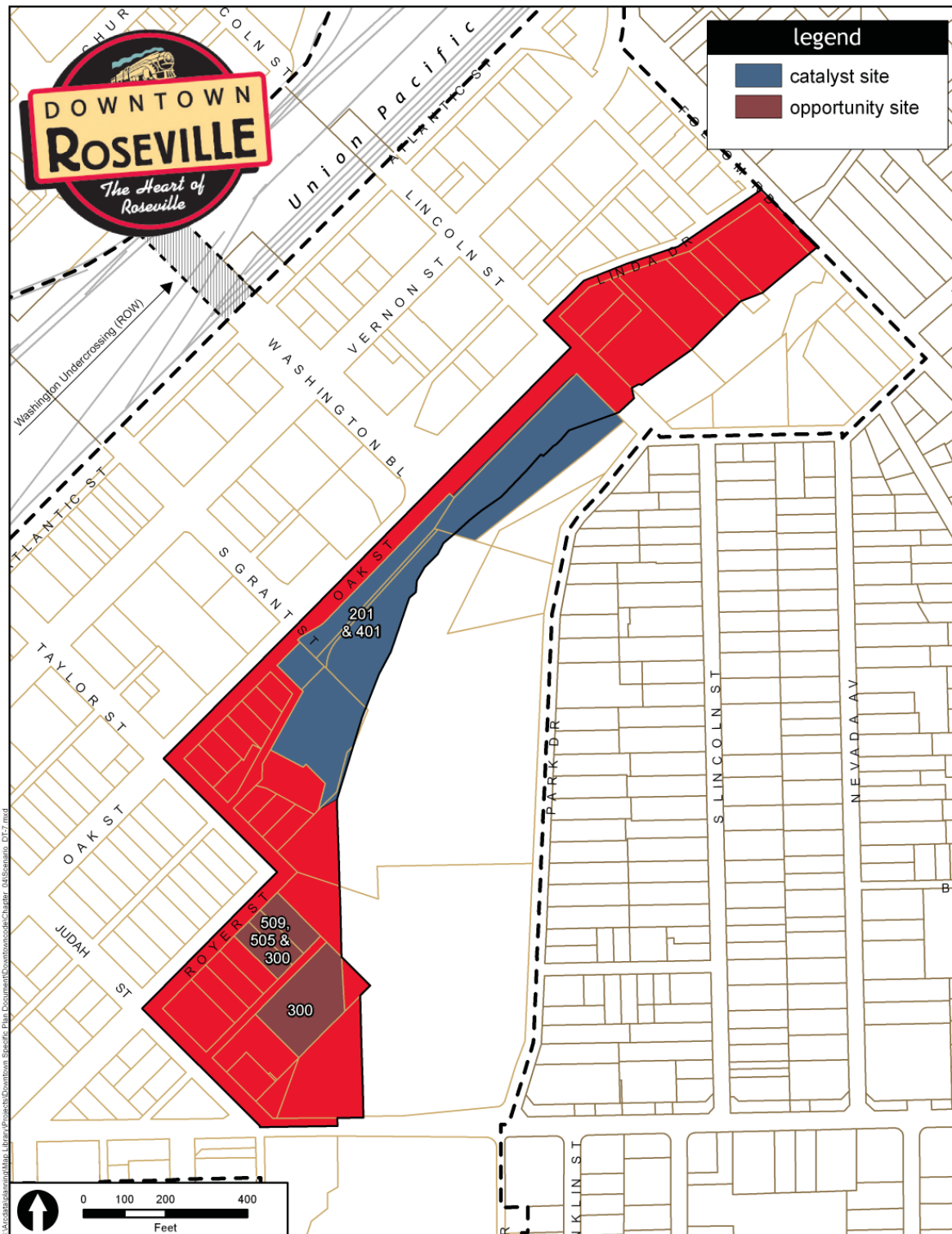
It was imperative that each district be provided with a land use pattern that emphasized the individual assets of each district. Additionally, the land use framework needed to be flexible enough to respond to market conditions.

The Dry Creek Mixed-Use (DT-7) District is located to the east of the Vernon Street corridor and directly abuts Dry Creek and Royer Park (See Figure 1). This district is unique given the location of the properties in relation to existing civic facilities and the creek. The land use plan was developed to create a relationship between uses abutting the creek and park that did not exist at the time of plan adoption and do not exist today. The Specific Plan included one implementing policy for the DT-7 District:

Policy 4.6.2a: Orient and provide land uses in the Dry Creek Mixed-Use District that take full advantage of the proximity of the creek and Royer Park.

The Dry Creek District is intended to be a mixed-use district. The flexibility of the land use will allow for multifamily housing opportunities and residential/office over retail. This district will also allow for office uses to be oriented onto the creek frontage.

Figure 1: Dry Creek Mixed Use (DT-7) District



The DT-7 District allows for a number of land uses that would implement the goals and policies of the DTSP, namely creating a mixed use district that takes advantage of the creek frontage. The DT-7 District includes a large catalyst site and two opportunity sites (see Figure 1 above) that are owned by the City and positioned to be developed with uses that will implement the vision of the DT-7 District. The soon to be vacated Fire Station 1 building, located at 401 Oak Street has been looked at for a potential university use. With the success of Sierra College offering courses at the 316 Vernon Street building, the potential for more complementary educational uses in the downtown would help to continue the redevelopment of the entire DTSP area.

During the evaluation of the 401 Oak street site, it was discovered that the College and University land use type was not an allowed use in the DT-7 District. At that time, staff began processing an ordinance amendment to amend the Downtown Code to allow this use in the DT-7 District. During this process, staff evaluated all of the allowed uses in the DT-7 District and determined that two additional uses would be appropriate to implement the vision of the DT-7 District; Vocational Schools and Specialty Schools. There are properties within the DT-7 District that could adequately accommodate these uses and would be complimentary to the various residential, commercial and office uses in the District. Before any of these uses could be located in the DT-7 District, they would be evaluated through the appropriate process in the Downtown Code to ensure their compliance with all of the DT-7 District standards and guidelines.

Staff is proposing the DT-7 District be amended to allow College and University, Vocational School and Specialty School land use types as principally permitted uses within the DT-7 District. A red-lined copy of the proposed Ordinance is provided in Exhibit A.

CONCLUSION

The proposed amendment to the DT-7 District to allow College and University, Vocational School and Specialty School land use types as principally permitted uses will further the vision of the DTSP. These uses will be complimentary to the currently allowed uses and promote the implementation of the DT-7 District policies.

ENVIRONMENTAL DETERMINATION

This action is not a project subject to the California Environmental Quality Act (CEQA) because it involves only general policy and procedure making and does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines, Sections 15002(d), 15378, 15061(b)(3).).

RECOMMENDATION

The Planning Division recommends that the Planning Commission:

- A. Recommend that the City Council adopt the Ordinance to Amend Chapter 2, Subsection 2.3.2 (Detailed Land Use Matrix) of the Roseville Downtown Code to allow the College and University, Vocational School and Specialty School land use types as principally permitted uses within the DT-7 District.

EXHIBIT

- A. Proposed Ordinance Amending Chapter 2, Section 2.3.2 (Detailed Land Use Matrix) of the Roseville Downtown Code.



COUNCIL COMMUNICATION

CC #: 9243
File #: 0800-06

Title: Accessory Dwelling Units Ordinance Amendments
Contact: Tricia Stewart 916-774-5258 tstewart@roseville.ca.us

Meeting Date: 5/23/2018
Item #: 10.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

- A. Introduce for first reading ordinance amendments to Title 14 (Public Utilities) and Title 19 (Zoning) as shown in Exhibit A. The Planning Commission has reviewed and recommended approval of the amendments to Title 19.
- B. Adopt the Resolution approving the revised Accessory Dwelling Units Fee Policy.

BACKGROUND

In January 2017, the State of California enacted Senate Bill (SB) 1069 and Assembly Bills (AB) 2299 and 2406. These three bills prompted changes to the Government Code regarding Accessory Dwelling Units (ADUs) (formerly referred to as Second Dwelling Units) and created an option for Junior Accessory Dwelling Units (JADUs). The new legislation (SB 1069 and AB 2299) requires local agencies to update their Zoning Ordinances to bring them into compliance with State Law. AB 2406, related to JADUs, provides local agencies the option to adopt an ordinance for JADUs, but it is not required.

The State's goal behind these changes was to address California's lack of housing supply. Per the Housing and Community Development Department (HCD) and Government Code Section 65852.150, ADUs can provide additional housing opportunities in a more streamlined and cost effective way. The State views ADUs and JADUs as an alternative to a traditional residential unit that can "... provide dwelling units for family members, students, the elderly, in-home health care providers, the disabled, and others at below market prices within existing neighborhoods."

Staff has addressed the ADU legislation through the proposed Ordinance Amendments to Roseville Municipal Code (RMC) Titles 14 and 19 (Exhibit A) as well as an update to the City's ADU Fee Policy (Exhibit B) to address how connection and development impact fees are assessed on ADUs.

Ordinance Amendments

For purposes of review of this report, an ADU is an independent residential dwelling unit that is

accessory to the primary dwelling unit (attached or detached). It contains complete independent living facilities for living, eating, sleeping, cooking, and sanitation that is separate from the primary dwelling, has independent exterior access from the primary dwelling, is located on permanent foundation and otherwise meets the requirements and use restrictions of Chapter 19.60.

Title 14 (Public Utilities) – The most significant change to Title 14 was the addition of text to Section 14.08.026 indicating that a water connection fee shall not be charged by the City for any ADU developed within an “existing structure.” Other changes to this title are limited to cross references to Chapter 19.60 of the Zoning Ordinance and to the City’s ADU Fee Policy.

Title 19 (Zoning) – Multiple chapters throughout Title 19 required updates. These changes are both substantive and non-substantive. Non-substantive changes included renumbering within sections, correcting cross references throughout the Zoning Ordinance, clarification of various definitions, and the inclusion of footnotes for clarity.

The most substantial changes were to Chapter 19.60 which regulated what was formerly known as Second Dwelling Units. Due to the number of changes required, revisions to Chapter 19.60 were handled as a “repeal and replacement”, therefore, these changes are not shown in a redline format. Other changes in Title 19, which are shown in redline format, were required to maintain consistency with Chapter 19.60. For example, since Chapter 19.60 addresses parking requirements for ADUs, Section 19.26 “Parking space requirement by use type” required the same updates.

Attachment 1 (Planning Commission Staff Report) includes a comprehensive review of the proposed Zoning Ordinance revisions. In summary, these include: no longer referring to ADUs as Second Dwelling Units; updating the definition of an ADU to indicate that these units must have independent exterior access from the primary unit, must be located on a permanent foundation, and must be allowed where a single family dwelling is already situated or is proposed to be situated; zoning districts for ADUs have been expanded; clarification that only one ADU is permitted per lot; clarification that ADUs shall not be included in a lot’s overall density calculation; parking requirements and exemptions; and the differences in development standards for ADUs considered “existing” and “new,” including maximum unit sizes. Attachment 2 includes a summary table of the proposed development standards for “existing” and “new” structures.

The recent legislation allows local agencies that adopt their own local ADU Ordinances the option to impose use restrictions for ADUs. Staff has included these use restrictions in the proposed ordinance. These include: not allowing the sale of an ADU separate from the primary dwelling, the requirement for owner occupancy within one of the units, minimum rental periods, and a requirement for a deed restriction on the property. Staff finds that inclusion of these requirements will allow for the intended characteristic of existing neighborhoods to be maintained. These use restrictions are also discussed in more detail in Attachment 1.

Regarding JADUs, referred to above, AB 2406 gives local agencies discretion on adopting ordinances that allow for JADUs. A JADU is defined as a residential dwelling unit that is less than 500 square feet, is located entirely within an existing single-family dwelling, includes an existing bedroom, provides an efficiency kitchen, and has independent exterior access from the primary unit, but may share a common bathroom with the primary dwelling. No parking is required and no connection fees shall be imposed. The proposed ordinance does not include JADUs at this time. Staff intends to research JADUs further and to return at a later date with a revised ADU Ordinance addressing JADUs.

ADU Fee Policy

Revisions to the City's Accessory Dwelling Units Fee Policy (formerly the Second Unit Fee Policy) is proposed as a result of the changed legislation. This fee policy was established in the 1990s and has been updated periodically. This policy document was established to set clear expectations regarding the application of fees (building permit fees, connection fees, and development impact fees) related specifically to ADUs. Staff has updated this policy and modified the document in response to the new requirements and to address the various situations that apply regarding types of ADU (existing, new, attached, detached, shared utilities, separate utilities, adequate capacity, and inadequate capacity). Under various circumstances, connection fees cannot be charged and development impact fees can only be applied based on the burden that they place on the City's infrastructure. City staff has coordinated with the applicable City departments to ensure that the policy, as provided in Exhibit B, has been adequately updated. Additionally, a summary of the Fee Policy is provided as Attachment 3.

Outreach/Planning Commission

This project was presented to the Building Industry Association and the Roseville Coalition of Neighborhood Associations. No concerns were raised by either organization. Additionally, this project was presented to the Planning Commission on April 12, 2018. One Planning Commissioner indicated his support for the project due to the growing need for housing and thought ADUs were a good idea as they provide diversification in unit types. The Planning Commission was unanimous in their recommendation for approval of the revisions to the Zoning Ordinance by the City Council.

FISCAL IMPACT

The changes proposed in the Ordinance Amendments and ADU Fee Policy are in response to requirements mandated by the State. These requirements limit a local agency's ability to charge connection fees and development impact fees. As discussed above, the fee policy addresses which situations and in what amounts these fees can be lawfully charged. Because it is the State's intent to lessen the costs associated with conversion/construction of ADUs, the result will be collection of fewer fees. Much like other State mandates, the reduction in the collection of fees is anticipated to be absorbed by each local jurisdiction. Based on the current legislation, which does allow for most fees to be collected in some capacity, staff does not anticipate a significant fiscal impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

The Ordinance Amendments do not have a direct impact on Economic Development in the City of Roseville. However, the indirect impact of the State's requirements to streamline the process and make the conversion/construction of ADUs more cost effective could be an incentive to property owners to provide for an ADU on their property, which in turn could increase the number of construction jobs in the City of Roseville and provide more housing options for workers.

ENVIRONMENTAL REVIEW

Consistent with California Environmental Quality Act (CEQA) Guidelines Section 15282(h) and pursuant to Public Resources Code Section 21080.17, adoption of ordinances regarding accessory dwelling units are considered exempt. In addition, 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 adoption of the Accessory Dwelling Units Fee Policy does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tricia Stewart, Senior Planner

Mike Isom, Acting Development Services Director

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

Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Att 1 - Planning Commission Staff Report

Att 2 ADU Development Standards Summary

Att 3 ADU Fee Policy Summary

Ex A Ordinance Amendments

Ex B ADU Fee Policy

Resolution No. 18-185

ITEM VI-C: ZONING ORDINANCE AMENDMENT RELATED TO ACCESSORY DWELLING UNITS – CITYWIDE – FILE# PL18-0095

REQUEST

The application is a request to amend the Roseville Municipal Code (RMC) in response to changes in State Law related to Accessory Dwelling Units (ADUs) (formerly referred to as Second Dwelling Units). The amendment will include a repeal and replacement of Chapter 19.60 of the Zoning Ordinance. Other various sections of the RMC will be adjusted to maintain consistency with the changes proposed in Zoning Ordinance Chapter 19.60. These proposed changes will bring the City's Zoning Ordinance into compliance with State Law.

Applicant– City of Roseville
Property Owner - Citywide

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

- A. Recommend that the City Council adopt the Ordinance amending Title 19 – Zoning, as shown in Exhibit A.

SUMMARY RECOMMENDATION

There are no outstanding issues associated with this request.

BACKGROUND

In January 2017, the State of California enacted Senate Bill (SB) 1069 and Assembly Bills (AB) 2299 and 2406. These three bills prompted changes to the Government Code regarding Accessory Dwelling Units (ADUs) (formerly referred to as Second Dwelling Units) and created an option for Junior Accessory Dwelling Units (JADUs). In October 2017, SB 229 and AB 494 were signed into law to further clarify the new legislation. The new legislation (SB 1069 and AB 2299) requires local agencies to update their Zoning Ordinances to bring them into compliance with State Law. AB 2406, related to JADUs, provides local agencies the option to adopt an ordinance for JADUs, but is not required.

Per the State's Housing and Community Development Department (HCD) and Government Code Section 65852.150, the new requirements for ADUs serve to address California's lack of housing by providing additional housing options in a more streamlined and cost effective way. The State views ADUs and JADUs as an alternative to a traditional residential unit that can "...provide dwelling units for family members, students, the elderly, in-home health care providers, the disabled, and others at below market prices within existing neighborhoods."

At this time, staff requests that the Planning Commission recommend approval of the Zoning Ordinance Amendment to bring the Zoning Ordinance into compliance with State Law. This includes a repeal and replacement of Chapter 19.60 in its entirety as well as minor changes to Chapters 19.08, 19.10, 19.12, 19.26, 19.46, 19.72, and 19.95 to maintain consistency with Chapter 19.60. This effort to update the Zoning Ordinance has also prompted other changes which will be considered by the City Council. These include updates to Roseville Municipal Code (RMC) Chapters 14.08, 14.12, and 14.16 related to utilities as well as a revision to the City's ADU Fee Policy which addresses how and when fees for ADUs (connection

and development impact) are charged. All these proposed changes are necessary for consistency with State Law.

EVALUATION

The new legislation prompted multiple changes to the City's Zoning Ordinance and ADU Fee Policy. The purpose of the legislative changes was to make ADUs easier to create by allowing for reduced development standards and reduced fees. The most substantial changes were to Chapter 19.60 of the Zoning Ordinance. Other changes to the RMC, various Zoning Ordinance Chapters and the Fee Policy were needed to create consistency among the documents. The following outlines the main changes to Chapter 19.60 which has the most substantial changes. Changes to the Fee Policy are described later in the report.

Name: Previously referred to as Second Dwelling Units, the new legislation requires these units to be referred to as Accessory Dwelling Units.

Definition: The definition for an ADU has been revised for clarification and to address new requirements of the Government Code. The definition is substantially the same as the previous definition. The revised definition clarifies that an ADU shall be located on a permanent foundation and have a separate entrance from the primary unit. The State has also included the language "or proposed to be situated" to address situations where primary units and ADUs are constructed simultaneously. New text is shown as underlined text.

"An accessory dwelling unit shall be as defined by Government Code Section 65852.2, as it now exists or may hereafter be amended, and means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. The unit shall be located on a permanent foundation, have an independent exterior access, and shall include permanent provisions or infrastructure to support permanent provisions (such as stubbing gas, water or sewer lines) for living, sleeping, eating, cooking, and sanitation on the same parcel as where a single-family dwelling is situated or proposed to be situated. Accessory dwelling units can also include efficiency units, as defined in Section 17958.1 of the Health and Safety Code, manufactured homes, as defined in Section 18007 of the Health and Safety Code, second dwelling units, granny flats, in-law quarters, carriage units, and tiny houses as long as such units otherwise meet this definition.

Zoning: ADUs that meet the definition above can be located on any property that is zoned to permit a single-family dwelling and that has an existing or proposed single-family dwelling. The previous Ordinance only allowed ADUs on R1, RS, and RMU zoned lots. Now an ADU can be located on any property that has a single family dwelling and that meets the required development standards and use restrictions. This change expands the number of properties that could potentially allow for an ADU. Staff does not have concerns with this change as an ADU would only be permitted on a lot that already has a single family dwelling meaning that the zoning is appropriate for a single family home.

Number: Where ADUs are allowed, only one is permitted per lot.

Density: For purposes of calculating density, ADUs are not to be considered residential dwellings. While technically the ADU is an additional dwelling, the State does not want ADUs to be limited by maximum density requirements. Staff does not anticipate any concerns with this change as only one ADU is allowed per eligible lot and not all residential property owners will be interested in developing ADUs.

ADU Type: The changes to the Government Code introduced the concept of two types of ADUs, "existing" (conversion of an existing structure or living space) and "new" (new construction).

Existing: Any existing structure that is located on a property that has a single family home can be converted to an ADU. In this case, development standards that a local agency can apply are extremely limited. The Government Code indicates that setbacks only need to be sufficient for fire safety and no parking requirements can be imposed. In the case that an existing garage is converted to an ADU, the displaced parking spaces for the primary unit must be provided elsewhere on the property. While there is no maximum unit size for conversion of existing structures because the structure already exists, if existing living space within the primary dwelling unit is converted to an ADU, the size shall not exceed 50 percent of the primary dwelling up to 800 square feet.

New: When property owners choose to construct a new ADU that is not a conversion of an existing structure, the State gives local agencies that adopt ADU Ordinances more discretion on development standards. Under the scenario of new construction, staff was able to maintain some of the standards in the previous Second Dwelling Unit Ordinance. This includes a maximum lot size of 5,000 square feet, maximum lot coverage and setback requirements that are consistent with the zone district in which the lot is located, and requiring that the new unit maintain an appearance consistent with the primary unit.

Two areas that have changed include parking and a maximum unit size. Per the State, no parking is required for an ADU with a studio configuration and one parking space can be required for one or more bedrooms. Various parking exemptions exist, with the one most applicable to Roseville being, no parking for any unit within one-half mile of a bus stop. As it relates to unit size, the State allows local agencies with an ADU Ordinance to set a maximum size. Previously, the City's Ordinance allowed a maximum of 30 percent of the primary dwelling's square footage for an attached unit and up to 1200 square feet for a detached unit. Staff proposes a maximum unit size of 800 square feet. This is consistent with the maximum sizes that other jurisdictions in California are establishing and staff found it prudent to lower the maximum unit size given the limitations set by the state on parking and fees that can be collected that support utility infrastructure for the conversion of existing structures. If a property owner wanted a larger ADU, they would not necessarily be precluded from a larger ADU, rather they could apply for an Administrative Permit and staff would evaluate these requests on a case by case basis.

A summary of the development standards that would apply to existing and new construction is provided as Attachment 1.

Like development standards for new construction, the State gives local agencies discretion in requiring use restrictions for ADUs. Staff is supportive of the following use restrictions allowed by the State and has included these requirements in the proposed Ordinance. Staff finds that inclusion of these requirements will allow for the intended characteristic of existing neighborhoods to be maintained.

- **Sales Prohibited** - ADUs cannot be sold independently from the primary unit on the lot.
- **Owner Occupancy** - Applications for ADUs shall be submitted by the property owner and the property owner shall occupy, as principal residence, either the primary unit or ADU.
- **Rentals** - ADUs may be rented as long as the rental term exceeds thirty (30) calendar days or complies with the City's short-term rental policy. Long term rental of both the primary dwelling unit and the ADU at the same time is prohibited.
- **Deed Restriction** - A deed restriction shall be recorded with the Placer County Recorder's Office, which shall include the applicable restrictions and limitations of an ADU identified in Chapter 19.60. The deed restriction shall be submitted to the City prior

to issuance of the building permit and shall be recorded by the City following final building inspection.

Revisions to the City's Accessory Dwelling Unit Fee Policy (formerly the Second Unit Fee Policy) is proposed as a result of the changed legislation. This fee policy was established in the 1990s and has been updated periodically. This Policy document was established to set clear expectations regarding the application of fees (building permit fees, connection fees, and development impact fees) related specifically to ADUs. Staff has updated this policy and modified the document in response to the new requirements and to address the various situations that apply regarding types of ADU (existing, new, attached, detached, shared utilities, and separate utilities) as under various circumstances, connection fees cannot be charged and development impact fees can only be applied based on the burden that they place on the City's infrastructure. The proposed policy, as provided in Attachment 2, addresses these situations.

Lastly, there is another unit type that the Government Code gives local agencies discretion on including in their Ordinances which is a JADU. A JADU is defined as a residential dwelling unit that is less than 500 square feet, is located entirely within an existing single-family dwelling, includes an existing bedroom, provides an efficiency kitchen, and has independent exterior access from the primary unit, but may share a common bathroom with the primary dwelling. No parking is required and no connection fees shall be imposed.

The proposed Ordinance does not include JADUs at this time. Since JADUs are optional, staff's goal was to bring the ADU Ordinance forward first to bring it into compliance with State law. Staff would like to return at a later date with a revised ADU Ordinance addressing JADUs. All ADUs, including JADUs, do bring a benefit to residents and the City. This includes providing alternative housing opportunities including potential housing for extended family, in-home care takers, students, or the option for rental income. Any ADU unit, standard ADU or JADU, can receive credit towards the City's Regional Housing Needs Assessment (RHNA) allocation if the unit is intended to be occupied by a renter or family member. While connection fees cannot be imposed, these units as defined above, are not anticipated to have an impact on the City's utility infrastructure as they are not an expansion of the existing unit. Furthermore, a property can only have either a JADU or an ADU, but not both. Upon further research, staff intends to return later this year with a revised Ordinance to include JADUs. There is currently legislation proposed that would require local agencies to allow JADUs by right therefore by January 1, 2019, JADUs may be allowed by right.

PUBLIC OUTREACH

Staff presented the proposed project to the Building Industry Association (BIA) at their meeting of February 21, 2018 and to the Roseville Coalition of Neighborhood Associations (RCNA) at their meeting of March 15, 2018. As these changes are required for consistency with State Law, the project was taken before these groups as an information item and to address any questions or concerns. Neither group expressed concern over the proposed changes. At the time of these meetings, staff had not anticipated providing for an ordinance to allow JADUs. If City Council agrees with staff's recommendation to revise the Ordinance to allow JADUs, staff would reach out to these groups again before returning to Planning Commission and City Council with a subsequent Ordinance.

Zoning Ordinance Amendments are not site specific, therefore, public hearing notices were not mailed to individual property owners. Consistent with noticing requirements for a citywide project, a public hearing notice was published in the Press Tribune and copies were made available at the City's libraries for public review.

ENVIRONMENTAL DETERMINATION

Consistent with California Environmental Quality Act (CEQA) Guidelines Section 15282(h) and pursuant to Public Resources Code Section 21080.17, adoption of ordinances regarding accessory dwelling units are considered exempt.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

- A. Recommend that the City Council adopt the Ordinance amending Title 19 – Zoning, as shown in Exhibit A.

Attachments

1. Accessory Dwelling Units Development Standards Summary – Refer to Council Communication Attachment 2 for summary
2. Accessory Dwelling Units Fee Policy – Refer to Council Communication Exhibit B for policy

Exhibits

- A. Proposed Ordinance Amending Title 19 - Zoning (*with the exception of Chapter 19.60 which is a repeal and replacement, all other changes are shown in redline format*) – Refer to Council Communication Exhibit A

Accessory Dwelling Unit Development Standards Summary

Development Standards for ADUs within <u>existing structures, spaces, or living areas</u>		Development Standards for ADUs proposed as <u>new construction</u>	
A. Setbacks	No defined requirement, but setbacks must be sufficient for fire safety per building and fire.	A. Minimum Lot Area	Five thousand (5,000) square feet.
B. Floor Area	Within an existing "living area" shall not exceed 50% of existing living area not to exceed 800 square feet. Within a detached structure or existing non-living area attached to dwelling: shall not exceed the floor area of the existing space.	B. Maximum Lot Coverage	Maximum lot coverage for the combined buildings on lot shall not exceed what is allowed by the zoning district in which it will be located.
C. Minimum Unit Size	No smaller than an efficiency unit per H&S Code Section 17958.1.	C. Setbacks	The ADU shall maintain the required setbacks of the zoning district in which it will be located. A setback of five (5) feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above an existing garage.
D. Minimum Facilities	The structure shall provide an independent living unit, per ADU definition, and must include a separate exterior entrance from the primary.	D. Floor Area	Attached ADU: The total floor space shall not exceed 50% of the proposed or existing primary dwelling, not to exceed 800 square feet. Detached ADU: Shall not exceed 800 square feet.
E. Appearance	If includes exterior improvements, shall be compatible in terms of height, form, and materials and be subordinate to primary.	E. Minimum Unit Size	No smaller than an efficiency unit per H&S Code Section 17958.1.
F. Parking	No requirement for ADU itself. If ADU displaces required parking for primary unit (i.e. garage conversion) the required parking spaces shall be replaced. Replacement spaces may be located in any configuration on the same lot as the ADU (including front yard or street side setback)	F. Minimum Facilities	The structure shall provide an independent living unit, per ADU definition, and must include a separate exterior entrance from the primary.
G. Passageways	Not required.	G. Appearance	The ADU shall be compatible in terms of height, form, and materials and be subordinate to primary.

Accessory Dwelling Unit Development Standards Summary

H. Building & Fire Codes	ADUs shall comply with building and fire codes unless modified by this Chapter.	H. Parking	Parking for the ADU is in addition to required parking for the primary unit. Parking for the ADU is as follows and can be provided in the front yard setback and in tandem in accordance with required development standards for size: • Studio – No parking required • 1+ bedrooms – At least one space There are exceptions – refer to section 19.060.070(H)(3) for circumstances. If the ADU displaces required parking for the primary unit (i.e. garage demolition) the required parking spaces shall be replaced. Replacement spaces may be located in any configuration on the same lot as the ADU (including front yard or street side setback).
I. Fire Sprinklers	Fire sprinklers are not required in the ADU if they were not required of the primary dwelling.	I. Passageways	Not required
J. Utilities (Water, Sewer, Electric)	Shared connections: Shared connections are allowed and new or separate utility connection between ADU and public utility infrastructure cannot be required. If adequate utility infrastructure does not exist for both units, the property owner is responsible for all costs related to upsizing the system. Separate connections: At the property owner's request and discretion, new or separate utility connections between the ADU and public utility infrastructure can be installed.	J. Building & Fire Codes	ADUs shall comply with building and fire codes unless modified by this Chapter.
K. Height	If includes exterior improvements, the ADU shall not exceed maximum height limits of the zoning district that it is located in.	K. Fire Sprinklers	Fire sprinklers are not required in the ADU if they were not required of the primary dwelling.

Accessory Dwelling Unit Development Standards Summary

L Fees	All fees and charges, including but not limited to, mitigation fees, development impact fees, and connection fees and capacity charges for water, sewer, and electric services, will be charged in accordance with the Accessory Dwelling Units Fee Policy adopted by the City Council on _____ 2018 by Resolution No. 18-____.	L Utilities (Water, Sewer, Electric)	Shared utilities are allowed if adequate capacity exists or if systems are upsized. If upsized the property owner is responsible for all costs related to upsizing the system. Separate connections are permitted at the property owner's request.
		M. Height	The ADU shall not exceed maximum height limits of the zoning district that it is located in.
		N. Fees	All fees and charges, including but not limited to, mitigation fees, development impact fees, and connection fees and capacity charges for water, sewer, and electric services, will be charged in accordance with the Accessory Dwelling Units Fee Policy adopted by the City Council on _____ 2018 by Resolution No. 18-____.
An Administrative Permit would be required if applicant proposes to deviate from these standards.			

ADU Fee Policy Summary

The revised legislation included limitations on when and to the extent Connection Fees and Development Impact Fees can be applied to ADUs. Staff has maintained the structure of the fee policy which of the original Fee Policy Document. In order to incorporate the changes of the new legislation, the categories have been expanded to include the four utility connection options that are summarized here:

Utility Connection Fees	
“New Structures” with Shared Connections	<i>If adequate capacities exist, shared connections are allowed. If adequate capacity does not exist, the property owner can choose to upsize or provide separate connections. If shared:</i> • Water Connections Fees apply based on size or number of water meters installed to serve the property and are based on the HDR rate. • Sewer Connection Fees apply for both local and regional fees based on one living unit. • Electric Backbone Fees do not apply. Costs associated with upsizing apply.
“New Structures” with Separate Connections	<i>If separate connections are proposed:</i> • Water Connection Fees apply at the HDR rate. • Sewer Connection Fees apply for both local and regional fees based on one living unit. • Electric Backbone Fees apply at the multifamily rate.
“Existing Structures/Spaces/Living Areas” with Shared Connections	<i>For existing structures, separate connections cannot be required. If adequate capacity does not exist, the property owner can choose to upsize the system or can opt for separate connections.</i> Water/Sewer/Electric • <i>If shared and adequate capacity:</i> No Water Connection Fee, No Local Sewer Fee, No Electric Backbone Fee • <i>If shared and inadequate capacity:</i> Costs associated with upsizing apply, but no water, local sewer or electric connection fees apply.

“Existing Structures/Spaces/Living Areas” with Separate Connections	<i>The City cannot require separate connections for “existing.” If the property owner opts for separate connections due to inadequate capacity, water, local sewer and electric connection fees will not apply, but costs associated with upsizing will. If a property owner opts for separate connections when adequate capacity does exist all connection fees will apply.</i>
Development Impact Fees	
Development Impact Fees apply under both “Existing” and “New” scenarios, but the fees will be proportionate to the burden that the ADU places on the infrastructure. Therefore: Development Impact Fees do not apply to “Attached” ADUs for: Traffic Mitigation Fees, Citywide Park Fees, and Public Facility Fees. They <u>do</u> apply for detached ADUs, but are charged at the lower multifamily rate. With the exception of regional fees, sewer fees, and refuse fees, all development impact fees that are charged are charged at a lower rate (i.e., HDR, multifamily rates).	

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.08.026 AND 14.08.105 OF CHAPTER 14.08, AMENDING SECTION 14.12.020 OF CHAPTER 14.12, AMENDING SECTION 14.16.010 OF CHAPTER 14.16 OF TITLE 14, AMENDING SECTIONS 19.08.030 AND 19.08.080 OF CHAPTER 19.08, AMENDING SECTIONS 19.10.020 AND 19.10.030 OF CHAPTER 19.10, AMENDING SECTION 19.12.020 OF CHAPTER 19.12, AMENDING SECTIONS 19.26.030 AND 19.26.040 OF CHAPTER 19.26, AMENDING SECTION 19.46.010 OF CHAPTER 19.46, REPEALING AND REPLACING CHAPTER 19.60, AMENDING SECTION 19.72.020 OF CHAPTER 19.72, AND AMENDING SECTION 19.95.030 OF CHAPTER 19.95 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.08.026 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.026 Standard connection fee.

A. The standard connection fee for various types of service and applicable DUEs are based upon water service sizes required by the Uniform Plumbing Code and DUEs as shown in Section 14.08.029 for nonresidential connections and upon large lot use density categories for

residential connections as defined herein. The standard connection fee shall be calculated as follows:

For all dwellings, as defined in Roseville Municipal Code Section 19.08.080(FE), the connection fee shall be based upon the large lot land use density as defined within the Land Use Element of the city's general plan, the water service size as required by the Uniform Plumbing Code, and the equivalent DUEs as shown in Section 14.08.029. The minimum connection fee shall be based on a three-quarter-inch service size and the equivalent dwelling unit shall be one DUE if zoned low density residential; 60 percent of the cost of one DUE for each dwelling unit if zoned medium density residential; and, 40 percent of the costs of one DUE for each dwelling unit if zoned high density residential. Fees shall not be based on the size of the master meter to a multifamily dwelling. Multifamily dwellings shall also pay an irrigation connection fee as defined in Roseville Municipal Code Section 19.08.027.

B. For all dwellings, as defined in Roseville Municipal Code Section 19.08.080(FE), that require automatic fire protection systems pursuant to Roseville Municipal Code Section 16.16.120, the increased service size will not be assessed an additional fee associated with the fire protection system requirement. Connection fees shall be based on a three-quarter inch service size and the equivalent dwelling units required by subsection A without consideration for any fire protection system required by Roseville Municipal Code Section 16.16.120.

C. No additional water connection fee shall be charged for facilities located within a multifamily dwelling complex that are appurtenant to the general function of the multifamily dwelling complex. Such facilities include, but shall not be limited to, community centers, recreational centers, rental offices, maintenance offices and fire systems.

D. Pursuant to the fee policy identified in Roseville Municipal Code Section 19.60.100, no water connection fee shall be charged for accessory dwelling units developed within existing structures.

SECTION 2. Section 14.08.105 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.105 Installation of water meters.

A. New Construction. Except as otherwise provided in Chapter 19.60 of the Roseville Municipal Code, Aa water meter shall be required for all residential dwelling units for which a building permit was issued after January 1, 1992.

B. Installation and Location.

1. All water meters and metering equipment will be supplied and installed by the city upon the service premises at a location approved by the environmental utilities director.

2. The following charges for water meter installation shall be made:

a. A \$75.00 labor charge for installation shall be paid by the applicant for service prior to installation. The labor charge shall be increased by the finance director as labor costs increase, as reflected in the adoption of the city's salary ordinances.

b. A meter supply charge shall be paid by the applicant for service prior to installation. The meter supply charge shall be equal to the per meter amount of the most recent water meter bid awarded by the city.

c. In addition to the direct meter supply charge, additional charges may apply for meter appurtenances as required by the environmental utilities director. This includes, but is not limited to, features required to make meter ready for remote reading.

d. A \$75.00 water quantity charge per unit for water use during construction of residential units shall be paid by the applicant prior to meter installation. The water quantity charge shall be increased by the environmental utilities director to reflect increases in water supply rates.

3. All water meters shall be safely accessible to authorized employees of the city at all times for inspection, testing and reading.

4. The city may require a customer to relocate a metering installation, at customer's expense, if any existing water meter location becomes inaccessible or for other operational needs.

5. Property owners of condominium and apartment complexes are liable for costs to install meters on their property upon receipt of bill for such services.

C. Rights of Access.

1. The city shall have the right of access to the customer's premises, at all reasonable hours for any purpose related to the furnishing of water service including, but not limited to, meter reading, testing, inspection, construction, maintenance and repair of meter.

2. Service may be refused or disconnected if permanent safe accessibility is not provided by the customer.

3. Upon termination of service, the city shall have the right of access to the service premises to remove the water meter.

D. Customer Responsibilities. It shall be the duty of each customer upon whose premises the city has installed a water meter to ensure that such meters are not damaged, destroyed or interfered with and, in the case of any defect in any such meter, to notify the city. The customer is also responsible for keeping the meter box clear and accessible for reading and maintenance by keeping landscape and other improvements from covering or encroaching over the meter box.

E. Metered Water Rate. New services installed after January 1, 2002 will be placed on a metered water rate.

SECTION 3. Section 14.12.020 of Chapter 14.12 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.12.020 Use of public sewers required.

A. It is unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the city, any human or animal excrement, garbage or other objectionable waste.

B. Except as hereinafter provided, it is unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

C. It is unlawful for any person to construct or use a graywater system or discharge graywater on public or private property within the city.

D. [Except as otherwise provided in Chapter 19.60 of the Roseville Municipal Code.](#)
The owner of any house, building or property used for human occupancy, employment, recreation, or other purposes, situated within the city, adjacent to which there is located a public sanitary sewer, is required, at the owner's expense, to install suitable toilet facilities therein and to connect such facilities directly with the public sewer in accordance with the provisions of this chapter.

SECTION 4. Section 14.16.010 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.010 Sewer connection fee established.

Except as otherwise provided by this chapter [or the fee policy identified in Roseville Municipal Code Section 19.60.100](#), for each connection to the city-owned public sewer connection fees shall be paid as provided in this article.

SECTION 5. Section 19.08.030 of Chapter 19.08 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.08.030 Listing of use classifications.

All primary uses are classified into the following use types. The following primary use types are more fully described in Sections 19.08.060 through 19.08.110, inclusive.

A. Agricultural and Open Space Use Types

Agricultural

Animal Keeping

Resource Protection and Restoration

Resource Related Recreation

B. Civic Use Types

Community Assembly

Community Services

Essential Services

Hospital Services

General Hospital Services

Psychiatric Hospital Services

Intensive Public Facilities

Libraries and Museums, Private

Power Generating Facilities

Public Parking Services

Schools

College and University

Elementary and Secondary

Private Elementary and Secondary

Social Services

Emergency Shelter

Food Distribution

Food Service

C. Residential Use Types

[Accessory Dwelling Units](#)

Caretaker/Employee Housing

Community Care Facility, Small

Community Care Facility, Large

Dwelling

Multi-Family

Single-Family

Two-Family

Efficiency Units

Family Day Care Homes, Small

Family Day Care Homes, Large

Live/Work

Mobile Home Park

Rooming and Boarding Houses

~~Second Dwelling Unit~~

Single Room Occupant

Supportive Housing

Transitional Housing

D. Commercial Use Types

Adult Oriented Business

Animal Sales and Service

Grooming and Pet Stores

Kennels

Veterinary Clinic

Veterinary Hospital

Automotive and Equipment

Automotive Body and Equipment Repair

Automotive Rentals

Automotive Repairs

Automotive Sales

Car Wash and Detailing

Commercial Parking

Gasoline Sales

Heavy Equipment Rental and Sales

Banks and Financial Services

Bars and Drinking Places

Broadcasting and Recording Studios

Building Material Stores

Business Support Services

Commercial Recreation

Amusement Center

Indoor Entertainment

Indoor Sports and Recreation

Large Amusement Complexes

Outdoor Entertainment

Outdoor Sports and Recreation

Residential Recreation Facilities

Community Care Facility

Day Care Centers

Eating and Drinking Establishments

Convenience

Fast Food with Drive-Through

Full Service

Food and Beverage Retail Sales

Funeral and Interment Services

Lodging Services

Long Term Care Facility

Maintenance and Repair

Medical Services, General

Neighborhood Commercial

Nightclubs

Nursery, Retail

Offices, Professional

Personal Services

Retail Sales and Services

Single Room Occupant

Specialized Education and Training

Specialty Schools

Vocational Schools

Storage, Personal Storage Facility

E. Industrial Use Types

Day Care Center, Secondary (employees only)

Equipment and Materials Storage Yards

General Industrial

Hazardous Materials Handling

Impound Yards

Laundries, Commercial

Light Manufacturing

Printing and Publishing

Recycling, Scrap and Dismantling

Enclosed

Unenclosed

Research Services

Specialized Industrial

Wholesale and Distribution

Heavy

Light

F. Transportation and Communication Use Types

Antennas and Communications Facilities

Developed Lot

Undeveloped Lot

Heliport

Intermodal Facilities

SECTION 6. Section 19.08.080 of Chapter 19.08 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.08.080 Residential use types.

Residential use types include the occupancy of living accommodations on a wholly or primarily non-transient basis and includes uses which are typically associated with and provide support to residential areas, but exclude institutional living arrangements providing 24-hour skilled nursing or medical care and those providing forced residence, such as asylums and prisons. Transitional housing and supportive housing are considered residential uses. Specific residential use types referred to in this title are:

A. Accessory Dwelling Unit. An accessory dwelling unit shall be as defined by Government Code Section 65852.2, as it now exists or may hereafter be amended, and means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. The unit shall be located on a permanent foundation, have an independent exterior access, and shall include permanent provisions or infrastructure to support permanent provisions (such as stubbing gas, water or sewer lines) for living, sleeping, eating, cooking, and sanitation on the same parcel as where a single-family dwelling is situated or proposed to be situated. Accessory dwelling units can also include efficiency units, as defined in Section 17958.1 of the Health and Safety Code, manufactured homes, as defined in Section

[18007 of the Health and Safety Code, second dwelling units, granny flats, in-law quarters, carriage units, and tiny houses as long as such units otherwise meet this definition. \(Also see Chapter 19.60.\)](#)

AB. **Caretaker/employee housing**, includes permanent or temporary housing that is secondary or accessory to the primary use of the property. Such housing is used for caretakers employed on the site of a non-residential use where a caretaker is needed for security or to provide 24-hour care or monitoring of facilities, equipment, or other conditions on the site.

BC. **Community Care Facility, Small.** A dwelling where non-medical care is provided to six or fewer persons on a 24-hour basis. Small community care facilities shall be licensed by the State Department of Social Services.

CD. **Community Care Facility, Large.** A dwelling where non-medical care is provided to no less than seven and no more than 12 persons on a 24-hour basis and which is operated and occupied by the owners. Large community care facilities shall be licensed by the State Department of Social Services, shall permit no more than two persons per bedroom and shall be designed so as to be compatible with the residential character of the neighborhood.

DE. **Efficiency units**, includes a room or group of internally connected rooms that have independent sleeping, cooking, eating and sanitation facilities, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis.

EF. **Dwelling**, includes a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis. Types of dwellings include single-family dwellings, duplexes, [accessory](#)

[dwelling units](#), multi-family dwellings, mobile homes, condominiums, and townhouses, all of which are separately defined.

1. Multi-family, includes a building designed and intended for occupancy by three or more families living independently of each other, each in a separate dwelling unit, which may be owned individually or by a single landlord. Includes apartments, ~~townhomes~~[condominiums](#), rowhouses, triplexes and fourplexes.

2. Single-family, includes [an attached or](#) detached building designed exclusively for occupancy by one family. [Includes houses, half-plexes and townhomes.](#)

3. Two-family, includes a duplex, or other buildings designed for occupancy by two families living independently of each other, where both dwellings are located on a single lot.

[FG.](#) Family day care homes, small, includes a private single-family dwelling where care, protection and supervision of seven or fewer minor children is provided for periods of less than 24 hours or as otherwise provided by state law.

[GH.](#) Family day care homes, large, includes a private single-family dwelling where care, protection and supervision of eight and up to, and including, 14 children is provided for periods of less than 24 hours or as otherwise provided by state law. (Also see Chapter 19.46.)

[HI.](#) Live/work, includes units that are occupied by business operators who live in the same structure that contains commercial activity. The units functions primarily as a workspace with incidental residential accommodations.

[IJ.](#) Mobile home park, includes any site that is planned and improved to accommodate two or more mobile homes used for residential purposes, or on which two or more mobile home lots are rented, leased, or held out for rent or lease, or were formerly held out for

rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate mobile homes used for residential purposes. (Also see Chapter 19.48.)

JK. Rooming and boarding houses, includes the renting of individual bedrooms within a dwelling by a property owner or other manager in residence to three or more people, whether or not meals are provided; or a single-family dwelling occupied by six or more unrelated people, living together as a single housekeeping unit; by prearrangement for definite periods, with compensation.

~~**K. Second Dwelling Unit.** A dwelling unit, attached or detached, with permanent provisions for independent living, sleeping, eating, cooking and sanitation within the unit and includes a separate entrance from the primary unit. (Also see Chapter 19.60.)~~

L. Single Room Occupant. Lodging establishments providing a room(s) which does not include a kitchen or bathroom. These establishments include a communal bathroom and may have a communal kitchen and/or living area. This is not a temporary or transitional housing type and is typically found on the second story above a retail use.

M. Supportive Housing. Housing with no limit on length of stay, that is occupied by the target population as defined in Health and Safety Code Section 53260(d), and that is linked to on- or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live, and when possible, work in the community. (California Health and Safety Section 50675.14(b).)

1. Target Population. Adults with low-income having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Developmental Disabilities

Services Act and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people. (California Health and Safety Section 53260(d).)

N. Transitional Housing and Transitional Housing Development. Buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. (California Health and Safety Section 50675.2(h).)

SECTION 7. Section 19.10.020 of Chapter 19.10 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.10.020 Permitted use types.

Primary uses are permitted in residential zones subject to the requirements of this title as designated below:

- A.** Principally permitted use, designated as “P”;
- B.** Conditionally permitted use, designated as “CUP”; and
- C.** Administratively permitted use, designated as “A.”

Primary use types not listed or designated by a dash (-) are not permitted in that zone district.

	R1	RS	R2	R3	RMU
AGRICULTURE AND OPEN SPACE USE TYPE					

	R1	RS	R2	R3	RMU
Animal Keeping	P	P	P	P	P
Resource Protection and Restoration	P	P	P	P	P
Resource Related Recreation	P	P	P	P	P
CIVIC USE TYPES					
Community Assembly	CUP	CUP	CUP	P	P
Community Services	CUP	CUP	CUP	CUP	P
Essential Services	P	P	P	P	P
Schools, Elementary and Secondary	P	P	P	P	P
Schools, Private Elementary and Secondary	CUP	CUP	CUP	CUP	P
Power Generating Facilities ⁽³⁾					
Emergency	P	P	P	P	P
Passive Power	P	P	P	P	P
RESIDENTIAL USE TYPES					
<u>Accessory Dwelling Units ⁽¹⁾</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Community Care Facilities, Small	P	P	P	P	P
Community Care Facilities, Large	CUP	CUP	CUP	P	P
Dwelling ⁽⁵⁾					

	R1	RS	R2	R3	RMU
Multi-Family	-	-	-	P	P
Single-Family	P	P	P	P	P
Two-Family	-	-	P	P	P
Family Day Care Homes, Small	P	P	P	P	P
Family Day Care Homes, Large ⁽²⁾	A	A	A	A	P
Mobile Home Park	CUP	CUP	CUP	CUP	P
Rooming and Boarding House	-	-	-	P	P
Second Dwelling Unit ⁽⁴⁾	P	P	-	-	P
COMMERCIAL USE TYPES					
Commercial Recreation, Residential Recreation Facilities	CUP	CUP	CUP	CUP	P
Community Care Facility	-	-	-	P	P
Day Care Center	CUP	CUP	CUP	CUP	P
Long Term Care Facility	-	-	-	CUP	P
Neighborhood Commercial	-	-	-	CUP	P
TRANSPORTATION AND COMMUNICATION USE TYPES					
Telecommunication Facilities ⁽⁴⁾	AP/CUP	AP/CUP	AP/CUP	AP/CUP	AP/CUP

Notes:

- (1) [Accessory dwelling units are only permitted within areas zoned to allow single-family or multifamily use and must be located on a lot that contains an existing or proposed single-family dwelling unit as defined in Section 19.08.080\(F\)\(2\) \(Residential Use Types\).](#) See Chapter 19.60 for [additional](#) ~~second~~ [accessory](#) dwelling unit regulations.
- (2) See Chapter 19.46 for large family day care home regulations.
- (3) See Chapter 19.55 for power generating facilities requirements.
- (4) See Chapter 19.34 for antennas and communications facilities requirements.
- (5) Transitional housing and supportive housing are considered residential use types.

SECTION 8. Section 19.10.030 of Chapter 19.10 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.10.030 Residential zone general development standards.

A. Residential Development Standards. Permitted uses and associated structures shall comply with the following development standards, in addition to any other applicable requirements of this title:

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RESIDENTIAL ZONE GENERAL DEVELOPMENT STANDARDS

	Requirement by Zoning District
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	R1	RS with attached sidewalk ⁽¹⁰⁾	RS with separated sidewalk ⁽⁸⁾ , (10)	R2	R3 ⁽²⁾	RMU
Area, interior lot	6,000 sq ft	4,500 sq ft	4,275 sq ft	6,000 sq ft	6,000 sq ft	None ⁽⁷⁾
Area, corner lot	7,500 sq ft	5,500 sq ft	4,710 sq ft	7,500 sq ft	7,500 sq ft	
Width, interior	60 ft	45 ft	45 ft	60 ft	60 ft	
Width, corner	75 ft	55 ft	50 ft	75 ft	75 ft	
<u>Residential Density</u>						
Residential Density (Maximum number of primary dwelling units per lot)	1 dwelling 1-second-unit	1 dwelling 1-second-unit	1 dwelling 1-second-unit	2 dwellings ⁽¹⁾	As provided by General Plan	As provided by General Plan

	Requirement by Zoning District					
	R1	RS with attached sidewalk ⁽¹⁰⁾	RS with separated sidewalk ⁽⁸⁾ , (10)	R2	R3⁽²⁾	RMU
<u>Maximum number of accessory dwelling units per lot⁽¹¹⁾</u>	<u>1 dwelling</u>	<u>1 dwelling</u>	<u>1 dwelling</u>	<u>1 dwelling</u>	<u>1 dwelling</u>	<u>1 dwelling</u>
Setbacks (minimum) See Chapter 19.22 for setbacks for accessory structures.						
Front ⁽⁹⁾	20 ft for interior lots; 15 ft for corner lots; 20 ft minimum driveway depth	15 ft to living space or side wall of garage; 12.5 ft to porch; 18 ft minimum	10 ft to first floor living space or side wall of garage; 7.5 ft to porch, but in no case may	20 ft for interior lots; 15 ft for corner lots; 20 ft minimum driveways	20 ft minimum on all street frontages	None ⁽⁷⁾

	Requirement by Zoning District					
	R1	RS with attached sidewalk ⁽¹⁰⁾	RS with separated sidewalk ⁽⁸⁾ , (10)	R2	R3⁽²⁾	RMU
		driveway depth ⁽⁶⁾	encroach into a PUE; 15 ft to second floor living space; 18 ft minimum driveway depth ⁽⁶⁾	depth		
Sides ⁽⁹⁾	5 ft interior; 15 ft street side on corner	5 ft interior; 12.5 ft street side on first floor; 15 ft street	5 ft interior; 10 ft street side on first floor; 13 ft street side on second	5 ft interior; 15 ft street side on corner	5 ft interior; 20 ft minimum on all street	None ⁽⁷⁾

	Requirement by Zoning District					
	R1	RS with attached sidewalk ⁽¹⁰⁾	RS with separated sidewalk ⁽⁸⁾ , (10)	R2	R3⁽²⁾	RMU
		side on second floor	floor		frontages	
Rear	20% of lot depth; need not exceed 20 ft; 10 ft minimum ⁽³⁾	10 ft minimum with minimum useable open space of 700 sq ft or 500 sq ft where a usable front porch is provided ⁽⁴⁾	10 ft minimum with minimum useable open space of 500 sq ft ⁽⁴⁾	20% of lot depth; need not exceed 20 ft; 10 ft minimum	20 ft; 20 ft minimum on all street frontages	None ⁽⁷⁾

	Requirement by Zoning District					
	R1	RS with attached sidewalk ⁽¹⁰⁾	RS with separated sidewalk ⁽⁸⁾ , (10)	R2	R3⁽²⁾	RMU
Site Coverage	35% for 2 story; 45% for 1 story	None ⁽⁴⁾	None ⁽⁴⁾	40%	50%	None ⁽⁷⁾
Height Limits	35 ft	35 ft	35 ft	35 ft	45 ft ⁽⁵⁾	None ⁽⁷⁾
Additions greater than 700 square feet in area⁽¹²⁾	May only be permitted upon approval of an Administrative Permit					

Notes:

- (1) Attached or detached. Detached dwelling units must maintain a minimum 10-foot building separation.
- (2) The general development standards for the R3 district may be modified through approval of a Design Review Permit.

- (3) On corner lots, the minimum rear setback may be determined by using an average of three measurements taken at the ends of the structure and a point midway between the ends of the structure. The measurements shall be made perpendicular to the rear lot line.
- (4) The rear and side yards may be utilized to meet the minimum usable open space provided the minimum dimension, measured perpendicular to the applicable rear or side yard is 10 feet. Maximum coverage is a function of lot size, required setbacks and usable open space. A minimum usable open space of 500 square feet may be applied where a front porch is provided with minimum dimensions of six feet by 10 feet exclusive of entry way.
- (5) Except for units immediately adjacent to the R1 and RS zone districts, where the height limit shall be 35 feet.
- (6) Minimum driveway depth of 18 feet requires a roll-up garage door.
- (7) As provided in development standard overlay or special area overlay district.
- (8) Sidewalk separated from back of curb by five-foot planter strip.
- (9) Front setback (and side setback where adjacent to street) measured from back of walk. Fence side yard setback is five feet from back of walk where facing a street. In the absence of sidewalk, setbacks measured from the edge of right-of-way.
- (10) Variations to the standards and other housing product types may be permitted subject to processing of a Design Review Permit for Residential Subdivision (DRRS) concurrent with the approval of a tentative subdivision map and review of product type.
- (11) One accessory dwelling unit is permitted within areas zoned to allow single-family or multifamily use provided the lot contains an existing or proposed single-family dwelling unit as defined in Section 19.08.080(F)(2) (Residential Use Types) and the accessory dwelling unit complies with the standards identified in Chapter 19.60 (Accessory Dwelling Units). For purposes of density, accessory dwelling units shall be deemed to be an accessory use or an accessory building or structure and shall not be considered to exceed the allowable density for the lot upon which it is located.
- (12) Excludes accessory dwelling units complying with the standards identified in Chapter 19.60 (Accessory Dwelling Units).

B. Clear Vision Triangle, Residential. The following standards shall apply to the installation of structures on corner parcels:

1. On a corner parcel, no fence, wall, sign or other structure, mounds of earth, or other visual obstruction over 36 inches in height above the top of the existing or planned curb elevation shall be erected or placed within a residential clear vision triangle (see Chapter 19.95 Definitions).

2. The foregoing provision shall not apply to public utility poles; trees trimmed (to the trunk) to a line at least eight feet above the elevation of the intersection; saplings or plant species of open growth habits and not planted in the form of a hedge, which are so planted and trimmed as to leave, at all seasons, a clear and unobstructed cross view; supporting members of appurtenances to permanent structures existing on the date that the ordinance codified in this section becomes effective; and official warning signs or signals.

C. Exceptions to Height Limits. Notwithstanding the requirements of subsection A, the following structures are permitted to exceed the maximum height limits, as follows:

Architectural features, mechanical equipment. Chimneys, vents, and other architectural or mechanical appurtenances on buildings may be a maximum of 15 percent higher than the height limit of the applicable zone.

D. Exceptions to Setbacks. Notwithstanding the requirements of subsection A, the following structures are permitted to encroach into the required development setbacks, as follows:

1. Architectural features, such as but not limited to: cornices, eaves, canopies

fireplaces and similar features, but not any flat wall or addition creating living space, may encroach up to two feet into any required setback.

2. Covered, unenclosed projections attached to the primary structure may encroach up to six feet into any front yard setback.

E. **Manufactured Homes.** Manufactured homes are permitted in residential zones provided they meet the following architectural standards:

1. The manufactured home shall be covered with exterior material customarily used on conventional dwellings within the subdivision. The exterior covering material shall extend to the ground as close to grade as allowed by the manufacturer's recommendation;

2. The manufactured home shall have a minimum of 16-inch roof overhangs and roofing material on the manufactured home shall be compatible with other dwellings existing in the area and shall consist of materials customarily used on conventional dwellings. The roof shall have a minimum 2 1/2 in 12 pitch.

F. Landscaping Requirements in Setback Areas.

1. **Single-Family and Two-Family Dwellings—Front-Yard and Street Side-Yard Setbacks.**

a. **Setback Area Paving Restrictions.** A maximum of 50 percent of the required front-yard setback may be paved for off-street parking, driveways, walkways, or uncovered patio use. A maximum of 50 percent of the required street side-yard setback may be paved for off-street parking, driveways, walkways, or uncovered patio use; however, this maximum limitation does not apply to that portion of the street side-yard located behind a fence that is in

compliance with the street side fence requirements set forth in Chapter 19.22 of this code. These requirements may be modified with approval of a Design Review Permit for Residential Subdivision (DRRS), as provided for in Article V of this title.

b. **Landscape and Maintenance Requirements.** The unpaved portion of a front-yard setback and street side-yard setback shall be landscaped, irrigated, and maintained. The landscape shall include grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation. Synthetic grass or artificial turf may be used if it is permeable and has a minimum pile height of 1.25 inches. Design elements like planters, rocks, mulch, or similar elements are permitted when integrated as part of the landscape. All landscaping materials shall be mowed, trimmed, and maintained as often as necessary to prevent overgrowth and blight. No junk, debris, or other similar materials shall be stored in the landscaped setback area.

c. **Height Restrictions for Landscaping Located in the Clear Vision Triangle.** All landscaping located within the clear vision triangle for driveways and corner lots, as defined in Section 19.95.030 of this code, shall not exceed two feet in height, except that trees exceeding two feet in height are allowed if the tree is maintained free of branches eight feet above the curb grade.

d. **Vehicle Parking Requirements.** Vehicles, including without limitation, automobiles, boats, campers, trailers, and other recreational vehicles, must be parked on a paved surface, as provided for in Section 11.20.110 of this code. Vehicles shall not be parked within the landscaped setback area.

2. Multi-Family Dwellings (Three or More Units)—Front-Yard and Street Side-Yard Setbacks. All minimum front-yard and street side-yard setbacks shall be landscaped, irrigated and maintained with primarily low ground cover or turf. The landscape shall include grass, annuals, perennials, groundcover, shrubs, trees, or other living vegetation. Synthetic grass or artificial turf may be used if it is permeable and has a minimum pile height of 1.25 inches. Design elements like planters, rocks, mulch, or similar elements are permitted when integrated as part of the landscape. All landscaping materials shall be mowed, trimmed, and maintained as often as necessary to prevent overgrowth and blight. No junk, debris, or other similar materials shall be stored in the landscaped setback area. Driveways and uncovered walkways are permitted to cross over the required front-yard and street side-yard setback. The required front-yard and street side-yard setbacks may not be paved for parking or patio areas.

SECTION 9. Section 19.12.020 of Chapter 19.12 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.12.020 Permitted use types.

Primary uses are permitted in commercial zones subject to the requirements of this title as designated below:

- A.** Principally permitted use, designated as “P”;
- B.** Conditionally permitted use, designated as “CUP”; and
- C.** Administratively permitted use, designated as “A.”

Refer to the Downtown Code for permitted uses within the CBD and HD zones.

COMMERCIAL ZONE DISTRICTS PERMITTED USES

	BP	NC	CC	GC	HC	RC	CMU
AGRICULTURAL AND OPEN SPACE USE TYPES							
Resource Protection and Restoration	CUP	CUP	CUP	CUP	CUP	CUP	P
Resource Related Recreation	P	P	P	P	P	CUP	P
CIVIC USE TYPES							
Community Assembly	CUP	P	P	P	-	-	P
Community Services	P	CUP	P	P	P	P	P
Essential Services	P	P	P	P	P	P	P
Hospital Services							
General Hospital Services	-	-	CUP	CUP	-	-	P
Psychiatric Hospital Services	-	-	CUP	CUP	-	-	P
Libraries and Museums, Private	-	CUP	P	P	P	P	-
Public Parking Services	P	P	P	P	P	P	P
Schools							
College and University	A	-	P	P	-	P	P
Elementary and Secondary	P	P	P	P	P	P	P
Private Elementary and Secondary	-	CUP	CUP	CUP	-	-	P
Social Services							
Emergency Shelter ⁽⁵⁾	-	-	-	CUP	CUP	-	CUP
Food Distribution ⁽³⁾	-	-	-	A/CUP	A/CUP	-	A/CUP
Food Service ⁽⁴⁾	-	-	-	A/CUP	A/CUP	-	A/CUP
Power Generating Facilities ⁽⁹⁾							
Emergency	A	A	A	A	A	A	A
Supplemental/Individual Use	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Passive Power	P	P	P	P	P	P	P
RESIDENTIAL USE TYPES							

	BP	NC	CC	GC	HC	RC	CMU
Accessory Dwelling Units ⁽¹¹⁾	-	CUP	CUP	CUP	CUP	-	P
Caretaker/Employee Housing	-	CUP	CUP	CUP	CUP	CUP	P
Dwelling ⁽¹⁰⁾							
Multi-Family ⁽¹⁾	-	CUP	CUP	-	-	-	P
Single-Family ⁽¹⁾	-	CUP	CUP	CUP	CUP	-	P
Two-Family	-	CUP	CUP	CUP	CUP	-	P
Family Day Care Home, Small	P	P	P	P	-	P	P
Family Day Care Home, Large	CUP	CUP	CUP	CUP	-	CUP	P
Single Room Occupant ⁽¹⁾	-	-	-	-	-	-	CUP
COMMERCIAL USE TYPES							
Adult Oriented Businesses ⁽²⁾	-	-	-	P	-	P	P
Animal Sales and Service							
Grooming and Pet Stores	-	P	P	P	-	P	P
Kennels	-	-	-	-	-	-	P
Veterinary Clinic	-	CUP	P	P	-	-	P
Veterinary Hospital	-	-	CUP	CUP	-	-	P
Automotive and Equipment							
Automotive Body and Equipment Repair	-	-	-	CUP	-	CUP	CUP
Automotive Rentals	-	-	-	P	P	P	P
Automotive Repairs	-	-	CUP	P	P	P	P
Automotive Sales	-	-	CUP	P	-	P	P
Car Wash and Detailing	-	-	CUP	P	-	P	P
Commercial Parking	P	-	-	P	P	-	P
Gasoline Sales	CUP	P	P	P	P	P	P
Heavy Equipment Rental and Sales	-	-	-	P	-	P	P

	BP	NC	CC	GC	HC	RC	CMU
Banks and Financial Services	P	P	P	P	-	P	P
Bars and Drinking Places	-	-	P	P	-	P	P
Broadcasting and Recording Studios	P	-	-	P	-	-	P
Building Material Stores	-	-	CUP	P	-	P	P
Business Support Services	P	-	P	P	-	-	P
Commercial Recreation							
Amusement Center	-	CUP	P	P	-	P	P
Indoor Entertainment	-	-	P	P	-	P	P
Indoor Sports and Recreation	-	-	P	P	-	P	P
Large Amusement Complexes	-	-	-	CUP	CUP	P	P
Outdoor Entertainment	-	-	-	CUP	-	CUP	P
Outdoor Sports and Recreation	-	-	-	P	CUP	P	P
Community Care Facility	P	P	P	P	-	-	P
Day Care Center	P	P	P	P	-	P	P
Eating and Drinking Establishments							
Fast Food with Drive-Through	-	-	P	P	P	P	P
Convenience	P	P	P	P	P	P	P
Full Service	P	P	P	P	P	P	P
Food and Beverage Retail Sales	-	-	P	P	-	-	P
Funeral and Interment Services	-	-	P	P	-	-	P
Lodging Services	-	-	P	P	P	P	P
Long Term Care Facility	CUP	CUP	P	P	-	-	P
Maintenance and Repair	-	P	P	P	-	-	P
Medical Services, General	P	P	P	P	P	P	P
Neighborhood Commercial	P	P	-	-	-	-	P

	BP	NC	CC	GC	HC	RC	CMU
Nightclubs ⁽⁶⁾	-	-	CUP	CUP	-	CUP	CUP
Nursery, Retail	-	-	-	P	-	P	P
Offices, Professional	P	P	P	P	-	P	P
Personal Services	P	P	P	P	P	P	P
Retail Sales and Services	-	-	P	P	P	P	P
Specialized Education and Training							
Vocational Schools	-	-	P	P	-	-	P
Specialty Schools	-	CUP	P	P	-	P	P
Storage, Personal Storage Facility	-	-	CUP	P	-	-	P
INDUSTRIAL USE TYPES							
Laundries, Commercial	-	-	CUP	CUP	-	-	P
Printing and Publishing	-	-	-	CUP	-	-	P
Research Services	-	-	-	P	-	-	P
Wholesaling and Distribution, Light	-	-	-	P	-	-	P
TRANSPORTATION AND COMMUNICATION USE TYPES							
Heliport	CUP	CUP	CUP	CUP	CUP	CUP	P
Intermodal Facilities ⁽⁸⁾	CUP	CUP	CUP	CUP	CUP	CUP	P
Telecommunication Facilities ⁽⁷⁾	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP

Notes:

- (1) Dwellings or single room occupants are principally permitted on the second floor of buildings in the historic district and the central business district. In all other instances, dwellings in the historic district and the central business district require a Conditional Use Permit.
- (2) Additional requirements are contained in Chapter 19.32.
- (3) Additional requirements are contained in Chapter 19.40.
- (4) Additional requirements are contained in Chapter 19.39.
- (5) Additional requirements are contained in Chapter 19.38.
- (6) Additional requirements are contained in Chapter 19.49.
- (7) Additional requirements are contained in Chapter 19.34.
- (8) Additional requirements are contained in Chapter 19.36.
- (9) Additional requirements are contained in Chapter 19.55.
- (10) Transitional housing and supportive housing are considered residential use types.

(11) Accessory dwelling units are only permitted within areas zoned to allow single-family or multifamily use and must be located on a lot that contains an existing or proposed single-family dwelling unit as defined in Section 19.08.080(F)(2) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling unit regulations.

SECTION 10. Section 19.26.030 of Chapter 19.26 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.26.030 Parking space requirements by use type.

The number of off-street parking spaces required for the land uses identified by Article II (Zoning Districts and Permitted Uses) shall be as provided by this section, except where parking requirements are established by Article IV (Special Area and Specific Use Requirements) for a particular use.

A. Number of Spaces Required. The number of off-street parking spaces required for new uses shall be based upon the use type, listed below.

1. Terms Used in Tables. The following terms are used throughout the tables and are defined below:

“Square feet” means the total gross building/tenant space area;

“Use area” means the total of gross building/tenant space area plus the gross area of any outdoor/storage/activity.

2. Civic use types shall provide off-street parking spaces as follows:

CIVIC USE TYPES	NUMBER OF PARKING SPACES REQUIRED
-----------------	-----------------------------------

CIVIC USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Community Assembly	
Places of Worship	1 per 3 fixed seats or 1:50 sq. ft. for non-fixed seats in the assembly area, plus 1 per classroom
Club, Lodges, Meeting Halls	1 per 3 fixed seats or 1:50 sq. ft. for non-fixed seats in the assembly area
Public Community Facilities	As determined as part of the design review approval
Community Services	As determined as part of the design review approval
Essential Services	None
Hospital Services	
General Hospital Services	1 per doctor, plus 1 per 3 employees for the largest shift, plus 1 per 3 beds
Psychiatric Hospital Services	1 per doctor, plus 1 per 3 employees for the largest shift, plus 1 per 3 beds
Intensive Public Facilities	As determined as part of the design review approval

CIVIC USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Libraries and Museums, Private	1 per 400 sq. ft.
Public Parking Services	As determined as part of the design review approval
Schools	
College and Universities	As determined as part of the design review approval
Elementary, Middle and Junior High	2 per classroom, plus 60 lineal feet of loading area for every 100 students
High Schools	1 per classroom, plus 1 per every 4 students, plus 60 lineal feet of loading area for every 200 students
Social Services	
Emergency Shelter	1 per staff member, plus 1 per every 10 shelter residents
Food Distribution	1 per employee, plus 1 per every 500 sq. ft. of floor area
Food Service Facility	1 per employee, plus 1 per every 4 seats within facility

3. Residential use types shall provide off-street parking spaces as follows:

RESIDENTIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
<u>Accessory Dwelling Units</u>	
<u>Studios</u>	<u>None</u>
<u>1+ Bedrooms</u>	<u>1 per dwelling. For exceptions, see Chapter 19.60 (Accessory Dwelling Units).</u>
Caretaker/Employee Housing	2 per dwelling
Community Care Facility, Small	2 per dwelling
Community Care Facility, Large	2 per dwelling plus 0.5 per sleeping room (a maximum of 2 spaces may be located within the front setback)
Dwelling	
Multi-Family	
Studio	1.5 per unit, plus guest parking (see below)
1 Bedroom	1.5 per unit, plus guest parking (see below)

RESIDENTIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
2+ Bedrooms	2 per unit, plus guest parking (see below)
Senior Citizen Apartments	1 per unit, plus guest parking (see below)
Guest Parking	Projects with 10 or more dwelling units shall provide 1 additional space for each 10 dwelling units or portion thereof
Single-Family and Two-Family	2 per dwelling
Family Day Care Home, Small	2 per dwelling plus 1 space for loading
Family Day Care Home, Large	2 per dwelling plus 1 space per employee not residing in the home, plus loading areas as required by Section 19.46.020(B)
Mobile Home Park	2 per dwelling unit plus 1 guest space for each 10 dwelling units or portion thereof
Rooming and Boarding Houses	2 per dwelling plus 0.5 per sleeping room (a maximum of 2 spaces may be located within the front setback)

RESIDENTIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Second Units	
1 Bedroom	1 per dwelling
2+ Bedrooms	2 per dwelling

4. Commercial use types shall provide off-street parking spaces as follows, but no fewer than four spaces for each separate commercial use or tenant:

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Adult Business Establishments	1 per 300 sq. ft.
Animal Sales and Service	
Grooming and Pet Stores	1 per 300 sq. ft.
Kennels	Minimum 10 spaces
Veterinary Clinic	1 per 150 sq. ft.

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Veterinary Hospital	1 per 150 sq. ft.
Automotive and Equipment	
Automotive Rentals	1 per 300 sq. ft. of office plus 1 per 1,000 sq. ft. of fleet or vehicle storage area
Automotive Repairs	1 per 400 sq. ft. plus 1 per bay plus 1 for every company vehicle
Automotive Sales	1 per 1,000 sq. ft. of indoor and outdoor display area
Car Wash and Detailing	
Full Service	10 spaces or 3 times internal washing capacity, whichever is greater; additional parking required for drying or vacuum areas and 100 lineal feet for stacking
Self-Service	4 spaces; additional parking required for drying or vacuum areas and 20 lineal feet in front of each bay for stacking
Automatic Car Wash Service	1 space per drying and vacuum areas plus 100 linear feet in front of car wash for stacking

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Commercial Parking	As determined as part of the design review approval
Equipment Rental and Sales	1 per 300 sq. ft. of office plus 1 per 1,000 sq. ft. of outdoor display area
Gasoline Sales	
With Neighborhood Commercial Sales	1 per 300 sq. ft. of commercial sales area with a 5 space minimum
Without Neighborhood Commercial Sales	5 spaces
With Repair	1 per 300 sq. ft. of commercial sales area with a 5 space minimum plus 2 spaces per service bay
Impound Yards	1 per 250 sq. ft. of office plus 1 for every company vehicle
Storage of Operable Vehicles	1 per 250 sq. ft. of office plus 1 for every company vehicle
Banks and Financial Institutions	1 per 250 sq. ft. plus 1 additional space per ATM machine which may be a reserved space at the discretion of the property owner or

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
	landlord
Bars and Drinking Places	1 per 50 sq. ft.
Broadcasting and Recording Studios	As determined as part of the design review approval
Building Material Stores	1 per 300 sq. ft. of building area plus 1 per 1,000 sq. ft. of outdoor display/storage area
Business Support Services	1 per 300 sq. ft.
Commercial Recreation	
Amusement Center	1 per 200 sq. ft.
Indoor Entertainment	
Theater	1 per 3.5 fixed seats or 1 per 50 sq. ft. for non-fixed seating or as determined as part of the design review approval
Indoor Sports and Recreation	
Billiard and Pool Hall	2 per table plus additional spaces as required for other uses in the

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
	facility (e.g., restaurant)
Bowling Center	5 per lane plus additional spaces as required for other uses in the facility (e.g. restaurant)
Handball, Tennis, Racquet Ball Facilities	2 per court plus additional spaces as required for other uses in the facility (e.g., restaurant)
Health Clubs and Athletic Clubs	1 per 150 sq. ft. of weight room, pool and spa area plus 1 per 50 sq. ft. of aerobics or martial arts area plus 1 per tanning or massage room plus additional spaces as required for other uses in the facility, excluding area for locker and dressing rooms
Indoor Sport Arenas (such as soccer, volleyball)	50 per field or sports court plus 1 per 3 fixed seats for spectator area plus additional spaces as required for other uses at the facility (e.g., retail)
Skating/Ice Rinks	1 per 175 sq. ft.
Outdoor Entertainment	As determined as part of the design review approval
Outdoor Sports and Recreation	

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Amusement Parks	As determined as part of the design review approval
Driving Range	1.5 per tee plus additional spaces as required for other uses at the facility (e.g., golf course)
Golf Course	6 per hole plus additional spaces as required for other uses at the facility (e.g., driving range, restaurant, pro shop)
Handball, Tennis, Racquet Ball Facilities	2 per court plus additional spaces as required for other uses at the facility (e.g., restaurant)
Miniature Golf Course	2 per hole plus additional spaces as required for other uses at the facility (e.g., restaurant)
Swimming Pools	1 per 100 sq. ft. of pool area
Residential Recreation Facilities	As specified for the sum of all of the uses within the facility by utilizing the parking requirement for each use as outlined throughout this chapter
Large Amusement Complexes	As determined as part of the design review approval

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Community Care Facilities	0.75 per unit
Day Care Centers	1 per employee plus 1 per company vehicle plus a loading space for every 8 persons at the facility. The number of persons permitted at the facility is determined as a part of the licensing by the state or county
Eating and Drinking Establishments	
Fast Food with Drive Through	1 per 50 sq. ft.
Convenience	1 per 100 sq. ft.
Full Service	1 per 100 sq. ft.
Enclosed Outdoor Seating See Chapter 19.52	1 per 100 sq. ft.
Food and Beverage Retail Sales	1 per 300 sq. ft.

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Funeral and Interment Services	1 per 3 fixed seats or 1 per 50 sq. ft. of assembly area
Lodging Services	1 per room plus additional spaces as required for other uses in the facility
Long Term Care Facilities	1 per 3 employees for largest shift, plus 1 per 3 beds
Maintenance and Repair of Appliances	1 per 300 sq. ft.
Medical Services, General	1 per 150 sq. ft.
Neighborhood Commercial	1 per 300 sq. ft.
Nightclubs	1 space per 2 occupants based on maximum occupancy load of the building as calculated by the California Building Code plus bus space as determined as part of the Conditional Use Permit
Nursery, Retail	1 per 300 sq. ft. plus 1 per 1,000 sq. ft. of outdoor display/storage area
Offices, Professional	1 per 250 sq. ft. of net leasable square footage as determined with

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
	approval of the initial building shell. Where a more intensive office use, as determined by the Planning Manager (i.e., call and telemarketing centers), is proposed the required parking shall be determined as part of the Design Review Permit approval, or via a zoning clearance pursuant to the provisions of Section 19.26.030(B).
Personal Services	1 per 300 sq. ft.
Retail Sales and Services	
Furniture, Large Appliance, Floor Covering	1 per 400 sq. ft.
General Retail	1 per 300 sq. ft.
Shopping Centers (minimum of 4 commercial establishments, designed or planned in a	Designed and planned at 1 per 200 sq. ft. As tenant spaces are leased, each tenant shall utilize the parking requirement for that use as outlined in this chapter

COMMERCIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
coordinated fashion, utilizing such elements as common access and parking)	
Specialized Education and Training	
Vocational Schools	1 per 50 sq. ft. of instructional area plus 1 per 250 sq. ft. of office area
Specialty Schools	
Storage, Personal Storage Facilities	4 spaces plus 2 spaces for the manager's quarters

5. Industrial use types shall provide off-street parking spaces as follows, but no fewer than four spaces for each separate industrial use or tenant:

INDUSTRIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Day Care Centers,	None, see parking requirements for applicable industrial use type

INDUSTRIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Secondary	
Equipment and Material Storage Yards	1 per 300 sq. ft. plus 1 per 10,000 sq. ft. of yard area
General Industrial	1 per 1,000 sq. ft. Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval
Hazardous Materials Handling	1 per 1,000 sq. ft. Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval
Light Manufacturing	1 per 1,000 sq. ft. Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval
Recycling, Scrap and Dismantling	
Enclosed	1 per 250 sq. ft. of office area, plus 1 per 10,000 sq. ft. of yard area

INDUSTRIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Unenclosed	
Research Services	1 per 3000 sq. ft., plus 1 per company vehicle
Specialized Industrial	As determined as part of the design review approval
Wholesale and Distribution	
Light	1 per 1,000 sq. ft.
Heavy	Where other uses exceed 10% of the gross floor area (e.g., office, warehouse, etc.) the parking requirement shall be the combined total for each use as outlined in this chapter or as otherwise determined by design review approval

6. Transportation and communication use types shall provide off-street parking spaces as follows:

TRANSPORTATION AND COMMUNICATION USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Antennas and Communications Facilities	

Developed Lot	None, see parking requirements for applicable use type
Undeveloped Lot	1 per full-time employee
Bus Depots	As required by Chapter 19.36
Heliports	As determined as part of the design review approval
Intermodal Facilities	As determined as part of the design review approval

B. Special Parking Requirements. The number of parking spaces required for uses not specifically listed in subsection A shall be determined by the Planning Manager based on common functional, product or compatibility characteristics and activities, as provided for in Section 19.08.050 (Classification of uses not specifically listed).

1. Uses Not Listed. The number of parking spaces required for uses not specifically listed in subsection A shall be determined by the Planning Manager based on common functional, product or compatibility characteristics and activities, as provided for in Section 19.08.050 (Classification of uses not specifically listed).

2. New Buildings or Development Projects Without Known Tenants. If the type of tenants that will occupy a non-residential building are not known at the time of the development entitlement or building permit approval, the amount of parking to be provided shall be:

The minimum number of parking spaces required by subsection A for any land use allowed on the site by the applicable zoning, provided that the Planning

Manager determines the proposed building as designed can reasonably accommodate such use, and provided further a zoning clearance certification is obtained to authorize the use.

3. Mixed Use Projects. Where a project contains more than one major use classification (such as a residential and a commercial use), the amount of parking to be provided shall be the total of that required for each use, except as otherwise provided by subsection C (Adjustment to number of required parking spaces).

4. Tenant Spaces with Multiple Functions. When a tenant has several functions, such as sales and office, the amount of parking to be provided for the tenant shall be calculated as specified by subsection A for the primary use, using the gross floor area of the tenant space.

5. Tenant Spaces with Accessory Storage. When a tenant has enclosed accessory storage in excess of 2,000 square feet, the required parking for that portion of the tenant space dedicated to storage shall be calculated as specified by subsection (A)(5) for warehousing which is one parking space per 1,000 square feet of warehousing. The required parking for the remainder of the tenant space shall be calculated as specified in subsection A using the primary use.

6. Changes in Use. When an existing use is enlarged, increased or intensified, or a new use having greater parking requirements than the previous use is proposed, the required number of parking spaces for the new use or existing, enlarged, increased or intensified use shall be calculated as specified by subsection A.

7. Rounding Off. When the required number of parking spaces is other than a whole number, the total number of spaces shall be rounded to the nearest whole number (0.49 and below round down, 0.50 and above round up).

8. Commercial Centers. Commercial centers and building complexes shall provide parking which is the sum of all users within the commercial center or building complex as specified in subsection A, regardless of whether or not the parking is provided on a single or multiple parcels. Where parking is provided on multiple parcels, reciprocal parking and access agreements shall be recorded to provide equal use and access to parking for all users within the commercial center or building complex.

9. Professional Office Uses. Professional office projects shall calculate parking based on the net leasable square footage of the proposed office building(s). Net square footage shall be 90 percent of the total square footage of the proposed building(s). The net square footage shall be determined at original building shell approval and subsequent tenant improvements shall not be granted any additional reduction for net square footage.

C. Adjustment to Number of Required Parking Spaces. The number of parking spaces required by subsection A may be reduced as follows:

1. Specific Plan Provisions. Provisions may be made in a specific plan to allow reductions in the number of required parking spaces based upon special provisions, such as providing golf cart or electric car parking where special provisions are made for golf carts or electric cars.

2. Parking Reductions for Shared Parking. If an applicant believes the number of parking spaces required for their building complex as specified in subsection A (which is the sum of all the users within the building complex) is not applicable because the hours of operation of different tenants/uses within the building complex will effectively allow for dual use of the parking spaces then the applicant may request an Administrative Permit. The Approving Authority shall be the Planning Manager. The applicant shall have the burden of proof for

requesting a reduction in the total number of required off-street parking spaces, and documentation shall be submitted substantiating this request. Shared parking reductions shall only be approved by the Approving Authority if:

- a. A sufficient number of spaces are provided to meet the greatest parking demand of the participating uses;
- b. Satisfactory evidence is provided describing the nature of the uses and the times when the uses operate so as to demonstrate the lack of potential conflict between them;
- c. Overflow parking will not impact any adjacent use; and
- d. Additional documents, covenants, deed restrictions, or other agreements as may be deemed necessary by the Planning Manager are executed to assure that the required parking spaces provided are maintained and uses with similar hours and parking requirements as those uses sharing the parking facilities remain for the life of the project.

3. Parking Reductions for an Individual Use. If an applicant for a proposed use believes the number of parking spaces required for their use as specified in subsection A is not applicable because their use functions differently than the generic use type and associated parking standards established in this title, then the applicant may request an Administrative Permit. The Approving Authority shall be the Planning Manager. The applicant shall have the burden of proof for requesting a reduction in the total number of required off-street parking spaces, and documentation shall be submitted substantiating the request. Such documentation may include, but is not limited to: a parking study of another facility of the same use which is

similar in size and operation, calculating the required parking spaces with field data of peak parking usage. Reduced parking shall only be approved by the Approving Authority if:

- a. Satisfactory evidence is provided describing the nature of the use, the operation and data from other facilities or similar facilities so as to demonstrate that the required parking standards are excessive and the proposed parking standards are appropriate; and
- b. Overflow parking will not impact any adjacent use.

4. Parking Reductions for Eating and Drinking Establishments. The Approving Authority for any application for a parking reduction by an eating and drinking establishment as defined in Section 19.08.030(L) shall be the Planning Commission.

D. Downtown/Old Town Parking Requirements. All principally permitted uses within the historic district (HD) and central business district (CBD) zone districts, with the exception of community assembly, colleges and universities, and new uses requiring and discretionary permit shall be permitted in the HD and CBD zone districts without the need to provide additional off-street parking.

Community assembly, college and university uses and new uses which require a discretionary permit, shall comply with the parking standards specified in subsection A, or request approval of a parking reduction or variance from the parking standards.

SECTION 11. Section 19.26.040 of Chapter 19.26 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.26.040 Design and improvement of parking.

Parking spaces and areas shall be designed in accordance with this section.

A. Parking Lot and Parking Space Design and Layout. Except where otherwise provided by Section 19.26.030(C) (Adjustments to number of required parking spaces), parking spaces shall be designed as follows:

1. Parking Space Design. Except as provided below, all parking spaces shall be standard spaces, designed to accommodate full-sized passenger vehicles.

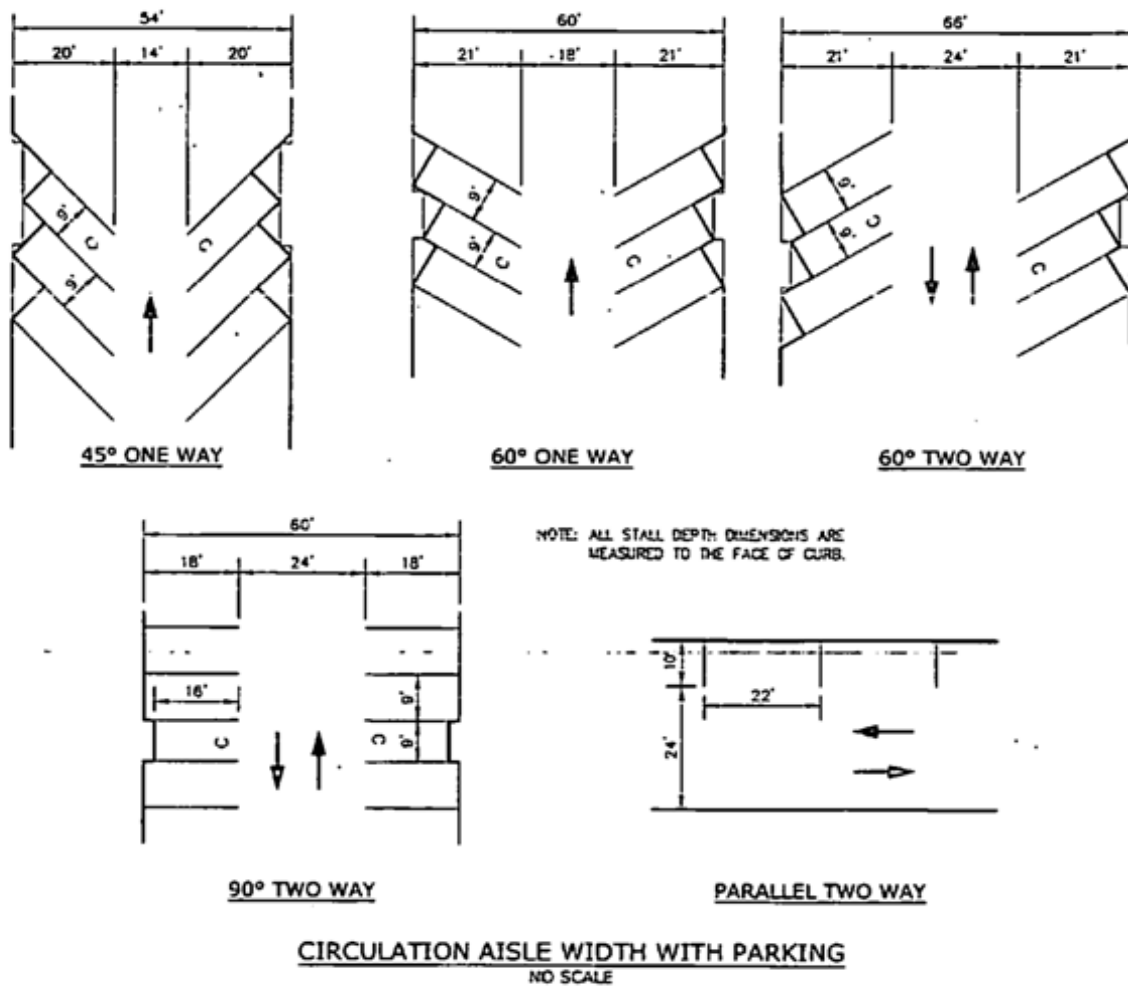
- a. **Parking Space Sizes.** Standard spaces shall be a minimum of nine feet by 18 feet; compact car spaces shall be a minimum of nine feet by 16 feet; and parallel parking spaces shall be a minimum of 10 feet wide by 22 feet long. Accessible spaces shall be a minimum of nine feet by 18 feet with a five-foot loading area; an accessible van space shall be a minimum of nine feet by 18 feet with an eight-foot loading area.
- b. **Compact Car Space Substitution.** Parking lots with a minimum of 20 parking spaces may substitute standard spaces with compact spaces for up to 30 percent of the total parking spaces required. Each compact space shall be labeled “COMPACT” or “C.”
- c. **Motorcycle Space Substitution.** Parking lots with a minimum of 40 parking spaces may substitute standard parking spaces with motorcycle spaces. One standard parking space may be replaced with a motorcycle space for each 40 required standard parking spaces. Motorcycle spaces shall be a minimum size of three by six feet.

d. **Bicycle Space Sizes.** Each bicycle space shall be a minimum of two feet by six feet to prevent encroachment into any walkway, parking space, landscape area or similar.

2. Parking Lot Design. The design and layout of parking lots shall conform to the following standards:

a. **Circulation Aisle Width with Parking.** The minimum width of a two-way drive aisle providing access to parking spaces shall be 24 feet. The minimum width of a one-way drive aisle providing access to parking spaces shall be as follows:

ANGLE	AISLE WIDTH
90°	24'
60°	18'
45°	14'
PARALLEL	12'



Other parking designs utilizing other parking angles may be approved upon securing an Administrative Permit.

b. Circulation Aisle Width Without Parking. The minimum width of a two-way drive aisle with no parking on either side of the drive aisle is 20 feet. The minimum width of a one-way drive aisle with no parking on either side of the drive aisle is 12 feet.

c. Circulation Aisle for Emergency Access. The minimum width of a drive aisle needed for an emergency response vehicle shall be 20 feet.

d. Vehicular Overhang. Vehicular overhang is permitted, provided no vehicle shall overhang into a sidewalk which would reduce the unencumbered width of a sidewalk to less than four feet. A vehicle is permitted to overhang into a landscaped area by two feet, provided that the required landscaped area is extended by two feet.

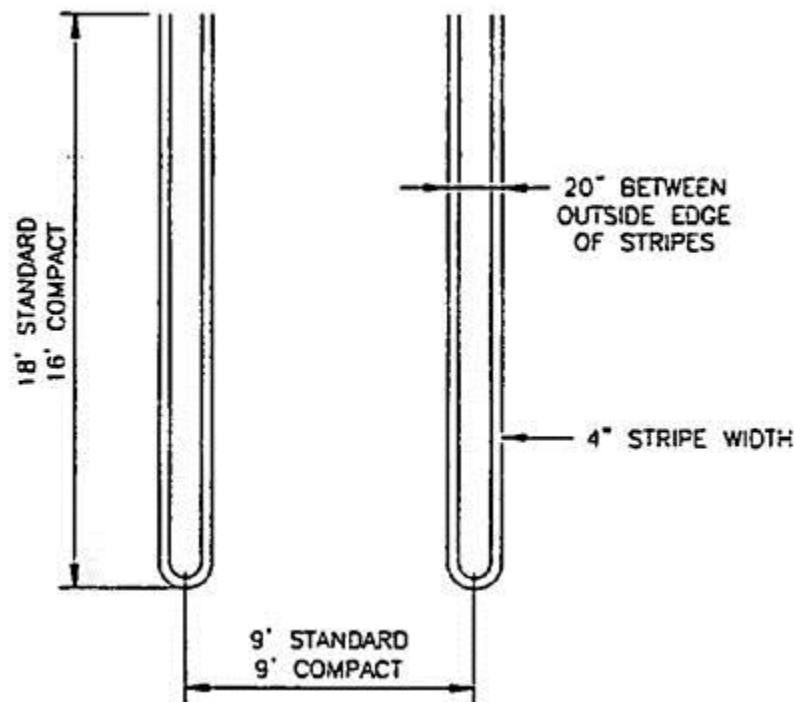
e. Perimeter Landscaping. Where a parking lot is adjacent to a public right-of-way, a landscape planter shall be established and continuously maintained between the public right-of-way and the parking lot. The minimum width of the landscape planter shall be determined by the design guidelines or the applicable specific plan landscape guidelines. In addition, all unused right-of-way between the public street and the parking lot shall be landscaped and maintained by the property owner.

f. Bicycle Racks and Lockers. When bicycle spaces are required, a bicycle rack or locker shall be installed. The bicycle rack shall be designed to allow a bicycle to be secured to the rack. The location of the bicycle rack or locker shall not encroach into the sidewalk which would reduce the unencumbered width of the sidewalk to less than four feet and shall provide adequate clearance surrounding the rack or locker such that bicycles shall not encroach into any walkway, parking space, landscape area or similar.

g. Curb Stops. A permanent curb, bumper, wheel stop or similar device at least six inches in height shall be installed adjacent to sidewalks, planters and other landscaping areas, parking lot fixtures and buildings and walls to protect these improvements from vehicular damage. The stopping edge of such protected

bumper shall be placed no closer than two feet from the above noted improvement.

h. Parking Space Design. All parking spaces shall be delineated and separated by a painted divider (double stripe) as shown on the typical stall illustration below. The stripes shall be a four-inch solid line painted either white or yellow in color. The use of graphics or text in or around the striping is prohibited. The striping shall be maintained in a clear and visible manner.



However, existing parking areas with single striping, which require additional parking spaces or modified parking spaces due to building expansion, parking lot restriping or reconfiguration may maintain the single striping upon securing an Administrative Permit.

B. Controlled Access Required. All parking spaces (including garage spaces) required for any land use other than a single-family or two-family dwelling shall be designed and located to provide for vehicle maneuvering on the site so that vehicles will enter any adjacent public right-of-way or private road in a forward direction.

C. Location of Parking on a Single-Family Lot. Parking spaces may be located as needed on a site, provided that no required parking space shall be located within a front or street side setback required by Article II (Zoning Districts and Permitted Uses) except as provided in ~~Section 19.60.040(G)~~[Chapter 19.60](#) (~~Second units~~[Accessory Dwelling Units](#)), or other use types (community care facility, congregate residence and rooming and boarding house) according to [Section 19.26.030](#). A driveway providing access to a street may be located within a front or street side setback.

D. Surfacing of Parking Areas. Required parking and circulation areas shall be surfaced with asphalt concrete or Portland cement concrete, or other approved all-weather, hard, non-eroding surface. It shall be the responsibility of the property owner to insure that the surface is maintained free from significant cracks or holes.

E. Specialized Parking and Circulation. The standards of this subsection apply to the design and construction of specialized parking and on-site circulation facilities. Additional information regarding stacking capacity for drive through facilities and other types of uses with stacking, are contained in the community design guidelines.

1. Drive-Through Facilities. The following requirements apply to any use with drive-through facilities:

- a. Separation and Marking of Lanes. Drive-through aisles shall be a minimum of 12 feet wide and shall be separated from other circulation aisles

necessary for ingress or egress, or aisles providing access to any parking space.

Each such aisle shall be striped, marked, or otherwise distinctly delineated.

F. Loading Requirements. Loading shall be provided as identified below:

1. No Maneuvering Within Public Rights-of-Way. All site designs shall be designed so as to prevent truck back-up maneuvering within the public right-of-way.

2. Design. The location, number, size and access of the loading area shall be determined pursuant to design review.

SECTION 12. Section 19.46.010 of Chapter 19.46 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.46.010 Purpose.

This chapter establishes requirements and standards for the location and operation of large family day care homes, as defined in Section 19.08.080([HG](#)).

SECTION 13. Chapter 19.60 of Title 19 of the Roseville Municipal Code is hereby repealed and replaced with revised Chapter 19.60 to read as follows:

Chapter 19.60

ACCESSORY DWELLING UNITS

19.60.010 Purpose.

This chapter provides criteria for the approval of accessory dwelling units. This chapter is adopted pursuant to the authority of Government Code Section 65852.2, as it now exists or may hereafter be amended.

19.60.020 Findings.

The City Council finds that accessory dwelling units are considered a residential use that is consistent with existing General Plan objectives and the zoning designation for the lot upon which the accessory dwelling unit is located. The City Council further finds that accessory dwelling units that comply with the requirements set forth in this chapter shall be deemed to be an accessory use or an accessory building or structure and shall not be considered to exceed the allowable density for the lot upon which the accessory dwelling unit is located.

19.60.030 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section. Words and phrases not defined in this section, shall have the meanings respectively ascribed to them in Chapter 19.95 (Definitions of Terms and Phrases).

A. “Accessory dwelling unit” shall be as defined by Government Code Section 65852.2, as it now exists or may hereafter be amended, and means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. The unit shall be located on a permanent foundation, have an independent exterior

access, and shall include permanent provisions or infrastructure to support permanent provisions (such as stubbing gas, water or sewer lines) for living, sleeping, eating, cooking, and sanitation on the same parcel as where a single-family dwelling is situated or proposed to be situated.

Accessory dwelling units can also include efficiency units, as defined in Section 17958.1 of the Health and Safety Code, manufactured homes, as defined in Section 18007 of the Health and Safety Code, second dwelling units, granny flats, in-law quarters, carriage units, and tiny houses as long as such units otherwise meet this definition.

B. “Car share vehicle” means a vehicle that can be rented for short periods of time and is available 24-hours a day, 7 days a week at unattended self-service locations.

C. “Existing structure” for the purposes of defining an allowable space that can be converted to an accessory dwelling unit means within the four (4) walls and roofline of any structure existing on or after January 1, 2017 that can be made safely habitable under local building codes at the determination of the building official regardless of any non-compliance with zoning development standards.

D. “Living area” means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

E. “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

F. “Primary dwelling unit” means a proposed or existing single-family dwelling unit located on the lot where the accessory dwelling unit is proposed to be developed.

G. “Tandem parking” means that two (2) or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

H. “Within the existing space” includes areas within an existing primary dwelling unit or within an existing attached or detached accessory structure such as a garage, a carriage house, a pool house, studio, and similar enclosed structures. The addition of square footage including, but not limited to, the addition of another floor, is not considered to be “within the existing space.” Such situations are considered new construction.

19.60.040 Permit requirements.

Prior to the issuance of a building permit for an accessory dwelling unit, approval of a zoning clearance certification in accordance with Chapter 19.72 (Zoning Clearance Certification) is required.

19.60.050 Designated areas.

A. Principally Permitted. Accessory dwelling units are principally permitted in the commercial mixed use (CMU), single-family residential (R1), small lot residential (RS), two-family residential (R2), attached housing (R3), and residential mixed use (RMU) zoning districts, provided the lot contains an existing or proposed single-family dwelling unit as defined in Section 19.08.080(F)(2) (Residential Use Types) and the accessory dwelling unit complies with the standards identified in this chapter. Only one accessory dwelling unit is permitted per lot.

B. Conditionally Permitted. Accessory dwelling units are conditionally permitted in the neighborhood commercial (NC), community commercial (CC), general commercial (GC), and highway commercial (HC) zoning districts, provided the lot contains an existing or proposed

single-family dwelling unit as defined in Section 19.08.080(F)(2) (Residential Use Types) and the accessory dwelling unit complies with the standards identified in this chapter. Only one accessory dwelling unit is permitted per lot.

19.60.060 Development standards for accessory dwelling units proposed within existing spaces or living areas.

Accessory dwelling units are permitted to be developed within existing spaces or within the living area of an existing primary dwelling unit. Accessory dwelling units developed within existing spaces or living areas shall be allowed only in compliance with the following standards:

A. Setbacks. Accessory dwelling units developed within existing spaces shall have side and rear yard setbacks sufficient for fire safety, as required by the building division and the fire department. No setback shall be required for an existing garage that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit.

B. Floor Area. The total area of floorspace of an accessory dwelling unit developed within an existing living area shall not exceed fifty percent (50%) of the existing living area, with a maximum conversion in floor area not to exceed eight hundred (800) square feet. The total area of floorspace of an accessory dwelling unit developed within the existing space of a detached accessory structure, or within the existing non-living area attached to a dwelling unit (e.g., attached garage), shall not exceed the total area of floorspace as the existing space or existing non-living area.

C. Minimum Unit Size. An accessory dwelling unit shall not be less than the minimum size for an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, as it now exists or may hereafter be amended.

D. Minimum Facilities. Accessory dwelling units developed within existing spaces or living areas shall include permanent provisions for independent living, sleeping, eating, cooking, and sanitation within the unit and must include a separate exterior entrance from the primary dwelling unit.

E. Appearance. The accessory dwelling unit shall be designed and constructed so as to be compatible with the existing primary dwelling unit and neighborhood in terms of height, form, and materials, as determined by the Planning Manager, and the accessory dwelling unit shall be subordinate to the primary dwelling unit.

F. Parking Requirements. Accessory dwelling units developed within existing spaces or living areas shall not be required to provide parking except that when a garage, carport, or covered parking structure is converted to an accessory dwelling unit, the required off-street parking spaces for the primary dwelling unit, if eliminated, shall be replaced. The replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including within the front yard or street side setback, and may be covered spaces subject to conformance with the applicable requirements set forth in Section 19.22.030(C)(2) (Permitted Accessory Structures Single-Family and Two-Family) or Section 19.22.030(D)(3) (Permitted Accessory Structures Multi-Family), uncovered spaces or tandem spaces. All replacement parking shall comply with the requirements set forth in Section 11.20.110 (Parking on Private Property Prohibited) and Section 19.10.030(F) (Residential Zone General Development Standards).

G. Passageways. No passageways shall be required in conjunction with accessory dwelling units developed within existing spaces or living areas.

H. Building and Fire Codes. Except as otherwise provided in this chapter, accessory dwelling units developed within existing spaces or living areas shall comply with all local building and fire codes.

I. Fire Sprinklers. Accessory dwelling units developed within existing spaces or living areas shall not be required to provide fire sprinklers if fire sprinklers were not required for the primary dwelling unit.

J. Utilities. Accessory dwelling units developed within existing spaces or living areas shall not be required to install a new or separate utility connection directly between the accessory dwelling unit and the public utility infrastructure. However, if necessary utility infrastructure does not exist with capacity available to serve both the primary dwelling unit and the accessory dwelling unit, the property owner shall be responsible for all costs related to installation of necessary infrastructure or upsizing existing infrastructure. Property owners may install a new or separate utility connection directly between the accessory dwelling unit and the public utility infrastructure at the property owner's option and expense.

K. Height. An accessory dwelling unit shall not exceed the height limits prescribed in Section 19.10.030 (Residential Zone General Development Standards) for the district in which the accessory dwelling unit will be located.

19.60.070 Development standards for accessory dwelling units proposed as new construction.

Newly proposed accessory dwelling units are permitted to be attached to a proposed or existing primary dwelling unit or detached from a proposed or existing primary dwelling unit as long as the newly proposed accessory dwelling unit is located on the same lot as a proposed or existing primary dwelling unit. Newly proposed accessory dwelling units shall be allowed only in compliance with the following standards:

- A. Minimum Lot Area.** Five thousand (5,000) square feet.
- B. Maximum Lot Coverage.** The maximum combined building coverage shall not exceed the percentage prescribed in Section 19.10.030 (Residential Zone General Development Standards) for the district in which the accessory dwelling unit will be located.
- C. Setbacks.** An accessory dwelling unit shall maintain the setbacks required in the zoning district in which the accessory dwelling unit will be located and shall comply with all local building and fire codes. A setback of five (5) feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above an existing garage.
- D. Floor Area.** The total area of floorspace of an attached accessory dwelling unit shall not exceed fifty percent (50%) of the proposed or existing primary dwelling unit living area, with a maximum increase in floor area not to exceed eight hundred (800) square feet. The total area of floorspace for a detached accessory dwelling unit shall not exceed eight hundred (800) square feet.
- E. Minimum Unit Size.** An accessory dwelling unit shall not be less than the minimum size for an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, as it now exists or may hereafter be amended.

F. Minimum Facilities. The accessory dwelling unit shall include permanent provisions for independent living, sleeping, eating, cooking, and sanitation within the unit and must include a separate exterior entrance from the primary dwelling unit.

G. Appearance. The accessory dwelling unit shall be designed and constructed so as to be compatible with the proposed or existing primary dwelling unit and neighborhood in terms of height, form, and materials, as determined by the Planning Manager, and the accessory dwelling unit shall be subordinate to the primary dwelling unit.

H. Parking Requirements. Except as otherwise provided by this chapter, the parking required by this section is in addition to that required for the primary dwelling unit located on the lot by Chapter 19.26 (Off-Street Parking and Loading).

1. Accessory dwelling units with one (1) or more bedrooms shall provide at least one off-street parking space. Studios shall not be required to provide any parking spaces. The parking requirement for accessory dwelling units with bedrooms can be met by providing the required parking space within the 20-foot front yard setback and may be located in tandem with other on-site parking as long as it complies with the requirements set forth in Section 11.20.110 (Parking on Private Property Prohibited) and Section 19.10.030(F) (Residential Zone General Development Standards).

2. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, the required off-street parking spaces for the primary dwelling unit, if eliminated, shall be replaced. The replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including within the front yard or street side setback, and may be covered spaces subject to conformance with the applicable requirements set forth in Section 19.22.030(C)(2) (Permitted Accessory Structures Single-Family

and Two-Family) or Section 19.22.030(D)(3) (Permitted Accessory Structures Multi-Family), uncovered spaces or tandem spaces. All replacement parking shall comply with the requirements set forth in Section 11.20.110 (Parking on Private Property Prohibited) and Section 19.10.030(F) (Residential Zone General Development Standards).

3. Notwithstanding the above, accessory dwelling units shall not be required to provide parking in any of the following circumstances:

- a. When the accessory dwelling unit is located within one-half mile of a public bus stop, bus station or train station.
- b. When the accessory dwelling unit is located within the Old Town Historic District or the Central Business District.
- c. When the accessory dwelling unit is part of an existing or proposed primary dwelling unit or an existing accessory structure.
- d. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
- e. When there is a car share vehicle located within one block of the accessory dwelling unit.

I. Passageways. No passageways shall be required in conjunction with the construction of an accessory dwelling unit.

J. Building and Fire Codes. Except as otherwise provided in this chapter, newly proposed accessory dwelling units shall comply with all local building and fire codes.

K. Fire Sprinklers. Accessory dwelling units shall not be required to provide fire sprinklers if fire sprinklers were not required for the primary dwelling unit.

L. Utilities. New or separate utility connections directly between the accessory dwelling unit and the public utility infrastructure shall only be required if directed by the environmental utilities department or the electric department. In such cases, if necessary utility infrastructure does not exist with capacity available to serve both the primary dwelling unit and the accessory dwelling unit, the property owner shall be responsible for all costs related to installation of necessary infrastructure or upsizing existing infrastructure.

M. Height. An accessory dwelling unit shall not exceed the height limits prescribed in Section 19.10.030 (Residential Zone General Development Standards) for the district in which the accessory dwelling unit will be located.

19.60.080 Use restrictions.

A. Sales Prohibited. Accessory dwelling units shall not be sold independently of the primary dwelling unit on the lot.

B. Owner Occupancy. Applications for building permits for accessory dwelling units must be submitted by the owner of the property proposed for an accessory dwelling unit. The owner of the property proposed for an accessory dwelling unit shall occupy as a principal residence either the primary dwelling unit or the accessory dwelling unit.

C. Rentals. Accessory dwelling units may be rented as long as the rental term exceeds thirty (30) calendar days or complies with all city short-term rental regulations, policies and procedures.

D. Deed Restriction. Following final inspection approval of a building permit for an accessory dwelling unit, a deed restriction, in a form approved by the City Attorney, shall be recorded with the Placer County Recorder's Office, which shall include the applicable restrictions and limitations of an accessory dwelling unit identified in this chapter. Said deed restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded deed restriction shall be filed with the City stating that:

1. The accessory dwelling unit shall not be sold separately from the primary dwelling unit.
2. The accessory dwelling unit is restricted to the maximum size allowed per the development standards identified in this chapter.
3. The accessory dwelling unit shall be considered legal only so long as either the primary dwelling unit, or the accessory dwelling unit, is occupied by the owner of record of the property.
4. The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property owner, including revocation of any right to maintain an accessory dwelling unit on the property.

19.60.090 Accessory dwelling units with nonconforming primary dwelling unit.

When the primary dwelling unit is nonconforming, an accessory dwelling unit in compliance with the above standards is still permitted, providing that the accessory dwelling unit does not increase the nonconformity.

19.60.100 Fees.

All fees and charges, including but not limited to, mitigation fees, development impact fees, and connection fees and capacity charges for water, sewer, and electric services, will be charged in accordance with the Accessory Dwelling Units Fee Policy adopted by the City Council on _____2018 by Resolution No. 18-_____, as amended from time to time.

19.60.110 Administrative permit requirements.

An accessory dwelling unit which does not meet the standards set forth in this chapter, shall be required to obtain an Administrative Permit pursuant to Chapter 19.74 (Permit and Variance Requirements). The provisions of this chapter do not apply to junior accessory dwelling units as defined in Government Code Section 65852.22, as it now exists or may hereafter be amended. Junior accessory dwelling units shall also be required to obtain an Administrative Permit pursuant to Chapter 19.74.

SECTION 14. Section 19.72.020 of Chapter 19.72 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.72.020 Zoning clearance required.

A zoning clearance certification shall be required prior to the issuance of a building permit for a parcel, ~~and~~ prior to the initiation of a home occupation as provided in Chapter 19.42 (Home Occupations), or prior to the issuance of a building permit for an accessory dwelling unit as provided in Chapter 19.60 (Accessory Dwelling Units). In addition, any person may request and the Planning Division shall issue a zoning clearance certification stating the zoning standards for any parcel located within the City.

SECTION 15. Section 19.95.030 of Chapter 19.95 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.95.030 Definitions.

- A. 1. Accessory Building or Structure:** (See Building, Accessory).
- 2. Act:** The Fair Housing Amendments Act of 1988.
- 3. Amendment:** Any change, modification, deletion, or addition to the wording, text or substance of this title or any change, modification, deletion, or addition to the application of this title to property within the City of Roseville, including any alteration in the boundaries of a zone district, when adopted by ordinance passed by the City Council in the manner prescribed by law.
- 4. Antenna:** A device used in communications which transmits or receives radio signals. Common forms of antennae are panel arrays and whip antennas. Panel arrays are designed to concentrate a radio signal in a particular area and are typically flat and rectangular in design. Whip antennas transmit a signal 360 degrees and are cylindrical with an 18-foot height limit.

- a. Co-Location. Locating wireless communications equipment from more than one provider on a single site.
- b. Telecommunication Facility. A land use facility supporting antennas and microwave dishes that sends and/or receives radio-frequency signals.
Communication facilities include structures (aka monopole, towers) and accessory buildings.
- c. Dish Antenna. A dish-like antenna used to link communication sites together by wireless transmission of voices or data. Also called microwave antenna or microwave dish antenna.
- d. Equipment Building, Shelter or Cabinet. A structure designed and used to house equipment used by telecommunication providers at a facility.
- e. Monopole. A structure of a single spire used to support communications equipment.
- f. Related Equipment. All equipment ancillary to the transmission and reception of voice and data via radio frequencies. Such equipment may include, but is not limited to, cable, conduit and connectors.
- g. Satellite Antennas. A satellite antenna is a dish like antenna used to link communications sites together by wireless transmission of voice or data. Also called microwave antenna or microwave dish antenna.
- h. Stealth Facility. Any communications facility which is designed to blend into the surrounding environment. Examples of stealth facilities may include architecturally screened roof-mounted antennas, building mounted antennas

painted to match the existing structure, antennas integrated into architectural elements, and antenna structures designed to look like light poles. Also called concealed antennas.

i. **Telecommunication Tower.** A mast, pole, monopole or guyed or lattice, free-standing tower designed and primarily used to support antennas, to include dishes, arrays and similar devices.

5. Appellate Approving Authority: As designated in Section 19.80.020, it is either the Planning Commission or the City Council that is authorized to hear and act on appeals to actions and decisions provided by this title.

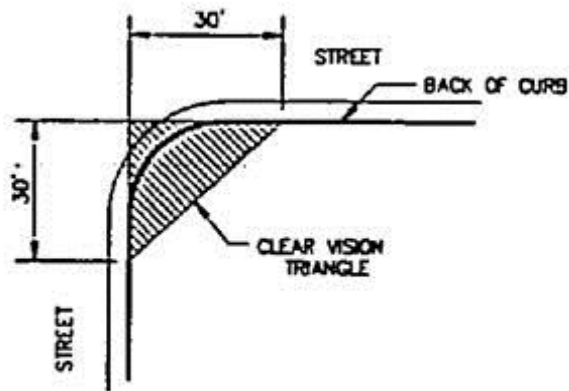
6. Approving Authority: As designed in Section 19.80.020, it means one of the following depending on the nature of the application: City Council, Planning Commission, Design Review Commission, Planning Manager, Community Development Manager or designee.

B. 1. Building: Any structure having a roof supported by columns and/or walls and intended for the shelter, housing and enclosure of any individual, animal, process, equipment, vehicles, goods or materials of any kind or nature.

2. Building or Structure, Accessory: A building or structure detached from a principal building on the same lot and incidental to the principal building.

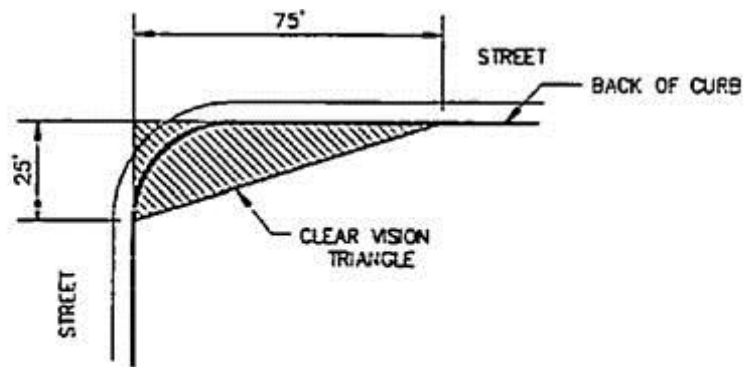
3. Building or Structure, Nonconforming: A building or structure, or portion thereof, which was lawfully erected, altered or maintained, prior to the effective date of the ordinance codified in this title, but which, because of the application of this title to it, no longer conforms to the specific regulations applicable to the zoning district in which it is located.

4. **Building Coverage:** The land area covered by all primary buildings on a lot.
 5. **Building, Primary:** A building devoted primarily to the principal or conditionally permitted use of the lot or building site on which it is situated, as permitted by this title.
 6. **Bus Depot or Station:** A place of business serving as a point of arrival or departure for passengers traveling by intercity or interstate bus, except those buses operated by a governmental entity.
- C.
1. **City:** The City of Roseville, California.
 2. **City Council:** The City Council of the City of Roseville.
 3. **Clear Vision Triangle, Commercial:** That portion of both private property and public right-of-way located at any corner defined by the triangular area created by the diagonal connection of two points measured 30 feet back from the intersection of the prolongation of points measures along the front and corner street side back of curb (see figure below). The dimensions of the clear vision triangle may be required to be increased if the Director of Public Works determines that additional area is needed to ensure that a potential traffic hazard is not created.



CLEAR VISION TRIANGLE - COMMERCIAL
NO SCALE

4. **Clear Vision Triangle, Residential:** That portion of both private property and public right-of-way located at any corner defined by the triangular area created by the diagonal connection of two points measured 25 feet along the front and 75 feet along the side of a property measured from the back of curb. The third side of the clear vision triangle shall be the hypotenuse of the triangle described connecting the other two sides (see figure below). The dimensions of the clear vision triangle may be required to be increased if the Director of Public Works determines that additional area is needed to ensure that a potential traffic hazard is not created.



CLEAR VISION TRIANGLE - RESIDENTIAL
NO SCALE

5. **Compact Residential Development:** Attached or detached single-family housing units on a parcel or parcels with a General Plan land use designation of medium density residential or higher (seven dwelling units per acre or higher, as depicted on the General Plan Land Use Map).

6. **Condominium:** An estate in real property consisting of an undivided interest in common in portions of a parcel of real property together with a separate interest in a dwelling, industrial or commercial building on such real property, such as an apartment, office, warehouse or store. A condominium may include, in addition, a separate interest in other portions of such real property.

7. **Condominium Conversion:** Condominium conversion occurs whenever a multiple residential dwelling unit building or a residential housing project containing three or more dwelling units under the same ownership, or such a project that has been granted an occupancy permit is subdivided so that individual dwelling units are available for sale as condominiums within the meaning of Civil Code Section 783.

8. **Cooking:** As referred to in Sections 19.08.080(J) and 19.60.040(E) Chapter 19.60, “cooking” means that the unit will contain a residential stove/oven/cooktop requiring dedicated utility connections such as large amperage wiring or a dedicated gas connection.

9. **Council, or City Council:** The City Council of the City of Roseville, California.

10. **Construction Trailer:** A trailer used as an on-site office only during actual construction of an approved building site.

D. 1. **Density:** The number of dwelling units per gross acre [excluding accessory dwelling units pursuant to Government Code Section 65852.2](#).

2. **Department:** The planning and redevelopment department of the City of Roseville.

3. **Design Guidelines:** A set of guidelines adopted by the City of Roseville, defining elements and dimensions to be followed in site, building design, landscaping and development.

4. **Development:** Shall be as defined by California Government Code Section 65927.

5. **Development Standard:** Those parts of a zone district and any other regulation of this title which regulates aspects of physical development, including, but not limited to, density, lot area, lot width, lot coverage, building height, and setbacks.

6. **Disabled Person:** Any person who has a physical or mental impairment that substantially limits one or more major life activities; anyone who is regarded as having such impairment; or anyone who has record of such impairment. People who are currently using illegal substances are not covered under the Act unless they have a separate disability or otherwise qualify.

7. **Distance between Structures:** The shortest horizontal distance measured between two vertical walls of two structures.

E. 1. **Expansion, Building or Structure:** An alteration of a building/structure that results in an increase in its size, either in extent or bulk, or an increase in its area or volume.

2. **Expansion, Use:** An alteration of a use that results in an increase in its size, either in extent, intensity or in the nature of the activities conducted.

F. 1. **Family:** An individual or group of two or more persons occupying a dwelling and living together as a single housekeeping unit in which each resident has access to all parts of the

dwelling and where the adult residents share expenses for food or rent.

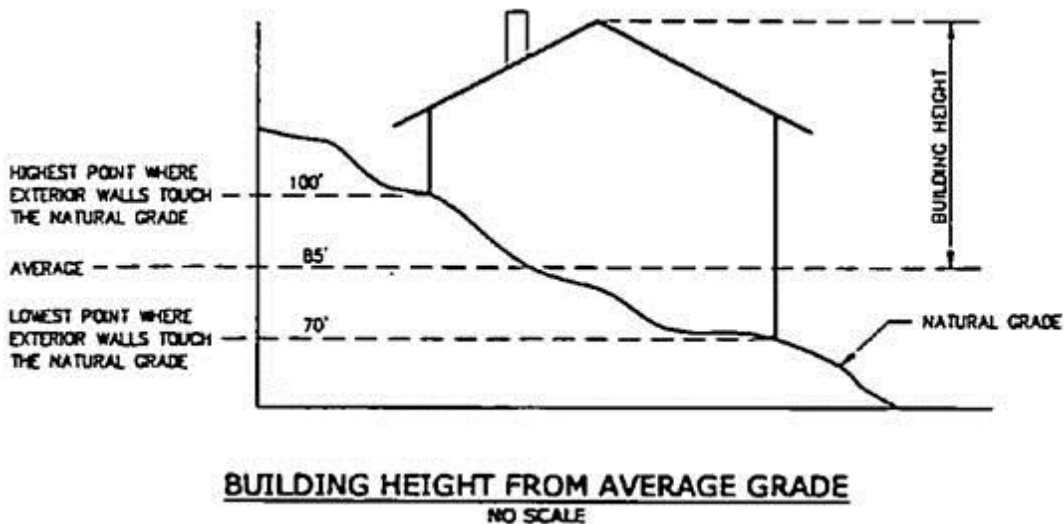
2. **Fence:** An artificially constructed barrier of any material or combination of materials erected to enclose, screen, or separate areas.

G. 1. **Garage Sale:** The temporary sale of used household or personal articles held on the seller's own residential premises, also referred to as a yard sale or rummage sale.

2. **General Plan:** As used in this title, the term General Plan means the City of Roseville General Plan, and all revisions and amendments to the Plan.

3. **"Group Home"** shall mean those uses or facilities identified with Sections 19.08.070(J)(3), 19.08.080(~~C~~~~B~~), 19.08.080(~~D~~~~E~~) and such other sections of this title, which provide for the care of disabled or supervised individual(s).

H. 1. **Height, Building and Other Structures:** The vertical distance from the highest point of the building or structure to the average of the highest and lowest points where the exterior walls or supports touch the natural grade.



2. **Height, Fence or Wall:** The height of a fence or wall shall be determined from the highest finished grade adjacent to the fence or wall.

3. **Home, Model Complex:** One or more dwelling units or one temporary trailer temporarily used for display purposes as an example of dwelling units available or to be available for sale or rental for the first time in a particular subdivision or residential development which may be comprised of single detached, semi-detached, or multiple unit dwellings, or a combination thereof. It also includes one sales office and associated parking.

I. **Reserved.**

J. 1. **Junk Yard:** Any area of 200 square feet or more used for the storage of junk, scrap materials, materials, salvaged from wrecked or demolished buildings, machinery or equipment; or used for the wrecking or demolishing of automobiles, other vehicles, or machinery.

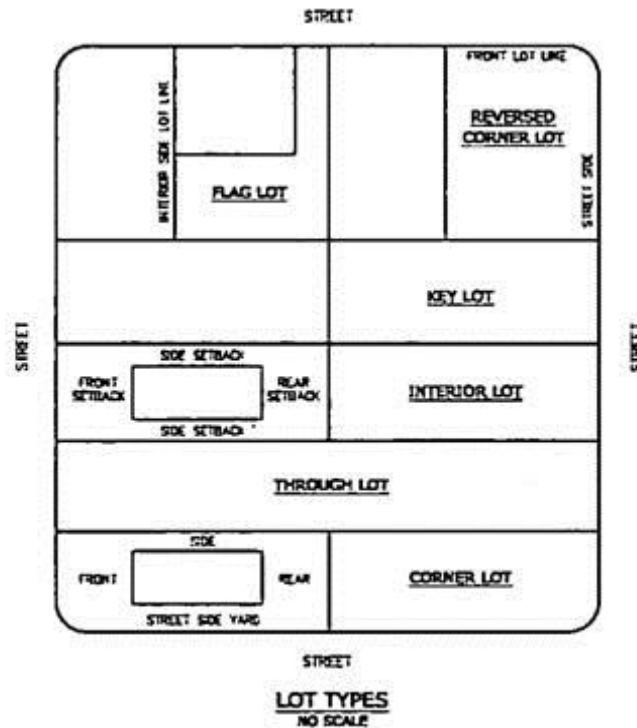
K. **Reserved.**

L. 1. **Landscaped Area:** An area devoted to lawn, groundcover, trees, or shrubs or hardscape, and as specified in this title, the Design Guidelines, any applicable specific plan or by other City requirement.

2. **Loading Space:** An area, other than a street, alley, or driving aisle, on the same lot with a building or a group of buildings which is permanently reserved and maintained for the temporary parking of commercial vehicles while loading or unloading merchandise or materials.

3. **Lot:** A legally created parcel of land used or capable of being used under the regulations of this title.

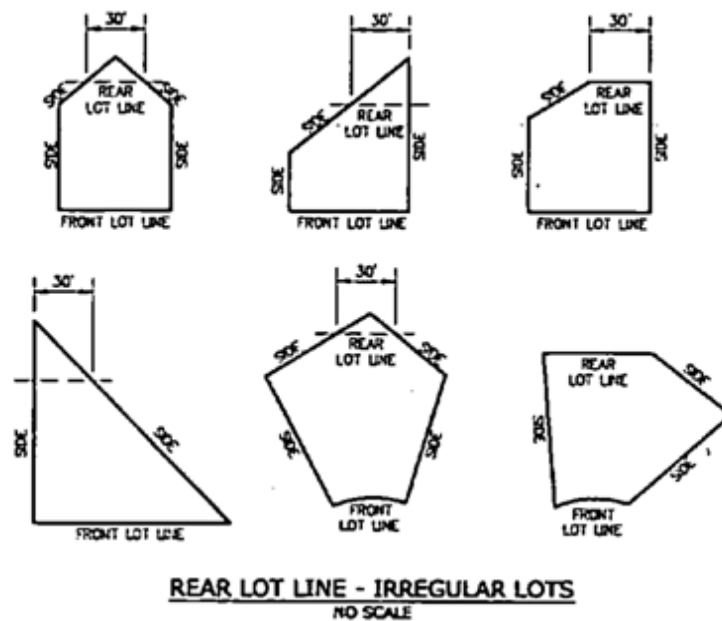
4. **Lot, Corner:** A lot located at the intersection of two or more streets, with one property boundary bordering on each street frontage (see figure).



5. **Lot, Developed:** A lot with buildings or structures.
6. **Lot, Flag:** A lot having access to a public or private street by a narrow strip of land (see figure under Lot, Corner).
7. **Lot, Frontage:** That portion of the lot contiguous to the street.
8. **Lot, Interior:** A lot, other than a corner lot, abutting only one street (see figure under Lot, Corner).
9. **Lot, Key:** A lot with a side line that abuts the rear line of any one or more adjoining lots (see figure under Lot, Corner).

10. Lot Line, Front: The lot line separating a lot from a street right-of-way. The front lot line of a corner lot may face either street frontage, at the option of the owner, provided that the required rear yard setback is obtainable opposite from the front lot line.

11. Lot Line, Rear: That lot line, not intersecting a front lot line, which is most distant from and most closely parallel to the front lot line. In the case of an irregularly shaped lot or a lot bounded by only three lot lines, a line within the lot having a length of 30 feet parallel to and most distant from the front lot line shall be interpreted as the rear lot line for the purpose of determining required yards, setbacks, and other provisions of this title (see figures below).



12. Lot Line, Side: Any lot line which is not a front or rear lot line.

13. Lot, Reversed Corner: A corner lot, the rear of which abuts the side of another lot (see figure under Lot, Corner).

14. Lot, Area: The area contained within the boundary lines of a lot.

15. **Lot, Through:** A lot having frontage on two generally parallel streets (see figure under Lot, Corner).

16. **Lot, Width:** The horizontal distance between the side lot lines, measured at the front setback line.

M. 1. **Manager:** The Planning Manager of the City of Roseville or the Manager's designee.

2. **Manufactured Home:** A factory built or manufactured home permitted by State of California and federal laws.

3. **Mobile Home:** Same as manufactured home, but subject to the National Manufactured Housing Construction and Safety Act of 1974.

4. **Mobile Home Park:** Any area or tract of land where one or more mobile home lots are rented or leased or held out for rent or lease to accommodate mobile homes used for human habitation. The rental paid for any such mobile home shall be deemed to include rental for the lot it occupies.

5. **Model Home Complex:** One or more dwellings used for the display and sale of units and lots within a subdivision.

N. 1. **Nonconforming Structure or Building:** A structure or building, the size, dimensions, or location of which was lawful prior to the adoption, revision, or amendment to the Zoning Ordinance but that fails by reason of such adoption, revision, or amendment to comply to the present requirements of the zoning district.

2. **Nonconforming Use:** A use or activity that was lawful prior to the adoption, revision or amendment of the Zoning Ordinance but that fails by reason of such adoption, revision, or amendment to comply to the present requirements of the zoning district.

O. 1. **Open Air Vending Facilities:** The sale of prepared food, fresh cut flowers or plants, or the sale of items determined by the Planning Manager to be consistent with this type of use, from a stand or non-motorized non-stationary cart or pushcart.

2. **Outdoor Sales Area:** An outdoor area located on the same lot as the principal business used for merchandise display or storage as allowed under this title.

P. 1. **Parcel:** Means an area of land.

2. **Parcel, Nonconforming:** A parcel of land having less area, frontage, or dimensions than required in the zoning district in which it is located.

3. **Parking Lot:** An area of land, a yard or other open space on a lot legally used for or designed for parking motor vehicles.

4. **Parking Space:** An unobstructed space or area other than a street or alley which is permanently reserved and maintained for the parking of one motor vehicle.

5. **Peak Load:** The generation of electricity during the highest electrical demand within a particular period of time. Daily electric peaks on weekdays occur in late afternoon and early evening. Annual peaks occur on hot summer days.

6. **Permitted:** Means any use or activity allowed by the provisions of this title, and subject to the applicable regulations contained within this title.

7. **Person:** An individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, City, local agency, or any other group or combination acting as an entity.

8. **Planning Commission:** The Planning Commission of the City of Roseville.

9. **Property Owner:** A person or persons having a possessory interest in the property, other than a periodic tenancy, estate at will, or sufferance, or a person having a contractual right which will ripen into such a possessory interest in the property.

Q. **Reserved.**

R. **Reserved.**

S. 1. **Sale, Fundraising:** The temporary sale of new or used merchandise conducted by a charitable, eleemosynary, or non-profit organization or by groups associated with churches, schools and clubs.

2. **Seating Capacity:** The actual seating capacity of an area based upon the number of seats of one seat per 18 inches of bench or pew length. For other areas where seats are not fixed, the seating capacity shall be determined as indicated by the Uniform Building Code.

3. **Secondary Use:** A purpose for which land or a building is or may be intended, occupied, maintained, arranged, or designed, which is less visible, prominent, or important than the primary use(s) on the same lot or parcel.

4. **Setback:** The required distance that a building, parking lot or other designated item must be located from a lot line.

5. **Setback, Front:** The front setback is an area formed by a line parallel to a front lot line. The front setback is measured at right angles to the front lot line.

6. Setback, Rear: The rear setback is an area formed by a line parallel to the rear lot line. Rear setbacks are measured at right angles to the rear lot lines.

7. Setback, Side: The side setback is an area formed by a line parallel to the side lot line, that extends between front and rear setback areas. Side setbacks are measured at right angles to the side lot lines.

8. Shopping Center: Two or more contiguous or separate retail commercial stores that share access and/or parking, which function by design, or ultimately function, as a single entity.

9. Street: A public or permanent private way 30 feet or more in width, which affords a primary means of access to property.

10. Structural Alterations: Any change in the supporting members of a building such as foundations, bearing walls, columns, beams, floor or roof joints, girders or rafters, or changes in roof or exterior lines.

11. Structure: Anything constructed or erected which requires location on the ground or attachment to something having a permanent location on the ground, including but not limited to antennas, signs and billboards, but not including outdoor areas such as paved areas, tennis courts, driveways, parking spaces where the area is unobstructed from the ground up.

T. 1. “Theater” means a building or structure used for the purpose of conducting live dramatic, comedic or musical performances, the showing of motion pictures or similar recorded media, or other live performing arts.

U. 1. Uniform Building Code: The Uniform Building Code currently in use and adopted by the City of Roseville.

2. **Usable Open Space:** One or more open areas adjacent to residential uses, the purpose of which is to provide an outdoor area designed for outdoor living and recreation, and which is located at, below, or above grade. This space is typically accommodated within side and rear yard areas.

3. **Use:** The purpose of which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied or maintained.

4. **Use, Accessory:** See Accessory Uses, Article III, Chapter 19.22.

5. **Use, Conditionally Permitted:** A use type subject to a Conditional Use Permit, which use may be essential or desirable to the public convenience or welfare in one or more zones but which may also impair the integrity and character of the zone or adjoining zone or be detrimental to the public health, safety or welfare unless additional restrictions on location and extent of use are imposed and enforced. Such use shall be permitted when all specific additional restrictions are completed and permanently satisfied in conformance with an approved Conditional Use Permit. Should such restrictions be of a continuing nature, the use will remain conditional so long as the restrictions are complied with, but shall become an illegal use whenever and so long as the restrictions are not complied with.

6. **Use, Primary:** The primary use or uses for which land or a building is or may be intended, occupied, maintained, arranged or designed and includes principally, conditionally and administratively permitted uses.

7. **Use, Principally Permitted:** The primary use of land or of a main building which use is compatible with the purpose of the zone and which is permitted in the zone. If a use is listed in a specific zone as a principally permitted use, it means that the owner, lessee or other

person who has legal right to use the land, has right to conduct such principally permitted use subject to the regulations and procedural requirements of this title.

8. Use, Temporary: See Temporary Uses, Article IV, Chapter 19.64.

9. Use Type: A category or class of land uses which share common functional, product or compatibility characteristics and which have been classified under a discreet use type in these regulations, commencing at Article II of this title.

V. Reserved.

W. Reserved.

X. Reserved.

Y. Reserved.

Z. 1. Zoning District: A designated/mapped portion of the City within which a uniform set of regulations apply.

SECTION 16. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 17. 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

Accessory Dwelling Units Fee Policy



**City of Roseville
Development Services Department**

Adopted by City Council on (Date) by Resolution # (Insert #)

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INTRODUCTION

An accessory dwelling unit (ADU) is defined by Government Code Section 65852.2, as it now exists or may hereafter be amended, and means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. The unit shall be located on a permanent foundation, have an independent exterior access, and shall include permanent provisions (or infrastructure to support permanent provisions (such as stubbing gas, water or sewer lines) for living, sleeping, eating, cooking, and sanitation on the same parcel as where a single-family dwelling is situated or proposed¹ to be situated. ADUs can also include efficiency units, as defined in Section 17958.1 of the Health and Safety Code, manufactured homes, as defined in Section 18007 of the Health and Safety Code, second dwelling units, granny flats, in-law quarters, carriage units, and tiny houses as long as such units otherwise meet this definition. Roseville Municipal Code (RMC) Chapter 19.60 outlines the requirements for ADUs, which includes minimum and maximum sizes for ADUs.

The City of Roseville (City) originally established a fee policy for ADUs (formerly Second Dwelling Units) in the 1990's which has periodically been updated. New legislation has resulted in the repeal and replacement of RMC Chapter 19.60 addressing ADUs and requires revisions to the fee policy. This fee policy recognizes that since ADUs generally result in fewer infrastructure demands and impacts to City services than single-family dwelling units, fees are charged proportionally for ADUs. It is the City's intent, consistent with State law, that this policy also apply to any ADU where a primary dwelling and ADU are being constructed at the same time.

The purpose of maintaining and updating this fee policy is to clarify the application of fees on the various types of ADUs that may be constructed within the City. Specifically, this policy outlines the methodology pursuant to Government Code Section 65852.2 for the application of development impact and connection fees related to ADUs that are charged on a per unit basis. It is the City's goal, consistent with State Law and as reflected in this policy, to encourage the development of ADUs that can meet current City standards.

ADUs can take on multiple building configurations (attached and detached), type of ADU (existing or new), and service connections (shared or separate). The multiple configurations create different demands for services, and accordingly, fees are calculated and applied differently. This policy serves to address these different scenarios.

In the event that a provision of RMC Chapter 19.60 or this fee policy conflicts with the terms of a specific plan or associated development agreement, the provision that is most favorable to the property owner will be applied.

¹ For purposes of this policy, a single-family dwelling unit will be deemed "proposed" provided that an application for a building permit has been submitted to the City for the unit.

I. Utility Connection Fees

Pursuant to Section 65852.2(f)(2)(A) of the California Government Code, the City may not require the payment of utility connection fees or capacity charges for an ADU if the ADU is developed within the existing space of a single-family residence or accessory structure. For newly constructed ADUs, Section 65852.2(f)(2)(B) authorizes the City to charge such fees as long as the charges are proportionate to the burden of the proposed ADU. As of the date of the adoption of this policy, the City charges the following utility connection fees: water connection fee (RMC Chapter 14.08), local sewer connection fee (RMC Section 14.16.060), regional sewer connection fee (RMC Section 14.16.080), and electric backbone mitigation fee (RMC Chapter 4.54).

The following includes the provisions that will be applied to ADUs based on the type of structure and utilities proposed which include: (a) New Structures with Shared Connections; (b) New Structures with Separate Connections; (c) Existing Structures/Spaces/Living Areas with Shared Connections; and (d) Existing Structures/Spaces/Living Areas with Separate Connections.

a. “New Structures” with Shared Connections

Attached or detached ADUs developed as new structures, or the addition of new square footage to an existing structure, with common water, sewer, and/or electric connections will be subject to the following:

i. Water

1. When an ADU is constructed on the same parcel as an existing or proposed single-family dwelling, water service may be provided by utilizing a single water service for both the primary dwelling and the ADU.
 - a. When the existing water service is utilized for both the primary dwelling and the ADU, the property owner must prepare and submit an analysis demonstrating that the size of the water service is adequate to serve both units. If the existing service size is not adequate to serve both dwelling units, at the property owner’s discretion, the water service will either require upsizing to current City standards or a second service shall be installed at the property owner’s expense pursuant to Section I(b)(i).
2. Residential water service connection charges will be based on the size or number of City water meters installed to serve the dwelling units.
3. In addition to connection fees, the property owner should be aware that charges for any new City water meters and installation costs may be assessed by the City. Please contact the Environmental Utilities Department Engineering Division at (916) 774-5752 for cost estimates.

ii. Sewer/Wastewater

1. When an ADU is constructed on the same parcel as an existing or proposed single-family dwelling, sewer service may be provided by utilizing a single sewer service for both the primary dwelling and the ADU.
 - a. When the existing sewer service is utilized for both the primary dwelling and the ADU, the property owner must prepare and submit an analysis demonstrating that the size of the sewer service is adequate to service both units. If the existing service size is not adequate to serve both dwelling units, at the property owner's discretion, the sewer service will either require upsizing to current City standards or a second service shall be installed at the property owner's expense pursuant to Section I(b)(ii).
2. Local and regional sewer service connection fees will be charged to the ADU.
3. In addition to connection fees, the property owner should be aware that installation costs may be assessed by the City. Please contact the Environmental Utilities Department Engineering Division at (916) 774-5752 for cost estimates.

iii. Electric

1. When an ADU is constructed on the same parcel as an existing or proposed single-family dwelling, electric service may be provided by utilizing a single electric metered service panel for both the primary dwelling unit and the ADU.
 - a. When the existing metered service panel is utilized for both the primary dwelling and the ADU, the property owner must prepare and submit an analysis demonstrating that the size of the existing metered service panel is adequate to service both units. If the existing service panel is not adequate to serve both dwelling units, the panel and service entrance conductor will require upsizing to meet the version of the National Electric Code standards adopted by the City. This may also require the upsizing of the service box by the property owner to meet City standards. All costs associated with upgrading the customer owned infrastructure shall be at the property owner's expense.
2. The property owner should be aware that any upsizing of Roseville Electric equipment required to feed the additional load will be at the property owner's expense. Please contact the Electric Department – New Services Division at (916) 797-6937 for cost estimates.

b. “New Structures” with Separate Connections

Attached or detached ADUs developed as new structures, or the addition of new square footage to an existing structure, with separate water, sewer, and/or electric connections will be subject to the following:

i. Water

1. When an ADU is constructed on the same parcel as an existing or proposed single-family dwelling and is utilizing a separate water service, the property owner shall be responsible for payment of water service connection fees for the separate service.
2. Each water service connection requires installation of a City water meter. City water meters shall be installed per current City standards.
3. In addition to connection fees, the property owner should be aware that charges for any new City water meters and installation costs may be assessed by the City. Please contact the Environmental Utilities Department Engineering Division at (916) 774-5752 for cost estimates.

ii. Sewer/Wastewater

1. When an ADU is constructed on the same parcel as an existing or proposed single-family dwelling and is utilizing a separate sewer connection, the property owner shall be responsible for the payment of local and regional sewer service connection fees for the ADU.
2. In addition to connection fees, the property owner should be aware that installation costs may be assessed by the City. Please contact the Environmental Utilities Department Engineering Division at (916) 774-5752 for cost estimates.

iii. Electric

1. When an ADU is constructed on the same parcel as an existing or proposed single-family dwelling and is utilizing a separate electric metered service panel, the property owner shall be responsible for payment of an electric backbone fee for the ADU.
2. Only one point of connection is allowed per lot. Both the primary and secondary electric metered service panel shall be located at the same location.
3. If the existing secondary service conduit and conductor from the City service box to the dual meter location is not adequate to serve both dwelling units, the customer owned service conduit and conductor will require upsizing to meet the version of the National Electric Code standards adopted by the City. This may also require the upsizing of

the service box by the property owner to meet City standards. All costs associated with upgrading the customer owned infrastructure shall be at the property owner's expense.

4. The property owner should be aware that any upsizing of Roseville Electric equipment required to feed the additional load will be at the property owner's expense. Please contact the Electric Department – New Services Division at (916) 797-6937 for cost estimates.

c. “Existing Structures/Spaces/Living Areas²” with Shared Connections

Attached or detached ADUs developed within existing structures/spaces/living areas with common water, sewer, and/or electric connections will be subject to the following:

i. Water

1. When an ADU is proposed within an “existing structure,” “existing space,” or “existing living area” as defined in RMC Chapter 19.60, water service may be provided by utilizing a single water service for both the primary dwelling and the ADU.
 - a. When the existing water service is utilized for both the primary dwelling unit and the ADU, the property owner must prepare and submit an analysis demonstrating that the size of the water service is adequate to serve both units. If the existing service size is not adequate to serve both dwelling units, the water service will require upsizing to current City standards at the property owner's expense. While not required, at the property owner's discretion, the property owner can choose to install a second service. If the property owner chooses to install a second service, the cost will be at the property owner's expense, including any applicable connection fees.
 - i. There are two scenarios in this situation which are:
 1. Shared connection and adequate capacity:
 - a. Property owner may utilize the existing shared connection. If the shared connection has adequate capacity and a shared connection is utilized, no residential water service connection charges will be imposed on the ADU; or

² An “existing structure or space” is an existing accessory structure or non-living area (e.g., garage). An “existing living area” is a habitable space within an existing single family dwelling unit (e.g., basements, attics).

- b. Even though adequate capacity exists, if the property owner requests a separate connection, the separate connection would be at the property owner's discretion and expense and water connection fees would apply.

2. Shared connection and inadequate capacity:

- a. At property owner's cost, the existing line will be upsized to current City standards. No connection charges will be imposed. However, the property owner will be responsible for the cost of time and materials for upsizing the portion of the system located on public property; or
- b. At property owner's request and cost, a second service may be installed. If the shared connection has inadequate capacity, residential water service connection charges will not be imposed if the property owner chooses to install a second service. However, the property owner will be charged time and materials costs for the installation of the portion of the second service located on public property.

- 2. The property owner should be aware that charges for any new City water meters and installation costs may be assessed by the City. For ADUs that are developed within "existing structures," "existing spaces" or "existing living areas," connection fees will only be assessed if a property owner chooses to install a second service (meaning, it is not required because adequate capacity is available). Please contact the Environmental Utilities Department Engineering Division at (916) 774-5752 for cost estimates.

ii. Sewer/Wastewater

- 1. When an ADU is proposed within an "existing structure," "existing space," or "existing living area" as defined in RMC Chapter 19.60, sewer service may be provided by utilizing a single sewer service for both the primary dwelling and the ADU.
 - a. When the existing sewer service is utilized for both the primary dwelling and the ADU, the property owner must prepare and submit an analysis demonstrating that the size of the sewer service is adequate to service both units. If the existing service

size is not adequate to serve both dwelling units, the sewer service will require upsizing to current City standards at the property owner's expense. While not required, at the property owner's discretion, the property owner can choose to install a second service at the property owner's cost. If the property owner chooses to install a second service, the cost will be at the property owner's expense, including any applicable connection fees.

i. There are two scenarios in this situation which are:

1. Shared connection and adequate capacity:

- a. Property owner may utilize the existing shared connection. If the shared connection has adequate capacity and a shared connection is utilized, no local sewer service connection charges will be imposed on the ADU; or
- b. Even though adequate capacity exists, if the property owner requests a separate connection, the separate connection would be at the property owner's discretion and expense and local and regional sewer connection fees would apply.

2. Shared connection and inadequate capacity:

- a. If the shared connection has inadequate capacity, local sewer service connection charges will not be imposed if the property owner chooses to install a second service. However, the property owner shall be charged time and materials costs for the construction of the portion of the second service located on public property; or
- b. At property owner's cost, the existing line will be upsized to current City standards. No local sewer service connection fees will be imposed if the property owner chooses to upsize the existing line to current City standards. However, the property owner will be responsible for the cost of time and materials for upsizing the portion of the system located on public property.

2. The property owner should be aware that installation costs may be assessed by the City. For ADUs that are developed within “existing structures,” “existing spaces,” or “existing living areas,” regional sewer connection fees apply. Local sewer connection fees will only be assessed if a property owner chooses to install a second service (meaning, it is not required because adequate capacity is available). Please contact the Environmental Utilities Department Engineering Division at (916) 774-5752 for cost estimates.

iii. Electric

1. When an ADU is proposed within an “existing structure,” “existing space,” or “existing living area” as defined in RMC Chapter 19.60, electric service may be provided by utilizing a single electric metered service panel for both the primary dwelling and the ADU.
 - a. When the existing metered service panel is utilized for both the primary dwelling and the ADU, the property owner must prepare and submit an analysis demonstrating that the size of the existing metered service panel is adequate to service both units. If the existing service panel is not adequate to serve both dwelling units, the panel and service entrance conductor will require upsizing to meet the version of the National Electric Code standards adopted by the City. This may also require the upsizing of the service box by the property owner to meet City standards. All costs associated with upgrading the customer owned infrastructure shall be at the property owner’s expense.
2. The property owner should be aware that any upsizing of Roseville Electric equipment required to feed the additional load will be at the property owner’s expense. Please contact the Electric Department – New Services Division at (916) 797-6937 for cost estimates.

d. **“Existing Structures/Spaces/Living Areas” with Separate Connections**

Attached or detached ADUs developed within existing structures/spaces/living areas with separate water, sewer, and/or electric connections will be subject to the following:

i. Water

1. When an ADU is proposed within an “existing structure,” “existing space,” or “existing living area” as defined in RMC Chapter 19.60, separate utility connections are not required. However, if the property owner chooses to install a separate connection in place of utilizing the existing system (if adequate) or in place of upsizing the system to current City standards, the property owner shall be responsible for time and materials costs for the installation of the portion of the separate water service located on public property.

2. If a property owner of an ADU chooses to have a separate water service (meaning, it is not required because adequate capacity is available or property owner did not want to upsize the system), then each water service requires installation of a City water meter and payment of the water service connection fees. City water meters shall be installed per current City standards.
3. The property owner should be aware that charges for new City water meters, installation costs, and potentially connection fees may be assessed by the City. Please contact the Environmental Utilities Department Engineering Division at (916) 774-5752 for cost estimates.

ii. Sewer/Wastewater

1. When an ADU is proposed within an “existing structure,” “existing space” or “existing living area” as defined in RMC Chapter 19.60, separate utility connections are not required. However, at the property owner’s discretion, if the property owner chooses to install a separate connection in place of utilizing the existing system (if adequate) or in place of upsizing the system to current City standards, the property owner shall be responsible for payment of time and materials costs for the installation of the portion of the separate sewer service located on public property.
2. If a property owner of an ADU chooses to have a separate sewer service (meaning, it is not required because adequate capacity is available or property owner did not want to upsize the system), local and regional sewer service connection fees will be charged to the ADU.
3. The property owner should be aware that installation costs and potentially connection fees may be assessed by the City. Please contact the Environmental Utilities Department Engineering Division at (916) 774-5752 for cost estimates.

iii. Electric

1. When an ADU is proposed within an “an existing structure,” “existing space,” or “existing living area” as defined in RMC Chapter 19.60, a second electric metered service panel is not required. However, if the property owner chooses to install a second electric metered service panel in place of a shared service, the property owner shall be responsible for payment of an electric backbone fee for the ADU.
2. Only one point of connection is allowed per lot. Both the primary and secondary electric metered service panel shall be located at the same location.

3. If the existing secondary service conduit and conductor from the City service box to the dual meter location is not adequate to serve both dwelling units, the customer owned service conduit and conductor will require upsizing to meet the version of the National Electric Code standards adopted by the City. This may also require the upsizing of the service box by the property owner to meet City standards. All costs associated with upgrading the customer owned infrastructure shall be at the property owner's expense.
4. The property owner should be aware that any upsizing of Roseville Electric equipment required to feed the additional load will be at the property owner's expense. Please contact the Electric Department – New Services Division at (916) 797-6937 for cost estimates.

II. Development Impact Fees

Development Impact Fees (also known as Mitigation Fees) will apply to all ADUs, whether newly constructed or constructed within existing spaces or living areas. As provided for in RMC Chapter 19.60, Development Impact Fees charged for ADUs shall be proportionate to the actual impact caused by the ADUs.

Detached units tend to function more as separate standalone units and may generate the same level of service or utility impacts as the primary residence. For this reason, fees are assessed to each of the detached units. For the purpose of assessing fees, attached structures shall be deemed attached when connected by a common wall. Breezeways, corridors, gazebos or other like features shall not be considered attached units for the purpose of this policy. It must be recognized that this fee policy is established for the calculation and assessment of fees and the provisions within this policy do not correlate to the building code or other construction or improvement standards. For example, a breezeway connecting two structures may meet the building code requirements for the two structures to be considered attached; however, the building code definition has no bearing on the application of impact fees for ADUs.

a. Traffic Mitigation Fees

- i. **Attached ADU:** Where the primary dwelling unit and the ADU are constructed as attached structures, the development impact fees shall be calculated for the primary dwelling unit only at the single-family development impact fee rate and no fee shall apply to the attached ADU. Fees are to be calculated consistent with the fee established for the property/plan area.
- ii. **Detached ADU:** A detached ADU shall be charged a development impact fee at the multi-family rate consistent with the traffic impact fees established for the property/plan area. The multi-family rate is the dwelling unit equivalent (DUE) established for Land Use (220) "Apartment" by the Institute of Transportation Engineers (ITE) in their regularly published Trip Generation report, the latest copy of which is incorporated into the City's approved Traffic Mitigation Fee program (TMF). At the time of adoption of this policy, the DUE equivalent for multi-family development is 0.62 dwelling units.

When a single permit is required for construction of the primary residence and the ADU, the development impact fees for the new primary dwelling and ADU shall be calculated as follows:

Primary dwelling unit	= 1.0
ADU	= +0.62
Primary and ADU Unit Fee	= 1.62 DUE

Where separate permits are required or utilized, the primary unit shall be charged traffic mitigation fees based on 1.0 DUE and the ADU shall be charged traffic mitigation fees based on 0.62 DUE or the current multi-family rate approved with the City’s TMF program if other than 0.62 DUE.

b. Park Fees

Neighborhood park development fees shall be waived.

As it relates to Citywide Park fees the following shall apply.

- i. **Attached ADU:** Construction of an attached ADU shall not be subject to City-wide park development fees provided the primary dwelling unit paid the fee at the full single-family rate.
- ii. **Detached ADU:** City-wide park development impact fees for construction of detached ADUs shall be charged the multi-family rate.

c. Public Facility Fees

- i. **Attached ADU:** Construction of an attached ADU shall not be subject to public facility fees provided the primary dwelling unit paid the fees at the full single-family rate.
- ii. **Detached ADU:** Public facility development impact fees for construction of detached ADUs shall be charged the multi-family rate.

d. Connection, Capacity, and Other Development Impact Fees

For development impact fees not listed above, including utility connection fees and capacity charges, fees for ADUs will be charged as follows:

- 1. **Refuse Fees:** Solid waste impact fees that are collected will be charged at the full flat rate based on a single family dwelling unit.
- 2. **Water Connection Fees:** Water connection fees that apply to an ADU will be based on the high density residential rate.
- 3. **Sewer Fees:** Sewer connection fees that are collected include local and regional fees and are charged at the full flat rate based on one living unit.
- 4. **Regional Fees:** Fees collected on behalf of another public agency or joint powers authority (such as the regional sewer connection fee) shall be

charged in accordance with the rates established by such public agency or joint powers authority.

If not addressed in the list directly above, fees will be charged as follows:

5. **Dwelling Unit Types:** For fees charged based on dwelling-unit type, ADUs will be charged at the multi-family rate.
6. **Flat Rate:** For fees charged based on a flat rate, ADUs will be charged 62% of the flat rate.

III. Other Fees

Property owners shall be responsible for paying all other applicable City fees including, but not limited to, permit fees, administrative fees, service fees, and any other fees set forth in development agreements applicable to the property or plan area.

IV. Carriage Units

Some Specific Plans and Development Agreements include an additional dwelling type referred to as “Carriage Units”. These types of Carriage Units have been approved for construction on medium density residential parcels in some areas of the City. In these instances, a Carriage Unit is limited to a maximum of 500 square feet and includes a kitchen. They shall have a studio configuration, be constructed over a garage only, and have separate entrances which may be accessible from alleys. A single electrical service is required; however, separate meters may be installed. Carriage Units that meet this definition are required to have a single water and sewer service to the primary dwelling (separate water and sewer services are not allowed). For purposes of collecting fees, these types of Carriage Units will not be charged development impact fees.

RESOLUTION NO. 18-185

APPROVING AN ACCESSORY DWELLING UNITS FEE POLICY

WHEREAS, an internal fee policy was established in the 1990s to set clear expectations regarding the application of fees related specifically to accessory dwelling units (formerly second dwelling units); and

WHEREAS, in addition to periodic updates, recent changes to requirements mandated by the State have resulted in an update to that policy; and

WHEREAS, the Accessory Dwelling Units Fee Policy has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Accessory Dwelling Units Fee Policy is hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9248

File #: 0215 & 0800-06

Title: Wireless Telecommunications in the Public Right-Of-Way - Ordinance Amendment and Adoption of New Permit Fee
Contact: Derek Ogden 916-746-1348 dogden@roseville.ca.us

Meeting Date: 5/23/2018

Item #: 10.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

- A. Introduce for first reading an ordinance amending Section 19.34.010 of the Roseville Municipal Code regarding antennas and communications facilities and adding Chapter 13.30 to the Roseville Municipal Code regarding wireless telecommunications facilities in the public right-of-way. The Planning Commission has reviewed and recommended approval of the amendments to Section 19.34.010.
- B. Adopt a resolution establishing an application fee deposit in the amount of \$1,200 for a wireless telecommunications facilities permit and \$1,200 for a master wireless telecommunications facilities permit and incorporating these fees into the City's current Schedule of User and Regulatory Fees.

BACKGROUND

The Development Services Department has worked with the City Attorney's Office, and various City Departments including Roseville Electric, Public Works and Parks, Recreation and Libraries to streamline requests by wireless carrier companies to access the public right-of-way for installations of personal wireless telecommunication facilities ("small cell"), which consists of base station equipment and antennas. City Staff has been in discussions with wireless carriers who propose to place a single ("small cell") antenna, shrouding (an antenna cover), and equipment in the right-of-way. These sites would typically be on an existing privately owned pole, or on a privately constructed new site in the public right of-way that would require a new pole (See Attachment 2). These telecommunication systems are referred to as small cells and are used to provide faster data coverage and capacity for mobile phone and device users. These systems do not necessarily provide Wi-Fi capability. None of the carriers that have approached the City indicate small cell usage for Wi-Fi.

The proposed Ordinance specifically regulates new poles in the public right-of-way. It does not involve sites on private property or publicly-owned, non-right-of-way property, such as city owned

utility poles not located in streets, parking structures, community centers, parks and other City facilities. The proposed Ordinance specifically exempts small cell installations that would be installed on these types of facilities.

Small cell facilities located on City owned infrastructure not located in the right-of-way would be approved through a standard design process and lease agreement which is approved by City Council. As the Council may recall, the City recently entered into an agreement with XG Communities to assist with the licensing of these facilities on City owned property. Additionally, a proposed Ordinance will be coming to the City Council in the near future for consideration. Small cell facilities located on City owned infrastructure located in the right-of-way would be approved through a sublicense agreement with the City's wireless telecommunications agent, XG Communities.

Staff reviewed a number of other cities' ordinances, including the Cities of San Francisco and Rancho Palo Verdes. Staff determined that writing a new ordinance and establishing a model template of a master facility permit or facility permit would serve as an appropriate foundation for the City Council's consideration. All permits would be reviewed at the Staff level by the Development Services Director. The new permit process would allow for public review by noticing all residents within 300 feet of a new proposed small cell site. All applications for a wireless permit would be reviewed for several design standards including visual impact, noise, screening, landscaping if appropriate, and lighting. More detail on the proposed application requirements are contained in the Planning Commission Staff Report from April 12th (Attachment 3).

Planning Commission Hearing

The City's Planning Commission held a public hearing on the proposed Ordinance on April 12th. The Commission did not receive any comments on the Ordinance from the public. The Planning Commission's discussion on Small Cell Facilities focused on the need to direct these facilities to the existing City owned street light poles. Staff explained that this is the most probable location for small cell facilities given the fact that there are existing power sources to these poles and they present the least impact on the community. However, the proposed Ordinance is necessary should the City receive applications to place new poles within our right-of-way.

Public Outreach

The proposed ordinance was sent to several wireless carriers who requested a copy of the ordinance. The City Attorney's office incorporated comments and feedback from the carriers into the draft Ordinance. Development Services staff also reached out to the Roseville Chamber of Commerce and made them aware of the proposed Ordinance. To date no comments have been received from the Chamber.

FISCAL IMPACT

Staff is proposing that applications for Wireless Telecommunication Facilities be processed as a full cost project. Staff time to process the application would be reimbursed by the applicant. Given this process, there is not expected to be any negative impacts to the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The Ordinance does not have a direct impact on Economic Development in the City of Roseville. However, the indirect impact of increasing the density of the cellular data network in the City could be seen as an economic benefit.

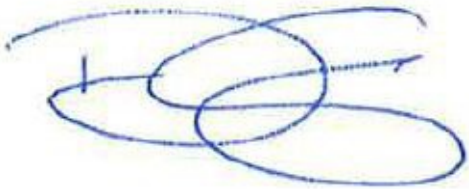
ENVIRONMENTAL REVIEW

The proposed RMC revisions to accommodate wireless telecommunication facilities would allow for the installation of new utility poles and installation of related ground equipment to support “small cell” facilities within public right-of-way. These activities are categorically exempt from CEQA under Classes 3 (New Construction or Conversion of Small Structures), and 4 (Minor Alterations to Land). The Exemption(s) has been prepared and no further CEQA action is required.

Respectfully Submitted,

Derek Ogden, Senior Planner

Mike Isom, Acting Development Services Director



Dominick Casey, Acting City Manager

ATTACHMENTS:

Description

Resolution No. 18-180

Attachment 1 - proposed ordinance

Attachment 2 - Examples of Small Cell Facilities

Attachment 3 - Planning Commission Staff Report

RESOLUTION NO. 18-180

ADOPTING APPLICATION FEE DEPOSITS FOR A WIRELESS
TELECOMMUNICATIONS FACILITIES PERMIT AND A MASTER WIRELESS
TELECOMMUNICATIONS FACILITIES PERMIT AND INCORPORATING THE FEES
INTO THE SCHEDULE OF USER AND REGULATORY FEES

WHEREAS, Chapter 13.30 of the Roseville Municipal Code is being added to establish wireless telecommunications facilities permits and master wireless telecommunications facilities permits; and

WHEREAS, staff recommends City Council adopt a \$1,200.00 application fee deposit for a wireless telecommunications facilities permit and a \$1,200.00 application fee deposit for a master wireless telecommunications facilities permit; and

WHEREAS, user and regulatory fees are established by the City Council; and

WHEREAS, on January 18, 2017, City Council adopted a Schedule of User and Regulatory Fees to allow for consolidation of the schedule of fees and help formally establish a pattern for annual review and update, including annual inflationary adjustments; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that a \$1,200.00 application fee deposit for a wireless telecommunications facilities permit and a \$1,200.00 application fee deposit for a master wireless telecommunications facilities permit are hereby adopted.

BE IT FURTHER RESOLVED that these fees are incorporated into the City's current master Schedule of User and Regulatory Fees.

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. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER
13.30 TO TITLE 13 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WIRELESS
TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY AND
AMENDING SECTION 19.34.010 OF CHAPTER 19.34 OF TITLE 19 OF THE ROSEVILLE
MUNICIPAL CODE REGARDING ANTENNAS AND COMMUNICATIONS FACILITIES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 13.30 of Title 13 is hereby added to the Roseville Municipal Code
and shall read as follows:

Chapter 13.30

WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY

13.30.010 Purpose.

The purpose and intent of this chapter is to provide a uniform and comprehensive set of regulations and standards for the permitting, development, siting, installation, design, operation, and maintenance of wireless telecommunications facilities in the city's public right-of-way.

These regulations are intended to prescribe clear and reasonable criteria to assess and process applications in a consistent and expeditious manner, while reducing the impacts associated with wireless telecommunications facilities. This chapter provides standards necessary:

- A. For the preservation of the public right-of-way in the city for the maximum benefit and use of the public;
- B. To promote and protect public health and safety, community welfare, visual resources, and the aesthetic quality of the city consistent with the goals, objectives and policies of the general plan; and
- C. To provide for the orderly, managed and efficient development of wireless telecommunications facilities in accordance with state and federal laws, rules and regulations.

13.30.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Accessory equipment" means any equipment associated with the installation of a wireless telecommunications facility, including but not limited to cabling, generators, fans, air conditioning units, electrical panels, equipment shelters, equipment cabinets, equipment buildings, pedestals, meters, vaults, splice boxes, uninterruptible power supplies, and surface location markers.

"Antenna" means that part of a wireless telecommunications facility which is designed to radiate or receive radio frequency signals.

“Base station” means a structure or equipment at a fixed location that enables Federal Communications Commission's (“FCC”) licensed or authorized wireless communications between user equipment and a communications network.

"Cellular" means an analog or digital wireless telecommunications technology that is based on a system of interconnected neighboring cell sites.

“City” means the City of Roseville or a designated agent of the City of Roseville.

“City-owned property” means any property owned, rented or leased by the city, or in which the city has the right to use or occupancy by virtue of an easement or other similar interest, excluding the public right-of-way. For purposes of this definition, “property” includes real property or improvements thereon, and personal property, fixtures or equipment.

"Code" means the Roseville Municipal Code.

"Co-Location" means the mounting or installation of transmission equipment on an eligible support structure which is for the purpose of transmitting and/or receiving radio frequency signal for communication purposes.

"COW" means a "cell on wheels," which is a wireless telecommunications facility temporarily rolled in or temporarily installed.

"Director" means the director of development services, or his or her designee.

“Eligible facilities” means the modification of an existing wireless tower or base station that involves the co-location of new transmission equipment, the removal of transmission equipment, or the replacement of transmission equipment as defined in 47 U.S.C. § 1455 or its successor statute.

“Eligible support structure” means any tower or base station provided that it is existing at the time the application is filed with the city.

"Facility(ies)" means wireless telecommunications facilities.

"Ground-mounted" means placed directly on the ground.

"Located within the public right-of-way" includes any facility which in whole or in part, itself or as part of another structure, rests upon, in, over, or under the public right-of-way.

"Modification" means a change to an existing wireless telecommunications facility that involves any of the following: co-location, expansion, alteration, enlargement, intensification, reduction, augmentation, removal of transmission equipment, or replacement of transmission equipment, including, but not limited to, changes in size, shape, color, visual design, or exterior material. "Modification" does not include repair, replacement (excluding replacement of transmission equipment) or maintenance if those actions do not involve a change to the existing facility involving any of the following: co-location, expansion, alteration, enlargement, intensification, reduction, or augmentation.

"Monopole" means a structure composed of a pole or tower used to support antennas or related equipment. A monopole also includes a monopine, monopalm and similar monopoles camouflaged to resemble faux trees or other faux objects attached on a monopole (e.g., water tower).

"Mounted" means attached or supported.

"Permittee" shall include the applicant and all successors in interest to the wireless telecommunications facilities permit.

"Pole" means a single shaft of wood, steel, concrete or other material capable of supporting the equipment mounted thereon in a safe and adequate manner and as required by provisions of this code.

"Public right-of-way" means the area on, below, or above a public roadway, highway, street, or alley that is owned by the city, publicly held by the city or dedicated to the city for public use and over which the city has jurisdiction and control and may lawfully grant access pursuant to applicable law. "Public right-of-way" shall also include: (1) public utility easements adjacent to public roadways, highways, streets, or alleys that are under the jurisdiction and control of the city wherein the city now or hereafter acquires the right to locate or permit the location of wireless telecommunications facilities, provided that the terms and conditions of any such easement expressly allow, or any restrictions thereon do not expressly prohibit, the use of the particular easement for purposes other than which it was conveyed, dedicated or condemned; and (2) all landscape corridors adjacent to public roadways, highways, streets, or alleys that are owned by the city, publicly held by the city or dedicated to the city for public use and over which the city has jurisdiction and control and may lawfully grant access pursuant to applicable law.

"Public right-of-way" shall not include: (1) county, state or federal rights-of-way; (2) property owned by any person other than the city; (3) service entrances or driveways leading from the road or street onto adjoining property; or (4) except as described above, any real or personal property of the city, such as, but not limited to, bike trails, city parks, buildings, fixtures, poles, conduits, sewer lines, facilities, or other structures or improvements, regardless of whether they are situated in the public right-of-way.

"Street light pole" means a pole located on the edge of the public right-of-way containing a raised source of light whose main purpose is to light the public right-of-way.

“Substantial evidence” means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

"Telecommunications tower" means a freestanding structure designed and primarily used to support wireless telecommunications facility antennas.

“Tower” means any structure built for the sole or primary purpose of supporting any FCC licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

“Traffic signal pole” means a pole containing signaling devices positioned at road intersections, pedestrian crossings, and other locations to control the flow of traffic.

"Utility pole" means any pole or tower owned by any utility company that is primarily used to support wires or cables necessary to the provision of electrical or other utility services.

"Wireless telecommunications facility," "facility" or "facilities" mean any facility that transmits and/or receives electromagnetic waves. It includes, but is not limited to, antennas and/or other types of equipment for the transmission or receipt of such signals, telecommunications towers or similar structures supporting such equipment, related accessory equipment, equipment buildings, parking areas, fences, and other accessory development.

The term "wireless telecommunications facility" does not apply to the following:

- A. Government owned and operated telecommunications facilities.
- B. Emergency medical care provider-owned and operated telecommunications facilities.

C. A mobile wireless telecommunications facility operated by the media on a temporary basis at various locations in the city to provide public information coverage of news events.

D. Any wireless telecommunications facilities exempted from this code by state or federal law.

"Wireless telecommunications services" means the provision of services using a wireless telecommunications facility or a wireless telecommunications co-location facility, and shall include, but is not limited to, the following services: personal wireless services as defined in the federal Telecommunications Act of 1996 at 47 U.S.C. § 332(c)(7)(C) or its successor statute, cellular service, personal communication service, and/or data radio telecommunications.

13.30.030 Applicability.

A. This chapter applies to the siting, construction or modification of any and all wireless telecommunications facilities proposed to be located in the public right-of-way.

B. This chapter does not apply to the following:

1. Wireless telecommunication facilities not located within the public right-of-way.

These facilities are regulated by Chapter 19.34 of the Roseville Municipal Code.

2. Amateur radio facilities.

3. Over the air reception devices ("OTARD") antennas.

4. Facilities owned and operated by the city for its use.

5. Any entity legally entitled to an exemption pursuant to state or federal law or governing franchise agreement.

6. Wireless telecommunications facilities proposed to be located on city-owned property.

7. Wireless telecommunications facilities proposed to be located on city-owned street light poles, traffic signal poles, and utility poles located in the public right-of-way.

8. Like-kind replacements of antennas or accessory equipment.

13.30.040 Wireless telecommunications facility permit requirements.

A. Wireless Telecommunications Facilities Permit.

1. A wireless telecommunications facilities permit, subject to the director's approval, may be issued for new facilities or co-locations or modifications to existing facilities that comply with all applicable provisions in this chapter without need for an exception pursuant to Section 13.30.160 (Exceptions).

B. Master Wireless Telecommunications Facilities Permit.

1. Any applicant that seeks approval for five (5) or more wireless telecommunications facilities located within a one (1) mile radius (including new facilities and co-locations to existing facilities) may elect to submit an application for a master wireless telecommunications facilities permit subject to the director's approval. The proposed facilities in a master plan shall be reviewed together at the same time and subject to the same requirements and procedures applicable to a wireless telecommunications facilities permit.

2. A master wireless telecommunications facilities permit shall be deemed an approval for all wireless telecommunications facilities within the master plan; provided, however, that an individual encroachment permit shall be required for each wireless telecommunications facility.

3. After the director approves a master wireless telecommunications facilities permit, any deviations or alterations from the approved master plan for an individual wireless telecommunications facility shall require a new wireless telecommunications facilities permit.

C. Other Permits Required. In addition to any permit that may be required under this chapter, the applicant must obtain all other required prior permits or other approvals from other city departments, or state or federal agencies, including but not limited to building and encroachment permits. Any permit granted under this chapter is subject to the conditions and/or requirements of other required prior permits or other approvals from other city departments, state or federal agencies.

D. Eligible Applicants. Only applicants who have been granted the right to enter the public right-of-way pursuant to state or federal law shall be eligible for a permit to install or modify a wireless telecommunications facility or a wireless telecommunications co-location facility in the public right-of-way.

E. Speculative Equipment Prohibited. The city finds that the practice of pre-approving wireless equipment or other improvements that the applicant does not presently intend to install but may wish to install at some undetermined future time does not serve the public's best interest. The city shall not approve any equipment or other improvements in connection with a wireless telecommunications facility permit when the applicant does not actually and presently intend to install such equipment or construct such improvements.

13.30.050 Application for wireless telecommunications facility permits.

A. Application. In addition to the information required of an applicant for an encroachment permit or any other permit required by this code, each applicant requesting approval of the installation or modification of a wireless telecommunications facility in the public right-of-way shall fully and completely submit to the city a written application on a form prepared by the director.

B. Application Contents. The director shall develop an application form and make it available to applicants upon request. The application form for new wireless telecommunications facilities to be installed in the public right-of-way, or for modifications to existing wireless telecommunications facilities, shall require the following information, in addition to all other information determined necessary by the director:

1. The name, address and telephone number of the applicant, owner and the operator of the proposed or modified facility.

2. If the applicant is an agent, the applicant shall provide a duly executed letter of authorization from the owner of the facility. If the owner will not directly provide wireless telecommunications services, the applicant shall provide a duly executed letter of authorization from the person(s) or entity(ies) that will provide those services.

3. If the facility will be located on or in the property of someone other than city owned infrastructure or the owner of the facility (e.g., non-city owned utility pole, utility cabinet, vault, or cable conduit), the applicant shall provide a duly executed written authorization from the property owner(s) authorizing the placement of the facility on or in the property owner's property.

4. A list of applicant's existing facilities located in the city and any pending applications with the city.

5. Detailed engineering plans of the proposed facility and related report documenting the following:

a. Height, length, diameter and design of the facility, including technical engineering specifications, together with evidence that demonstrates that the proposed facility has been designed to be the least visible equipment within the particular technology the carrier chooses to deploy. A layout plan, section and elevation of the tower structure shall be included.

b. A photograph and model name and number of each piece of equipment included.

c. Power output and operating frequency for the proposed antenna.

d. Total anticipated capacity of the structure, indicating the number, types, power, and frequency ranges of applicant's antennas, which can be accommodated.

e. Sufficient evidence to the city's satisfaction of the structural integrity of the pole or other supporting structure as required by the city.

f. Electric service requirements to include metered service pedestal location, pedestal manufacturer and cut sheet, main bussing size of service in amps, voltage requested, service entrance conductor quantity and size, and load calculations.

g. Structural load calculations if planning on attaching antennae on existing poles or towers that shows the existing structure and base can support the new load without being replaced.

6. Site plan(s) to scale, specifying and depicting the exact proposed location of the pole, pole diameter, antennas, accessory equipment, public right-of-way, access or utility easements, landscaped areas, existing utilities, adjacent land uses, sidewalk, curb, road, street signs, traffic control devices, and showing compliance with Section 13.30.070 (Requirements for Facilities within the Public Right-of-Way).

7. Scaled elevation plans of proposed poles, antennas, accessory equipment, and related landscaping and screening.

8. If the applicant requests an exception to the requirements of this chapter (in accordance with Section 13.30.160 (Exceptions)), the applicant shall provide all information and studies necessary for the city to evaluate that request except that for eligible facilities, the city may only require the applicant to provide documentation or information only to the extent reasonably related to determining whether the request for an exception meets the requirements of this chapter.

9. An accurate visual impact analysis showing the maximum silhouette, color and finish palette and proposed screening for the facility, including scaled photo simulations from at least three (3) different angles. A visual impact analysis shall not be required for eligible facilities or for any application that will not impact appearance, such as a modification to equipment behind existing screening.

10. Completion of the radio frequency ("RF") emissions exposure guidelines checklist contained in Appendix A to the FCC's "Local Government Official's Guide to Transmitting Antenna RF Emission Safety" to determine whether the facility will be "categorically excluded" as that term is used by the FCC.

11. For a facility that is not categorically excluded under the FCC regulations for RF emissions, the applicant shall submit an RF exposure compliance report prepared and certified by an RF engineer acceptable to the city that certifies that the proposed facility will comply with applicable federal RF exposure standards and exposure limits. The RF report must include the actual frequency and power levels (in watts effective radio power "ERP") for all existing and proposed antennas at the site and exhibits that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC). Each such boundary shall be clearly marked and identified for every transmitting antenna at the project site.

12. A traffic control plan for any work or staging of work within the traveled way including streets and sidewalks.

13. Copies of any documents that the applicant is required to file pursuant to Federal Aviation Administration ("FAA") regulations for the facility.

14. A noise study prepared by a qualified acoustic engineer documenting that the level of noise to be emitted by the proposed wireless telecommunications facility will comply with this code including Section 13.30.070(A)(16)(b), if requested by the director. In lieu of a noise study, the applicant may submit manufacturer specifications demonstrating no noise emissions. No noise study shall be required for modifications that will not introduce new noise-generating equipment.

15. Except for eligible facilities, a scaled conceptual landscape plan shall be prepared by a licensed landscape architect showing existing trees and vegetation and all proposed landscaping, concealment, screening and proposed irrigation with a discussion of how the chosen material at maturity will screen the site. Plans shall include repairs of any irrigation and plant replacements impacted by the proposed wireless telecommunications facility consistent with the city's parks construction standards.

16. A written description identifying the geographic service area for the subject installation including geographic maps, that identifies the location of the proposed facility in relation to all existing and planned facilities maintained within the city by each of the applicant, operator, and owner, if different entities. This requirement shall not apply to eligible facilities. In addition, applicant shall not be required to identify the location of its proposed facility in relation to existing and planned facilities of other entities.

17. Certification that applicant, owner, or operator is a telephone corporation or a statement providing the basis for its claimed right to enter the public right-of-way. If the applicant has a certificate of public convenience and necessity ("CPCN") issued by the California Public Utilities Commission, it shall provide a copy of its CPCN.

18. An application fee as established by resolution adopted by the city council, as amended from time to time.

19. Any other information and/or studies determined necessary by the director.

C. Effect of State or Federal Law Change. In the event a subsequent state or federal law prohibits the collection of any information required by Section 13.30.050(B), the director is authorized to omit, modify or add to that request from the city's application form. Nonetheless,

for requests for eligible facilities, the director shall not require the applicant to submit information beyond what is necessary to determine whether the proposed facility qualifies as an eligible facility which must be approved by law.

13.30.060 Review procedure.

A. Pre-submittal Conference. Prior to application submittal, the city strongly encourages all applicants to schedule and attend a pre-submittal conference with applicable city staff to receive informal feedback on the proposed location, design and application materials. The pre-submittal conference is intended to identify potential concerns and streamline the formal application review process after submittal. Development services department staff will endeavor to provide applicants with an appointment within approximately seven (7) calendar days after receipt of a written request and include other city departments as necessary.

B. Notice; Decisions. The provisions in this section describe the procedures for approval and any required notice for an application.

1. Director's Decision Notice; Public Hearings. The director may approve, or conditionally approve, an application only after he or she makes the findings required in Section 13.30.080 (Findings). Notice of an intent to approve a wireless telecommunications facilities permit shall be mailed or delivered at least ten (10) calendar days prior to an action to the applicant, the property owner, all property owners, as shown on the most recent secured assessor's roll, within three hundred (300) feet of the location where the wireless telecommunications facility is proposed to be located, and all persons who have requested notice. No public hearing shall be required unless a public hearing is requested in writing by anyone

wanting to comment on the project prior to the scheduled approval date. Alternatively, if the director determines that because of the location, size or design of the wireless telecommunications facility that a public hearing should be required, the director shall refer the project for a public hearing within the applicable shot clock period. If a public hearing is requested or required, the director shall schedule and notice the project for public hearing by the planning commission. If no public hearing is requested or required, within five (5) calendar days after the director approves or conditionally approves an application under this chapter, the director shall mail a notice of the decision to the applicant at the address appearing on the application.

2. Notice of Shot Clock Expiration. The city acknowledges there are federal and state shot clocks which may be applicable to a proposed wireless telecommunications facility. That is, federal and state law provide time periods in which the city must approve or deny a proposed wireless telecommunications facility. As such, the applicant is required to provide the city written notice of the expiration of any shot clock, which the applicant shall ensure is received by the city (e.g., overnight mail) no later than twenty (20) calendar days prior to the expiration.

3. Written Decision Required. All final decisions made pursuant to this chapter shall be in writing and based on substantial evidence in the written administrative record. The written decision shall include the reasons for the decision.

C. Appeals. Any aggrieved person or entity may appeal a decision by the director to the planning commission in accordance with the provisions set forth in Chapter 19.80 (Appeals). Any aggrieved person or entity may appeal a decision by the planning commission to the city

council in accordance with the provisions set forth in Chapter 19.80 (Appeals). All noticing and public hearing requirements shall be as set forth in Chapter 19.80 (Appeals).

13.30.070 Requirements for facilities within the public right-of-way.

A. Design and Development Standards. All wireless telecommunications facilities that are located within the public right-of-way shall be designed and maintained as to minimize visual, noise and other impacts on the surrounding community and shall be planned, designed, located, and erected in accordance with the city's design and construction standards and the following:

1. General Guidelines.

a. The applicant shall employ screening, undergrounding and camouflage design techniques in the design and placement of wireless telecommunications facilities in order to ensure that the facility is as visually screened as possible. Site lines for vehicular safety should be considered when adding screening.

b. All wireless telecommunications facilities that are located within the public right-of-way shall not obstruct vehicular travel, pedestrian travel, or any public utility.

c. Screening shall be designed to be architecturally compatible with surrounding structures using appropriate techniques to camouflage, disguise, and/or blend into the environment, including landscaping, color, and other techniques to minimize the facility's visual impact as well as be compatible with the architectural character of the surrounding buildings or structures in terms of color, size, proportion, style, and quality.

d. Screening of the metered service pedestal shall meet the minimum clear working space requirements per Section 10 of Roseville Electric's Specification for Commercial Construction, as amended from time to time.

e. All proposed equipment shall meet the minimum street light clear area per Section 10 of Roseville Electric's Specification for Commercial Construction, as amended from time to time.

f. If feasible, wireless telecommunications facilities shall not be installed directly in front of a residence. In locations where homes are only along one side of a street, it is the city's preference that such facilities be installed along the side of the street with no homes.

g. All network communications and power shall have a means of disconnection at the pole so that utility workers can turn off the antennae and accessory equipment while working on the pole.

2. Metered Service Pedestal. All power required shall come from an approved metered service location. The metered power pedestal shall meet the requirements of Roseville Electric's Metered Service Pedestal Requirements and the Roseville Electric approved pages of the Electric Utility Service Entrance Requirements Committee ("EUSERC"). All metered pedestals or any other above ground equipment shall be located a minimum of 3' from the edge of any existing joint utility trench. The owner or permittee is responsible for providing and paying for their own power. Any service pedestal with backup generation provisions must be disconnected from the utility service prior to operating any backup generation so that it does not back feed onto the utility system when in use. Any permanently installed backup generation will require a

break-before-make automatic transfer switch.

3. Traffic Safety. All facilities shall be designed and located in such a manner as to avoid adverse impacts on traffic safety including sight distance requirements, traffic control and sign visibility, Americans with Disabilities Act (“ADA”) requirements, and minimum road clearances.

4. Blending Methods. All facilities shall have subdued colors and non-reflective materials that blend with the materials and colors of the surrounding area and structures.

5. Equipment. It is the city’s preference that antenna elements be flush mounted or top mounted, to the extent feasible. All antenna mounts shall be designed so as not to preclude possible future co-location by the same or other operators or carriers.

6. New Poles in the Public Right-of-Way. If new poles are proposed in the public right-of-way the following requirements shall apply:

a. Such new poles shall be designed to resemble existing poles in the public right-of-way near that location, including size, height, color, materials and style, with the exception of any existing pole designs that are scheduled to be removed and not replaced.

b. Except for eligible facilities, the maximum height of any antenna shall not exceed ten (10) feet above the average height of any nearby poles.

c. Such new poles shall be located at least twenty-five (25) feet from any existing pole to the extent feasible.

d. Such new poles shall be located to the extent feasible in an area where there is an existing natural or other feature that obscures the view of the pole. The applicant shall further

employ concealment techniques to blend the pole with said features including but not limited to the addition of vegetation if appropriate.

e. Except for eligible facilities, a new pole justification analysis shall be submitted to demonstrate why existing infrastructure cannot be utilized and demonstrating the new pole is the least intrusive means possible including a demonstration that the new pole is designed to be the minimum functional height and width required to support the proposed facility.

f. All new poles and structures shall meet the minimum clearances to electric and other utility facilities per California Public Utilities Commission General Orders 95 and 128, as may be revised or superseded.

g. The owner must provide an engineered study demonstrating the minimum safe working distance from owner's active equipment. In addition, the minimum safe working distance must be clearly posted on the equipment. The owner shall also provide a method and procedure of disabling that same equipment if work closer than the minimum safe working distance is required.

h. All new poles shall be located such that there will be a minimum of 3' of native soil between the edge of any existing joint utility trench and the edge of the new pole or base.

i. All cables, including, but not limited to, electrical and utility cables, shall be run within the interior of the pole and shall be camouflaged or hidden to the fullest extent feasible. For all wooden poles wherein interior installation is infeasible, conduit and cables attached to the exterior of poles shall be mounted flush thereto and painted to match the pole.

7. Space. It is the city's preference that each facility shall be designed to occupy the least amount of space in the public right-of-way that is technically feasible.

8. Wind Loads. Each facility shall be properly engineered to withstand wind loads as required by this code or any duly adopted or incorporated code. An evaluation of high wind load capacity shall include the impact of modification of an existing facility.

9. Obstructions. Each component part of a facility shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, incommode the public's use of the public right-of-way, or safety hazards to pedestrians and motorists and in compliance with Sections 19.95.030(C)(3) and (C)(4) (Zoning Ordinance Definitions) so as not to obstruct the clear vision triangle.

10. Public Facilities. A facility shall not be located within any portion of the public right-of-way interfering with access to a fire hydrant, fire station, police station, fire escape, water valve, underground and pad mount utility vaults and structures, valve housing structure, bus stop, transportation facility, or any other public health or safety facility.

11. Screening. All ground-mounted facilities, pole-mounted equipment, or walls, fences, landscaping or other screening methods shall be installed at least eighteen (18) inches from the face of curb.

12. Accessory Equipment. Not including the electric meter, it is the city's preference that all accessory equipment be located underground if feasible.

a. If accessory equipment will be ground-mounted, such accessory equipment shall:

- (i) be enclosed within a structure;
- (ii) be located in adjacent landscape corridors if feasible;
- (iii) not exceed a height of five (5) feet and a total footprint of fifteen (15) square feet; and
- (iv) be fully screened and/or camouflaged, including the use of landscaping, architectural treatment, or acceptable alternate screening. Required electrical meter cabinets shall be screened and/or

camouflaged and located in adjacent landscape corridors if feasible. Screening of the metered service pedestal shall meet the minimum clear working space requirements of Roseville Electric's Specifications for Commercial Construction, as amended from time to time.

b. If feasible, above-ground accessory equipment shall not be installed directly in front of a residence. In locations where homes are only along one side of a street, it is city's preference that such above-ground accessory equipment be installed along the side of the street with no homes.

13. Landscaping. Except for eligible facilities and where appropriate, each facility shall be installed so as to maintain and enhance existing landscaping on the site, including trees, foliage and shrubs. Additional landscaping shall be planted, irrigated and maintained at applicant's expense where such landscaping is deemed necessary by the city to provide screening or to conceal the facility.

14. Signage. No facility shall bear any signs or advertising devices other than certification, warning or other signage required by law or permitted by the city.

15. Lighting.

a. No facility may be illuminated unless specifically required by the FAA or other government agency. Beacon lights are not permitted unless required by the FAA or other government agency.

b. Legally required lightning arresters and beacons shall be included when calculating the height of facilities such as towers, lattice towers and monopoles.

c. Any required lighting shall be shielded to eliminate, to the maximum extent possible, impacts on the surrounding neighborhoods.

d. Unless otherwise required under FAA or FCC regulations, applicants may install only timed or motion-sensitive light controllers and lights, and must install such lights so as to avoid illumination impacts to adjacent properties to the maximum extent feasible. The city may, in its discretion, exempt an applicant from the foregoing requirement when the applicant demonstrates a substantial public safety need.

e. The applicant shall submit a lighting study which shall be prepared by a qualified lighting professional to evaluate potential impacts to adjacent properties. Should no lighting be proposed, no lighting study shall be required.

16. Noise.

a. Backup generators shall only be operated during periods of power outages, and shall not be tested on weekends or holidays, or between the hours of 7:00 p.m. and 7:00 a.m.

b. At no time shall equipment noise from any facility exceed the exterior noise levels set forth in Chapter 9.24 (Noise Regulation).

17. Security. Each facility shall be designed to be resistant to, and minimize opportunities for, unauthorized access, climbing, vandalism, graffiti and other conditions that would result in hazardous situations, visual blight or attractive nuisances. The director may require the provision of warning signs, fencing, anti-climbing devices, or other techniques to prevent unauthorized access and vandalism when, because of their location and/or accessibility, a facility has the potential to become an attractive nuisance. Additionally, no lethal devices or elements or electric fences shall be installed as a security device.

18. Timeframe to Construct. The installation and construction approved by a wireless telecommunication facility permit shall begin within one (1) year after its approval or it will expire without further action by the city.

B. Conditions of Approval. In addition to compliance with the design and development standards outlined in this section, all facilities shall be subject to the following conditions of approval (approval may be by operation of law), as well as any modification of these conditions or additional conditions of approval deemed necessary by the director:

1. The permittee shall submit an as-built drawing within ninety (90) calendar days after installation of the facility. As-builts shall be in an electronic format acceptable to the city which can be linked to the city's GIS.

2. The permittee shall submit and maintain current at all times basic contact and site information on a form to be supplied by the city. The permittee shall notify the city of any changes to the information submitted within thirty (30) calendar days of any change, including change of the name or legal status of the owner or operator. This information shall include, but is not limited to, the following:

a. Identity, including the name, address and 24-hour local or toll free contact phone number of the permittee, the owner, the operator, and the agent or person responsible for the maintenance of the facility.

b. The legal status of the owner of the wireless telecommunications facility.

3. The permittee shall notify the city in writing at least ninety (90) calendar days prior to any transfer or assignment of the permit. The written notice required in this section must include:

- a. The transferee's legal name;
- b. The transferee's full contact information; and
- c. A statement signed by the transferee that the transferee shall accept all permit terms and conditions.

The director may require the transferor and/or the transferee to submit any materials or documentation necessary to determine that the proposed transfer complies with the existing permit and all its conditions of approval, if any. Such materials or documentation may include, but shall not be limited to: federal, state and/or local approvals, licenses, certificates or franchise agreements; statements; photographs; site plans and/or as-built drawings; and/or an analysis by a qualified radio frequency engineer demonstrating compliance with all applicable regulations and standards of the FCC. Noncompliance with the permit and all its conditions of approval, if any, or failure to submit the materials required by the director shall be a cause for the city to revoke the applicable permits pursuant to and following the procedure set on in Section 13.30.150 (Removal and Restoration—Permit Expiration, Revocation or Abandonment).

4. At all times, all required notices and/or signs shall be posted on the site as required by the FCC, California Public Utilities Commission, any applicable licenses or laws, and as approved by the city. The location and dimensions of a sign bearing the emergency contact name and telephone number shall be posted pursuant to the approved plans.

5. Permittee shall pay for and provide a performance bond or other form of security approved by the city attorney's office, which shall be in effect until the facilities are fully and completely removed and the site reasonably returned to its original condition, to cover permittee's obligations under these conditions of approval and this code. The security instrument

coverage shall include, but not be limited to, removal of the facility. The amount of the security instrument shall be calculated by the applicant in its submittal documents in an amount rationally related to the obligations covered by the bond and shall be specified in the conditions of approval. Before issuance of any building permit, permittee must submit said security instrument.

6. If a nearby property owner or tenant registers a noise complaint, the city shall forward the same to the permittee. Said complaint shall be reviewed and evaluated by the permittee. The permittee shall have fourteen (14) calendar days to file a written response regarding the complaint which shall include any applicable remedial measures. If the city determines the complaint is valid and the permittee has not taken any steps to minimize the noise, the city may hire a consultant to study, examine and evaluate the noise complaint and the permittee shall pay the fee for the consultant. The matter shall be reviewed by the director. If the director determines sound proofing or other sound attenuation measures should be required to bring the project into compliance with the code, the director may impose conditions on the facility to achieve said objective pursuant to Section 13.30.070(B)(8). In addition, violations of the city's noise ordinance may result in the enforcement proceedings, penalties, and remedies authorized by Chapters 2.50 and 2.52 of the Roseville Municipal Code.

7. A condition setting forth the permit expiration date in accordance with Section 13.30.130 (Permit Term and Renewals) shall be included in the conditions of approval.

8. The wireless telecommunications facility shall be subject to such conditions, changes or limitations as are from time to time deemed necessary by the director for the purpose of: (a) protecting the public health, safety, and welfare; (b) preventing interference with

pedestrian and vehicular traffic; and/or (c) preventing damage to the public right-of-way or any adjacent property. The city may modify the permit to reflect such conditions, changes or limitations by following the same notice requirements as are applicable to the underlying permit for similarly located facilities, except the permittee shall be given notice by personal service or by registered or certified mail at the last address provided to the city by the permittee.

9. The permittee shall not transfer the permit to any person prior to the completion of the construction of the facility covered by the permit, unless and until the transferee of the permit has submitted the security instrument required by Section 13.30.070(B)(5).

10. The permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement or property without the prior consent of the owner of that structure, improvement or property. No structure, improvement or property owned by the city shall be moved to accommodate a wireless telecommunications facility unless the city determines that such movement will not adversely affect the city or any surrounding businesses or residents, and the permittee pays all costs and expenses related to the relocation of the city's structure, improvement or property. Prior to commencement of any work pursuant to an encroachment permit issued for any facility within the public right-of-way, the permittee shall provide the city with documentation establishing to the city's satisfaction that the permittee has the legal right to use or interfere with any other structure, improvement or property within the public right-of-way to be affected by applicant's facilities.

11. To the fullest extent allowed by law and except for those matters caused by the city's sole negligence or willful misconduct, the permittee shall assume full liability for any damages or injuries caused to any property or person by the facility which resulted from or arose out of permittee's willful misconduct or negligent act.

12. The permittee shall repair, at its sole cost and expense, any damage including, but not limited to subsidence, cracking, erosion, collapse, weakening, or loss of lateral support to city streets, sidewalks, walks, curbs, gutters, landscaping, irrigation, parkways, street lights, traffic signals, improvements of any kind or nature, or utility poles, lines and systems, underground utility line and systems, or sewer systems and sewer lines that result from any activities performed in connection with the installation and/or maintenance of a wireless telecommunications facility in the public right-of-way. The permittee shall restore such areas, structures and systems to the condition in which they existed prior to the installation or maintenance that necessitated the repairs. Such time period for correction shall be based on the facts and circumstances, danger to the community and severity of the disrepair. Should the permittee not make said correction within the time period allotted, the city shall cause such repair to be completed at permittee's sole cost and expense.

13. No facility shall be permitted to be installed in the drip line of any tree in the public right-of-way or in the minimum street light clear area of any publicly owned street light per Section 10 of Roseville Electric's Specifications for Commercial Construction, as amended from time to time.

14. Insurance. The permittee shall obtain, pay for and maintain, in full force and effect until the facility approved by the permit is removed in its entirety from the public right-of-way, an insurance policy or policies of commercial general liability insurance, with minimum limits of \$2,000,000 for each occurrence and \$4,000,000 in the aggregate, that fully protects the city from claims and suits for bodily injury and property damage. Alternatively, the permittee may self-insure under these same terms. The insurance must name the city and its elected and appointed council members, boards, commissions, officers, officials, agents, employees, and

volunteers as additional named insureds, be issued by an insurer admitted in the State of California with a rating of at least a A:VII in the latest edition of A.M. Best's Insurance Guide, and include an endorsement providing that the policies cannot be canceled or reduced except with thirty (30) calendar days prior written notice to the city, except for cancellation due to nonpayment of premium. The insurance provided by permittee shall be primary to any coverage available to the city, and any insurance or self-insurance maintained by the city and its elected and appointed council members, boards, commissions, officers, officials, agents, employees, and volunteers shall be excess of permittee's insurance and shall not contribute with it. The policies of insurance required by this permit shall include provisions for waiver of subrogation. In accepting the benefits of this permit, permittee hereby waives all rights of subrogation against the city and its elected and appointed council members, boards, commissions, officers, officials, agents, employees, and volunteers. The insurance must afford coverage for the permittee's and the wireless provider's use, operation and activity, representatives, agents, and employees, as determined by the city's risk manager. Before issuance of any building permit for the facility, the permittee shall furnish to the city's risk manager certificates of insurance and endorsements, in the form satisfactory to the city attorney or the risk manager, evidencing the coverage required by the city.

15. To the fullest extent allowed by law and except for those matters caused by the city's sole negligence or willful misconduct, permittee shall defend, indemnify, protect and hold harmless city, its elected and appointed council members, boards, commissions, officers, officials, agents, employees, and volunteers from and against any and all claims, actions, or proceedings against the city, and its elected and appointed council members, boards, commissions, officers, officials, agents, employees, and volunteers to attack, set aside, void or

annul, an approval of the city, planning commission or city council concerning this permit and the project. Such indemnification shall include damages of any type, judgments, awards, penalties, fines, defensive costs, or expenses, including, but not limited to, interest, reasonable attorneys' fees and expert witness fees, or liability of any kind related to or arising from such claim, action, or proceeding. The city shall promptly notify the permittee of any claim, action, or proceeding. Nothing contained herein shall prohibit city from participating in a defense of any claim, action or proceeding.

16. Additionally, to the fullest extent permitted by law, the permittee, and every permittee and person in a shared permit, jointly and severally, shall defend, indemnify, protect and hold the city and its elected and appointed council members, boards, commissions, officers, officials, agents, employees, and volunteers harmless from and against all claims, suits, demands, actions, losses, liabilities, judgments, settlements, costs (including, but not limited to, attorney's fees, interest and expert witness fees), or damages claimed by third parties against the city for any injury claim, and for property damage sustained by any person, arising out of or resulting from operation of the wireless telecommunications facility, or to any work done by or use of the public right-of-way by the permittee, owner or operator of the wireless telecommunications facility, or their agents, excepting only liability arising out of the sole negligence or willful misconduct of the city and its elected and appointed council members, boards, commissions, officers, officials, agents, employees, and volunteers.

17. Removal of Meter Cabinets. Should Roseville Electric not require the use of an above ground meter cabinet, the permittee shall at its sole cost and expense remove the meter cabinet and any related foundation within ninety (90) calendar days of electrical services being

offered and reasonably restore the area to its prior condition. An extension by Roseville Electric may be granted if circumstances arise outside of the control of the permittee.

18. Relocation. The permittee shall modify, remove, or relocate its facility, or portion thereof, without cost or expense to city, if and when made necessary by: (a) any public improvement project, including, but not limited to, the construction, maintenance, or operation of any underground or above ground facilities including but not limited to traffic signals, sewers, storm drains, conduits, gas, water, electric or other utility systems, or pipes owned by the city or any other public agency; (b) any abandonment of any street, sidewalk or other public facility; (c) any change of grade, alignment or width of any street, sidewalk or other public facility; or (d) a determination by the director or the public works director that the wireless telecommunications facility has become incompatible with public health, safety or welfare or the public's use of the public right-of-way. Such modification, removal, or relocation of the facility shall be completed within ninety (90) calendar days of notification by city unless exigencies dictate a shorter period for removal or relocation. Modification or relocation of the facility shall require submittal, review and approval of a modified permit pursuant to the code including applicable notice requirements. In the event the facility is not modified, removed, or relocated within said period of time, city may cause the same to be done at the sole cost and expense of permittee. Further, due to exigent circumstances including those of immediate or imminent threat to the public's health and safety, the city may modify, remove, or relocate wireless telecommunications facilities without prior notice to permittee provided permittee is notified within a reasonable period thereafter.

19. Permittee shall agree in writing that the permittee is aware of, and agrees to abide by, all conditions of approval imposed by the wireless telecommunications facility permit within

thirty (30) calendar days of permit issuance. The permit shall be void and of no force or effect unless such written consent is received by the city within said 30-day period.

C. Other Permits Required. In addition to any permit that may be required under this chapter, the applicant must obtain all other required prior permits or other approvals from other city departments, or state or federal agencies, including but not limited to building and encroachment permits. Any permit granted under this chapter is subject to the conditions and/or requirements of other required prior permits or other approvals from other city departments, state or federal agencies.

13.30.080 Findings.

No permit shall be granted for a wireless telecommunications facility unless all of the following findings are made by the director:

- A. All notices required for the proposed installation have been given.
- B. The proposed facility has been designed and located in compliance with all applicable provisions of this chapter.
- C. If applicable, the applicant has demonstrated its inability to locate on existing infrastructure.
- D. The applicant has provided sufficient evidence supporting the applicant's claim that it has the right to enter the public right-of-way pursuant to state or federal law.
- E. The applicant has demonstrated the proposed installation is supported by factual evidence and a meaningful comparative analysis to show that all alternative locations in the

public right-of-way and designs identified in the application review process were technically infeasible or not available.

F. All applicable fees have been paid.

G. The applicant has obtained any approvals that may be required under the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) to construct, install, and maintain the proposed wireless telecommunications facility.

13.30.090 Nonexclusive grant.

No permit or approval granted under this chapter shall confer any exclusive right, privilege, license or franchise to occupy or use the public right-of-way of the city for any purpose whatsoever. Further, no approval shall be construed as any warranty of title.

13.30.100 Temporary wireless telecommunications facilities in the public right-of-way.

A COW or other temporary wireless telecommunications facility shall be permitted for the duration of an emergency declared by the city or at the discretion of the director.

13.30.110 Operation and maintenance standards.

All wireless telecommunications facilities must comply at all times with the following operation and maintenance standards:

A. Unless otherwise provided herein, all necessary repairs and maintenance shall be completed by the permittee, owner, operator or any designated maintenance agent within forty-eight (48) hours:

1. After discovery of the need by the permittee, owner, operator or any designated maintenance agent; or

2. After permittee, owner, operator or any designated maintenance agent receives notification from the city.

B. Each permittee of a wireless telecommunications facility shall provide the director with the name, address and 24-hour local or toll free contact phone number of the permittee, the owner, the operator and the agent responsible for the maintenance of the facility ("contact information"). Contact information shall be updated within seven (7) calendar days of any change.

C. All facilities, including, but not limited to, telecommunication towers, poles, accessory equipment, lighting, fences, walls, shields, cabinets, artificial foliage or camouflage, and the facility site shall be maintained by the permittee, owner, or operator in good condition, including ensuring the facilities are reasonably free of:

1. General dirt and grease;
2. Chipped, faded, peeling, and cracked paint;
3. Rust and corrosion;
4. Cracks, dents, and discoloration;
5. Missing, discolored or damaged artificial foliage or other camouflage;

6. Graffiti, bills, stickers, advertisements, litter, and debris;
7. Broken and misshapen structural parts;
8. Exposed wires;
9. Missing pull box or hand hole lids or covers; and
10. Any damage from any cause including, but not limited to, vandalism.

D. All trees, foliage or other landscaping elements approved as part of the facility shall be maintained by the permittee, owner, or operator in good condition at all times, and the permittee, owner and operator of the facility shall be responsible for replacing any damaged, dead or decayed landscaping. No amendment to any approved landscaping plan may be made until it is submitted to and approved by the director.

E. The permittee shall replace its facilities, after obtaining all required permits, if maintenance or repair is not sufficient to return the facility to the condition it was in at the time of installation.

F. Each facility shall be operated and maintained to comply with all conditions of approval. Each permittee, owner, or operator of a facility shall routinely inspect each site to ensure compliance with the same and the standards set forth in this chapter.

G. Any damage to city owned utility, traffic signal or street light poles that is repaired or replaced by the city will be at the owner's expense.

H. Any damage to city owned equipment that is repaired or replaced by the city will be at the owner's expense.

I. The permittee, owner, operator, or their agents, must have in their possession at all times a city approved traffic control plan for any maintenance or repair work staged within the vehicle travel way, bicycle lanes, or sidewalks.

13.30.120 No dangerous condition or obstructions allowed.

No person shall install, use or maintain any facility which in whole or in part rests upon, in or over any public right-of-way, when such installation, use or maintenance violates the ADA or endangers or is reasonably likely to endanger the safety of persons or property, or when such site or location is used for public utility purposes, public transportation purposes or other governmental use, or when such facility unreasonably interferes with or unreasonably impedes the flow of pedestrian or vehicular traffic including any legally parked or stopped vehicle, the ingress into or egress from any residence or place of business, the use of poles, posts, traffic signs or signals, hydrants, mailboxes, permitted sidewalk dining, permitted street furniture or other objects permitted at or near said location.

13.30.130 Permit term and renewals.

A. Initial Term of Permit. Unless Government Code Section 65964, as may be amended, authorizes the city to issue a permit with a shorter term, a permit for any wireless telecommunications facility shall be valid for a period of ten (10) years, unless pursuant to another provision of this code it lapses sooner or is revoked.

B. Renewals. At the end of the initial ten (10) year term set forth in subsection A above, the director may renew a wireless telecommunications facility permit for an additional ten (10) year term provided that permittee is in compliance with the provisions of this chapter and further provided that permittee does not seek modifications to the permit. A wireless telecommunications facility permit that has been renewed once under this subsection may not be renewed for a second time. Instead, permittee may file a new application for a wireless telecommunications facility permit for the permitted wireless telecommunications facility at the same location.

C. Modifications. Permittees seeking modifications to expiring permits must file a new application for a wireless telecommunications facility permit for the permitted wireless telecommunications facility at the same location.

D. Applications. Applications for renewals or new permits must be filed within one hundred and eighty (180) calendar days prior to expiration. Such applications shall comply with the city's current code requirements for wireless telecommunications facilities and will be processed in accordance with the procedures set forth in this chapter.

13.30.140 Cessation of use or abandonment.

A. A wireless telecommunications facility is considered abandoned and shall be promptly removed as provided herein if it ceases to provide wireless telecommunications services for ninety (90) or more consecutive calendar days unless the permittee has obtained prior written approval from the director which shall not be unreasonably denied. If there are two

(2) or more users of a single facility, then this provision shall not become effective until all users cease using the facility.

B. The operator of a facility shall notify the city in writing of its intent to abandon or cease use of a permitted site or a nonconforming site (including unpermitted sites) within ten (10) calendar days of ceasing or abandoning use. Notwithstanding any other provision herein, the operator of the facility shall provide written notice to the director of any discontinuation of operations of thirty (30) calendar days or more.

C. Failure to inform the director of cessation or discontinuation of operations of any existing facility as required by this section shall constitute a violation of any approvals and be grounds for:

1. Litigation;
2. Revocation or modification of the permit;
3. Acting on any bond or other assurance required by this chapter or conditions of approval of the permit;
4. Removal of the facilities by the city in accordance with the procedures established under this code for abatement of a public nuisance at the owner's expense; and/or
5. Any other remedies permitted under this code or state or federal law.

13.30.150 Removal and restoration—Permit expiration, revocation or abandonment.

A. Upon the expiration date of the permit, including any extensions, earlier termination or revocation of the permit or abandonment of the facility, the permittee, owner or

operator shall remove its wireless telecommunications facility and restore the site to its natural condition except for retaining the landscaping improvements and any other improvements at the discretion of the city. Removal shall be in accordance with proper health and safety requirements and all ordinances, rules, and regulations of the city. The facility shall be removed from the property, at no cost or expense to the city.

B. Failure of the permittee, owner or operator to promptly remove its facility and restore the property to a condition satisfactory to the director within ninety (90) calendar days after expiration, earlier termination or revocation of the permit, or abandonment of the facility, shall be a violation of this code. Upon a showing of good cause, an extension may be granted by the director where circumstances are beyond the control of the permittee after expiration.

Further failure to abide by the timeline provided in this section shall be grounds for:

1. Prosecution;
2. Acting on any security instrument required by this chapter or conditions of approval of permit;
3. Removal of the facilities by the city in accordance with the procedures established under this code for abatement of a public nuisance at the owner's expense; and/or
4. Any other remedies permitted under this code or state or federal law.

C. Summary Removal. In the event the director or public works director determines that the condition or placement of a wireless telecommunications facility located in the public right-of-way constitutes a dangerous condition, obstruction of the public right-of-way, or an imminent threat to public safety, or determines other exigent circumstances require immediate corrective action (collectively, "exigent circumstances"), the director or public works director

may cause the facility to be removed summarily and immediately without advance notice or a hearing. Written notice of the removal shall include the basis for the removal and shall be served upon the permittee and person who owns the facility within seven (7) calendar days of removal and all property removed shall be preserved for the owner's pick-up as feasible. If the owner cannot be identified following reasonable effort or if the owner fails to pick-up the property within sixty (60) calendar days, the facility shall be treated as abandoned property and disposed of at the city's discretion without compensation to the owner.

D. Removal of Facilities by City. In the event the city removes a facility in accordance with nuisance abatement procedures or summary removal, any such removal shall be without any liability to the city for any damage to such facility that may result from reasonable efforts of removal. In addition to the procedures for recovering costs of nuisance abatement, the city may collect such costs from the performance bond posted and to the extent such costs exceed the amount of the performance bond, collect those excess costs in accordance with this code. Unless otherwise provided herein, the city has no obligation to store such facility. Neither the permittee, owner nor operator shall have any claim if the city destroys any such facility not timely removed by the permittee, owner or operator after notice, or removed by the city due to exigent circumstances.

13.30.160 Exceptions.

A. The city council recognizes that federal law prohibits a permit denial when it would effectively prohibit the provision of personal wireless services and the applicant proposes the least intrusive means to provide such services. The city council finds that, due to wide

variation among wireless facilities, technical service objectives and changed circumstances over time, a limited exemption for proposals in which strict compliance with this chapter would effectively prohibit personal wireless services serves the public interest. The city council further finds that circumstances in which an effective prohibition may occur are extremely difficult to discern, and that specified findings to guide the analysis promotes clarity and the city's legitimate interest in well-planned wireless facilities deployment. Therefore, in the event that any applicant asserts that strict compliance with any provision in this chapter, as applied to a specific proposed personal wireless services facility, would effectively prohibit the provision of personal wireless services, the director may grant an exception from strict compliance subject to the provisions in this section.

B. Required Findings. The director shall not grant any exception unless the applicant demonstrates all the following:

1. The proposed wireless facility qualifies as a "personal wireless services facility" as defined in United States Code, Title 47, Section 332(c)(7)(C)(ii);
2. There is a "significant gap" in service coverage as that term is defined by federal law;
3. The applicant has provided the city with a clearly defined potential site search area; and
4. The applicant has provided the city with a meaningful comparative analysis that demonstrates the lack of available and technologically feasible alternative facilities or site locations.

C. Scope. The director shall limit its exception to the extent to which the applicant demonstrates such exception is necessary to reasonably achieve its reasonable technical service objectives. The director may adopt conditions of approval as reasonably necessary to promote the purposes in this chapter and protect the public health, safety and welfare.

D. Independent Consultant. The city shall have the right to hire, at the applicant's reasonable expense, an independent consultant to evaluate issues raised by the exception and to submit recommendations and evidence in response to the application.

13.30.170 Location preferences.

Wireless telecommunications facilities located within the public right-of-way of local streets as identified in the general plan, if within a residential zone, are the least-preferred location.

13.30.180 Effect on other ordinances.

Compliance with the provisions of this chapter shall not relieve a person from complying with any other applicable provision of this code. In the event of a conflict between any provision of this chapter and other sections of this code, this chapter shall control.

13.30.190 State or federal law.

A. In the event it is determined by the city that state or federal law prohibits discretionary permitting requirements for certain wireless telecommunications facilities, such requirements shall be deemed severable and all remaining regulations shall remain in full force and effect. For those facilities, a ministerial permit shall be required prior to installation or modification of a wireless telecommunications facility, and all provisions of this chapter shall be applicable to any such facility with the exception that the required permit shall be reviewed and administered as a ministerial permit by the director rather than as a discretionary permit. Any conditions of approval set forth in this chapter or deemed necessary by the director shall be imposed and administered as reasonable time, place and manner rules.

B. If subsequent to the city's determination pursuant to subsection A above, the city determines that the law has changed and that discretionary permitting is permissible, all discretionary permitting requirements shall be reinstated.

C. All installations permitted pursuant to this chapter shall comply with all federal and state laws including but not limited to the ADA.

13.30.200 Nonconforming wireless telecommunications facilities in the public right-of-way.

A. Nonconforming wireless telecommunications facilities are those facilities that do not conform to this chapter.

B. Nonconforming wireless telecommunications facilities shall, within ten (10) years from the date such facility becomes nonconforming, be brought into conformity with all

requirements of this chapter; provided, however, that should the owner desire to expand or modify the facility, intensify the use, or make some other change in a conditional use, the owner shall comply with all applicable provisions of this code at such time, to the extent the city can require such compliance under federal and state law.

C. An aggrieved person may file an appeal to the city council of any decision of the director made pursuant to this section. In the event of an appeal alleging that the ten (10) year amortization period is not reasonable as applied to a particular property, the city council may consider the amount of investment or original cost, present actual or depreciated value, dates of construction, amortization for tax purposes, salvage value, remaining useful life, the length and remaining term of the lease under which it is maintained (if any), and the harm to the public if the structure remains standing beyond the prescribed amortization period, and set an amortization period accordingly for the specific property.

D. This section shall not apply to applications for eligible facilities.

13.30.210 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

SECTION 2. Section 19.34.010 of Chapter 19.34 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.34.010 Purpose.

This chapter establishes standards for the placement of telecommunication facilities on private property in all zoning districts and on public property not otherwise governed by Chapter 13.30 (Wireless Telecommunications Facilities in the Public Right-of-Way). It is the intent of this chapter to minimize the adverse impacts of such equipment and structures on neighborhoods and surrounding developments by limiting the height, number, and location of such devices.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

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

Attachment 2: Example of Small Cell application



Attachment 2: Example of Small Cell Facility on City Light Pole



ITEM 6B: WIRELESS TELECOMMUNICATIONS FACILITIES IN THE RIGHT-OF-WAY – CITYWIDE ORDINANCE, 311 VERNON ST. – FILE # PL18-0100

REQUEST

The application is a request to amend Chapter 19.34 of the Roseville Municipal Code (RMC) regarding the placement of telecommunication facilities. Chapter 19.34 is being amended to clarify that this chapter does not apply to telecommunication facilities located within the public right-of-way if otherwise governed by Chapter 13.30. Chapter 13.30 is proposed to be added to the RMC to regulate the placement and design of wireless telecommunication facilities, including small cell facilities.

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

- A. Recommend the City Council consider and adopt the amendment to Chapter 19.34 of the Roseville Municipal Code (RMC) regarding the placement of telecommunication facilities.

BACKGROUND

The Development Services Department has worked with the City Attorney's Office, and various City Departments including Roseville Electric, Public Works and Parks, Recreation and Libraries to streamline requests by wireless carrier companies to access the public right-of-way for installations of personal wireless telecommunication facilities ("small cell"), which consists of base station equipment and antennas. City Staff has been in discussions with wireless carriers who propose to place a single ("small cell") antenna, shrouding (an antenna cover), and equipment in the right-of-way. These sites would typically be on an existing privately owned pole, or on a privately constructed new site in the public right-of-way that would require a new pole (See Figure 1 below). These telecommunication systems are referred to as "small cells" and are used to provide faster data coverage and capacity for mobile phone and device users. These systems do not necessarily provide Wi-Fi capability. None of the carriers that have approached the City indicate small cell usage for Wi-Fi.

The proposed Ordinance specifically regulates new poles in the public right-of-way. It does not involve sites on private property or publicly-owned, non-right-of-way property, such as city owned utility poles not located in streets, parking structures, community centers, parks and other City facilities. The proposed Ordinance specifically exempts small cell installations that would be installed on these types of facilities. Small cell facilities located on City owned infrastructure not located in the right-of-way would be approved through a standard design process and lease agreement which is approved by City Council. Small cell facilities located on City owned infrastructure located in the right-of-way would be approved through a sublicense agreement with the City's wireless telecommunications agent, XG Communities.

Currently, wireless carriers seeking to locate their wireless facilities in the public right-of-way must follow the process set forth in the Roseville Municipal Code (RMC), Chapter 19.34, which was established in 1996. Under the Zoning Code, this process was primarily designed for "Macro" cellular sites, or larger facilities traditionally known as cell towers. The facilities are typically much taller and more conspicuous than small cell facilities. The current Ordinance deals extensively with the siting and aesthetic aspects of wireless sites on private property and it doesn't address the legal rights carriers have to install new facilities in the right-of-way. In addition, it does not provide the necessary means for the City to approve multiple individual permits, and quickly expedite approvals, all while providing an adequate level of certainty for the wireless carriers. Additionally, the carriers have indicated the potential for a large volume of these sites to

be proposed in the right-of-way in Roseville (potentially upwards of 50 to 100 sites), and the current code process cannot adequately permit, lease, and manage such a large volume.

Figure 1: Example of Small Cell application



In light of the need to change this process for wireless telecommunication sites in the public right-of-way, staff in Development Services, working with the City Attorney's Office, have sought to address this problem by drafting a new ordinance for the Planning Commission's and City Council's consideration. This ordinance sets forth a streamlined procedure for wireless carriers seeking permits for small, low-impact, aesthetically acceptable wireless facilities in the public right-of-way, and while at the same time increasing the level of review that would be required for large, aesthetically-inappropriate wireless facilities in the public right-of-way. Wireless telecommunication sites on private property, or public property that is not located in a public right-of-way, go through a separate review process, administered solely by Development Services. This would remain unchanged.

EVALUATION

Staff reviewed a number of other cities' ordinances, including the Cities of San Francisco and Rancho Palo Verdes. Staff determined that writing a new ordinance and establishing a model template of a master facility

permit or facility permit would serve as an appropriate foundation for the Planning Commission and City Council's consideration. Specifically staff recommends:

- A minor Amendment to Section 19.34.010 in the Zoning Chapter of the RMC, clarifying that the Zoning Ordinance Telecommunications Chapter only pertains to facilities placed on private property and on public property not located in the right-of-way; and
- Adding Chapter 13.30 in the Streets and Sidewalks Title of the Municipal Code to allow the Development Services Department to grant permits related to the installation of facilities supporting small wireless devices in the public right-of-way.

Consequently staff proposes that the Planning Commission recommend the City Council adopt a new ordinance to streamline and establish a permit process in the Development Services Department. All new permits are proposed to be issued by the Development Services Director. Below is a brief outline of the proposed permitting process and Design Standards.

New Ordinance Requirements:

1) New Permits Established

Pursuant to the new ordinance, there are two new permits established. A **Wireless Telecommunications Facilities Permit** is required if an applicant can demonstrate it meets the requirements for administrative review. Should an applicant seek a permit that does not meet the established requirements the Development Services Director may forward the application to the Planning Commission for review.

If the applicant seeks approval of five or more installations in the ROW, it can seek a **Master Wireless Telecommunications Facilities Permit**. The same substantive standards applicable to the individual sites are applicable to Master Permits. However, applications for a Master Permit include multiple approvals in a single application.

It should be noted that all permits still require the applicant to obtain any other applicable permit (e.g. encroachment permit and building permit) as may be required by the City.

2) Processing and Evaluation of Proposed Installations

When a telecommunications company is interested in modifying or placing a new cell site, said applicant shall initiate the process with the Development Services Department. Staff will provide the interested party with informal instructions on how to proceed with filing an application for the proposed installation. A pre-submittal conference is strongly encouraged so that the applicant is fully informed regarding the particulars of the proposed site and application process. The Development Services Department will process the application, routing the application to all utility providers who may have facilities in the right-of-way area, the City's Public Works and Parks Departments. All comments will be incorporated into the project plans. If the project meets the standards for approval, the Development Services Department will then send notice of the application to all property owners within 300 feet of the proposed project site, notifying them of the application and the intent to approve the permit administratively. If no requests for a public hearing are received the Director may approve the project administratively. After project approval the applicant may submit for the applicable building and encroachment permits. Section 13.30.060 outlines the pre-submittal and application submittal process.

3) Application and Development Standards

There are many new regulations applicable to wireless installations. The following is a highlight of those most significant.

a) Application Requirements

Applicants seeking to install small cell facilities within the ROW shall be required to provide the following pursuant to the new application requirements, as applicable:

- i. Detailed plans regarding the proposed installation
- ii. Justification study to support the proposed installation including an Alternative Sites Analysis
- iii. Visual impact analysis
- iv. Radio Frequency compliance report
- v. Noise Study
- vi. Traffic Control Plan
- vii. Landscape Plans
- viii. Geographic and Propagation maps
- ix. Certificate of Public Convenience or Necessity (CPCN) or other documentation to establish right to enter the ROW.

b) Standards Related to Community Impacts

Projects will be reviewed against the requirements contained in Section 13.30.070 of the proposed Ordinance. Some of the more pertinent standards include:

- i. Screening or camouflage design
- ii. Installations on existing poles are limited so as to protect aesthetics
- iii. Accessory equipment shall be installed underground to the extent feasible
- iv. Landscaping required where appropriate
- v. Lighting limitations as allowed
- vi. Noise limitations

CONCLUSION

Based on the analysis contained in this staff report, staff finds that the proposed Ordinance will provide a general framework for processing wireless telecommunications facilities within the City owned right-of-way.

ENVIRONMENTAL DETERMINATION

The proposed RMC revisions to accommodate wireless telecommunication facilities would allow for the installation of new utility poles and installation of related ground equipment to support “small cell” facilities within public right-of-way. These activities are categorically exempt from CEQA under Classes 3 (New Construction or Conversion of Small Structures), and 4 (Minor Alterations to Land). The Exemption(s) has been prepared and no further CEQA action is required.

PUBLIC OUTREACH

The proposed ordinance was sent to several wireless carriers who requested a copy of the ordinance. The City Attorney's office incorporated comments and feedback from the carriers into the draft Ordinance. Development Services staff also reached out to the Roseville Chamber of Commerce and made them aware of the proposed Ordinance. To date no comments have been received from the Chamber.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

- A. Recommend the City Council consider and adopt the amendment to Chapter 19.34 of the Roseville Municipal Code (RMC) regarding the placement of telecommunication facilities.

EXHIBIT

- A. Proposed Ordinance

Note to Applicant and/or Developer: Please contact the Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.
